

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

CRLISA
4/07/2006
12:14:57

WHEN RECORDED, MAIL TO:

Philip Coelho
1550 12th Avenue
Sacramento, California 95818-4145

DOCUMENT: **2006031664** Titles: 1/ Pages: 27
 Fees.... 86.00
Taxes...
Other... 2.00
AMT PAID \$88.00

DECLARATION OF PROTECTIVE RESTRICTIONS

FOR THE

ALBERTOLA ESTATES

THIS DECLARATION is hereby made on the date hereinafter set forth by COELHO FAMILY REVOCABLE TRUST, hereinafter referred to as "Declarant".

WITNESETH :

WHEREAS, Declarant is the Owner of certain real property located in the unincorporated area of Monterey County, California, being Lots 1 through 9, inclusive, as shown on that certain subdivision map of Tract No. 1460, ALBERTOLA ESTATES, recorded April 6, 2006, in Volume 23 of Maps, "Cities and Towns", at Page 24, Official Records of Monterey County, California.

WHEREAS, the said real property is a standard subdivision as defined in section 11000 of the California Business and Professions Code; and

WHEREAS, it is Declarant's intention to impose upon said real property mutually beneficial restrictions under a general plan of improvement for the benefit of all portions of the Subject Property, and the Owners thereof;

NOW, THEREFORE, Declarant hereby declares that the real property hereafter declared to be subject to this Declaration shall be held, sold, occupied and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding upon all parties having any right, title or interest in the Subject Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

Section 1. The real property subject to this Declaration, and located in the unincorporated area of Monterey County, California: is described as follows:

Lots 1 through 9 inclusive as said Lots are shown and described on the recorded final map of Tract No. 1460, "ALBERTOLA ESTATES PHASE A" filed for record on April 6, 2006, in Volume 23 of Maps, "Cities and Towns", at Page 24, Official Records of Monterey County, California.

ARTICLE II

DEFINITIONS

Certain terms, as used in this Declaration, in the deeds conveying the Lots and in the maps filed for record pertaining to this real estate development shall be defined as follows unless the context clearly indicates a different meaning therefore:

1. "Association" means Albertola Estates Association, a California nonprofit mutual benefit corporation, the members of which shall be the Owners of Lots in the Subject Property, their successors and assigns.

2. "Board" means the governing body of the Association, unless some other board is expressly designated.

3. "Bylaws" means the bylaws of the Association, as amended from time to time.

4. "Declarant" shall mean and refer to the COELHO FAMILY REVOCABLE TRUST.

5. "Declaration" shall mean and refer to this Declaration.

6. "Declaration of Annexation" shall mean a duly executed and recorded declaration of annexation declaring an addition phase or phases of the project to be annexed to this Declaration and bound by all of its covenants, conditions and restrictions as provided in Article I, Section 2 of this Declaration.

7. "Design Guidelines" shall mean and refer to Albertola Estates Design Guidelines as the same may be modified from time to time as provided herein.

8. "The DRB" means the Design Review Board authorized to carry out Design Review in accordance with Article III, Section 2 of this Declaration.

9. "Final Map" shall mean and refer to the recorded final subdivision map or parcel map for any portion of the Subject Property. For the first phase of the Project, the Final Map is the final subdivision map of Tract No. 1460, ALBERTOLA ESTATES PHASE A, recorded on April 6, 2006, in Volume 23 of Maps, "Cities and Towns", at page 24, Official Records of Monterey County, California.

10. "Lot" shall mean and refer to a subdivided residential Lot as shown and described on any recorded final map of the Subject Property.

11. "Member" means a person or entity entitled to membership in the Association. Each Owner of any Lot in the Subject Property shall be a member.

12. "Mortgage" shall include a deed of trust as well as a mortgage.

13. "Openspace" shall mean and refer to all portions of any Lot designated as "scenic easement", "natural drainage easement & scenic easement" "natural drainage easement", portions of which may be subject to a conservation easement in favor of the County of Monterey.

14. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee, simple title to any Lot which is a part of the Subject Property, but excluding those persons or entities having an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, the vendee-purchaser, rather than the vendee-fee Owner will be considered the "owner".

15. "Person" means a natural person, a corporation, a partnership, trustee or other legal entity.

16. "Private Road" means and refers to any road shown by name on the Final Map, or on the final map of any other subdivision hereafter annexed to this Declaration, whether paved or unpaved, not owned or maintained by the County of Monterey or any other public entity other than the Community Services District, and excluding Public Roads and Private Driveways.

17. "Private Driveway" means any driveway within the Project leading from any Private Road or Public Road to one or more Lots.

18. "The Project" shall mean and refer to the entirety of the real estate project known as Albertola Estates, including the residential and open space components thereof.

19. "Public Road" means and refers to any road shown by name on the Final Map, or on the final map of any other subdivision hereafter annexed to this Declaration, whether paved or unpaved, owned or maintained by the County of Monterey, or any other public entity, and excluding Private Roads and Private Driveways.

20. Recorded, Recording and/or of Record. Recorded, recording and/or of record in the office of the County Recorder of Monterey County, California.

21. Singular and Plural. The singular and plural number and the masculine, feminine and neuter gender shall each include the other where the context requires.

22. "Subdivision" means and refers to all of the land embraced within the exterior boundaries of the subdivision shown and described on the Final Map, or on the final map of any other subdivision hereafter annexed to this Declaration.

23. "Tentative Map" shall mean and refer to the vesting tentative subdivision map of Albertola Estates as approved by the Monterey County Planning Commission on January 12, 2005, by Resolution No. 05001, with a revision date of April 19, 2005, and any subsequently approved tentative subdivision map, tentative parcel map or vesting tentative subdivision map of any portion of the First Phase Property, the Later Phase Property or the Future Phase Property. Said Resolution, and the resolutions approving any subsequently approved tentative subdivision map, tentative parcel map or vesting tentative subdivision map of any portion of the First Phase Property, the Later Phase Property or the Future Phase Property are hereby referred to collectively as "the Project Approvals," and the conditions of approval contained in the Project Approvals are hereinafter referred to collectively as "the Conditions of Approval."

ARTICLE III

RESTRICTIONS ON THE USE AND OCCUPANCY OF PROPERTY

Section 1. Uses of Property.

A. Restrictions on the Use and Occupancy of Lots and Openspace. The use and occupancy of all lots and openspace subject to this Declaration shall be subject to the following covenants, conditions and restrictions:

- i) Equestrian Use. The keeping of horses on any lot or portion of any lot is expressly permitted as follows:
 - Lot 1 – Three (3) horses maximum;
 - Lot 2 – Two (2) horses maximum;
 - Lot 4 – Two (2) horses, maximum;
 - Lot 5 – Two (2) horses, maximum;
 - Lot 8 – Two (2) horses, maximum; and,
 - Lot 9 – Four (4) horses, maximum.

All other equestrian use, other than that noted in sub-section ii, below, is prohibited. Equestrian use is limited to paddocks, wherein all feeding, watering, shade and or barn facilities are to be located. Locations of said horse keeping facilities, trailers, and feed storage must be approved by the Albertola Estates Design Review Board and be located so as to be adequately screened from Olivia Drive and the common driveway to Lots 8 & 9. The remaining portions of the above-identified lots may be fenced and used as turn-out pastures only.

- ii) Livestock. Except as expressly provided herein or in the

Declaration of Annexation for a subsequent phase or phases of the Project, the maintenance, raising, breeding or keeping of horses, cattle, swine, sheep, goats, chickens, turkeys or other farm animals or fowl, whether for private or commercial purposes, is prohibited on the Subject Property. The sole exemption to this prohibition is to allow for 4H type livestock projects of limited duration preceding the King City Fair, the Mid-State Fair or the Monterey County Fair.

iii) Household Pets. No bird, fowl, reptile or animal of any kind shall be raised, bred or kept on the Subject Property, except that domestic household pets including dogs and cats, may be kept on the Subject Property provided that (a) said household pets are of a reasonable size; (b) said household pets do not exceed a reasonable number on any Lot; (c) no bird, fowl, reptile or animal of any kind shall be kept, bred or maintained for any commercial purpose; (d) said pets are controlled by, voice command, leash or other appropriate constraint when outside of the immediate residential area of any Lot; (e) said pets do not produce noise or odor which unreasonably disturbs the occupants of other Lots in the Subject Property, or wildlife in any openspace; and (f) the free roaming of cats and other domestic pets is prohibited. The Association shall cause non-complying pets to be removed from the Project in accordance with the procedures set forth in Article IV, section 2.B. of this Declaration.

iv) Temporary structures. No shack, trailer, camper, shed, basement, garage, outbuilding, mobile home, modular home or structure of a temporary character shall be installed, constructed, used or occupied on any Lot at any time as a residence, either temporarily or permanently.

v) Trade or Business. No trade, business, commercial or transient activity shall be carried on or conducted on any Lot, provided, however, that bona fide home occupations are not prohibited on a Lot so long as they are merely incidental to primarily residential use of the Lot, are permitted by local law, are conducted by the occupant of the principal residence on the Lot, and are conducted in such a manner as to not generate additional traffic or otherwise adversely affect other Owners use and enjoyment of the Project.

vi) Quiet Enjoyment. No noxious, illegal or seriously offensive activities shall be carried on any Lot or any part of the Subject Property; nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment of each of the Owners of their respective Lot.

vii) Satellite Dishes and Antennas. No satellite dish or external antenna of any kind shall be allowed to be ground mounted on any Lot. A satellite dish or external antenna of any kind shall be allowed on the building of any Lot only if approved by the Design Review Board and is shielded from view from any road, driveway or another residence.

viii) Sign Control. Except for a) directional or informational signs installed or maintained by Declarant and/or the Association, and b) signs not exceeding six (6) square feet in size containing the property Lot number or address and the Owner's name or property name, and c) signs not exceeding six (6) square feet in size advertising a Lot for sale, no signs, billboards, posters or advertising of any kind or character shall be erected or maintained on any Lot. Signs allowed under sub-sections a) or b) of this sub-section viii shall require Design Review and Approval in accordance with section 2 of this Article III.

ix) Noise. Activities conducted on the Subject Property shall be conducted so as to avoid the emission, generation, amplification or transmission of noise which is inconsistent with the rural character of Albertola Estates or causes a nuisance to the Owners or occupants of adjacent residences. The operation of any machine, mechanism, device or contrivance which produces a noise level exceeding 85 dba measured fifty feet there from is prohibited. Pool and/or spa equipment shall be required to be installed in an enclosure to baffle noise. Chain saws, leaf blowers, generators and other devices and machines powered by two-cycle engines shall be muffled in accordance with the best available technology to reduce noise, and the operation of such devices and the production of outside amplified music is prohibited before one hour after sunrise and after sunset except in the case of a bona fide emergency. Noise from construction sites, including radios and music, may not be so loud as to be heard from off the building site under construction.

x) Private Water Sources. No private water wells shall be drilled, stream impoundments or diversions constructed, or other alternate private water sources installed, on any Lot. Nothing, contained in this Sub-Paragraph shall be construed or interpreted to preclude the drilling, improvement, operation, maintenance, repair or replacement on any lot of water wells which are part of the Albertola Estates Mutual Water Company, the community water system serving the Project.

xi) Fire Fuel Modification. Owners shall comply with the fuel modification requirements of Public Resources Code section 4291 and Chapter 18.56 of the Monterey County Code for the purpose of diminishing the likelihood and intensity of wildfire by maintaining a 100 foot "defensible space" around all structures and reducing the volume and density of flammable vegetation in the vicinity of structures.

xii) Rubbish and Odors. No rubbish or debris of any kind (other than bona fide composting of bio-degradable vegetation and/or chipped trimmings from routine landscape maintenance) shall be permitted to accumulate upon any Lot, and no odor shall be permitted to arise there from which is or may become detrimental to any of the Subject Property in the vicinity thereof and the occupants thereof and no nuisance shall be permitted to exist upon any Lots of the Subject Property which is offensive or detrimental to any property in the vicinity thereof or to its occupants. Except as expressly provided herein, no dump, burial pit or other solid waste disposal facility shall be used or maintained within any Lot.

xiii) Mineral Extraction. Oil drilling, oil development operations, refining operations of any kind, quarrying or other mineral extraction of any kind shall not be permitted upon any Lot, nor shall oil wells, tanks (other than approved domestic propane tanks), tunnels, mineral excavations or shafts be permitted upon or in the building envelope or openspace of any Lot subject to this Declaration.

xiv) Hazardous Activities. No activities shall be conducted, and no structure or improvement constructed or maintained, on the building envelope or openspace of any Lot which is unsafe, illegal, dangerous or hazardous to persons or property. Without limiting the generality of the foregoing, no firearms shall be discharged on the building envelope or openspace of any Lot except in bona fide cases of legally sanctioned defense' of persons, property or household pets.

xv) Exterior Lighting. Exterior lighting shall be unobtrusive, harmonious with the pastoral character of Albertola Estates, and shall be located, designed, constructed and maintained so that only the intended area is illuminated and offsite glare is fully controlled. All exterior lighting fixtures shall conceal the source of the light and shall require Design Review and Approval in accordance with Section 2 of this Article III. Design Approval shall be granted only for exterior lighting which is a) reasonably necessary for the safe use of the buildings on the Lots; b) emergency lighting connected to a security system, or; c) lighting totally concealed from off-site visibility.

xvi) Storage of Building Materials. No lumber, metals, roofing, siding, excavation or fill dirt, rock or other building materials shall be kept, stored or allowed to accumulate on any Lot, except during the ordinary course of approved construction on tile Lot, and then only within the immediate building site.

xvii) Fish and Aquatic Life. No fish or other aquatic organisms shall be kept or released in any drainage, pool, pond or other waterbody on any Lot except for a completely secure pool or pond located adjacent to a residence for which approval has been granted and which is constructed in accordance with Design Review as provided in Section 2 of this Article III.

xviii) Resource Protection. Albertola Estates is subject to the provisions of the land use permit(s) issued by the County of Monterey. Each and every Lot within the Subject Property shall be used, occupied, developed, improved and maintained in compliance with the provisions of the land use permit(s), including but not limited to: the use of drought-tolerant native landscaping, water-efficient irrigation systems, low flow shower heads and water-conserving toilets; and in compliance with all other resource conservation programs and measures adopted by the County of Monterey or any other governmental entity having jurisdiction over the Subject Property for the purpose of protecting the identified unique and valuable natural resources of Albertola Estates.

xix) Compliance with Zoning Ordinance. All uses, development and structures on the Subject Property shall be subject to and comply with the provisions of

the Monterey County Zoning Ordinance, and nothing contained in this Section 1 shall be interpreted to permit uses, development or structures in contravention of the Monterey County Zoning Ordinance, or to allow uses, development or structures without first obtaining all applicable permits or entitlements from the County of Monterey pursuant to the provisions of the Monterey County Zoning Ordinance. No structures shall be allowed to interfere with easements, underground utilities or facilities.

xx) Archaeological Resources. If, during the course of construction, cultural, archaeological, historical or paleontological resources (as defined by Section 15064.5 of the California Code of Regulations, Title 14, Chapter 3) are uncovered at the site (surface or subsurface resources), work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. The Monterey County Planning & Building Inspection Department and a qualified archaeologist (i.e., an archaeologist registered with the Society of Professional Archaeologists) shall be immediately contacted.

xxi) Erosion Control. Soil Disturbance activities, such as road grading, shall be limited to the period between April 15 and October 15 unless winter season operating conditions as provided in the Erosion Control Ordinance (Chapter 16.12, Monterey County Code) are implemented and exposed soil is protected from erosion and runoff.

B. Restrictions on the Use and Occupancy of Building Envelopes Only. The use and occupancy of all building envelopes subject to this Declaration shall be subject to the following covenants, conditions and restrictions:

i) Allowable Structures. No Lot shall be occupied and used except for single-family residential purposes (including bona fide home occupations) by the Owners, their domestic employees, tenants and social guests. No building or structure shall be erected, placed or permitted to remain on any Lot other than the following as permitted by the Monterey County Zoning Ordinance. Except for Lots 3, 4 & 7, accessory residential units, such as senior citizen unit, caretaker unit and guest house, may be permissible, subject to the land use permit requirements of the Monterey County Zoning Ordinance and subject to a determination of adequate septic system feasibility, as determined by the Monterey County Health Department (Chapter 15.20 of the Monterey County Code) and the availability of domestic water supply:

- a) One principal residence.
- b) One senior citizen unit.

- c) One caretaker unit on any Lot exceeding two acres in size, or ten acres in size if a senior citizen unit exists on the site.
- d) One guesthouse.
- e) Such additional buildings and structures as are, clearly appurtenant and accessory to the residential use of the Lot.
- f) Barns, paddock and turn-out/pasture fencing and/or shade structures for approved Equestrian Uses on Lots 1, 2, 4, 5, 8 & 9.

All uses enumerated above shall be approved by the Albertola Estates Design Review Board.

ii) Water Conservation. Occupancy and use of the Lots subject to this Declaration shall comply with the provisions of Monterey County Water Resources Agency Ordinance #3932, including the following water conservation measures: All new construction shall incorporate the use of low water use plumbing fixtures, hot water recirculation devices and drought tolerant landscaping in accordance with County Water Resources Agency Ordinance No. 3932.

iii) Landscaping. Residential development within any Lot subject to this Declaration shall comply with the following standards:

- a) Use of native and non-invasive non-native, drought-tolerant and/or fire resistant plant material is mandatory.
- b) Extensive use of non-native turf is prohibited.
- c) Landscape irrigation systems shall utilize low precipitation sprinkler heads, bubblers, drip systems and timing devices to minimize water use.
- d) Landscape design shall incorporate vegetation management and fuel modification principles to reduce the quantity of flammable material conducive to wildfire.

iv) Maintenance. No building or structure upon any Lot, subject to the provisions of this Declaration, shall be permitted to fall into a state of disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

v) Garbage Service. All residences shall be continuously served by garbage collection service.

vi) Rentals. No residence on any Lot, including senior citizen units and caretaker units, shall be let, leased or rented for a term less than one year.

vii) Height Limits. No structure on Lot 4 and Lot 5 shall exceed a height of 18 feet; no structure on Lot 8 shall exceed a height of 16 feet, no structure on Lot 6, Lot 7 and Lot 9 shall exceed a height of 14 feet, as height of structures are measured from “average natural grade” as defined in the Monterey County Zoning Ordinance. Any changes to these height limitations shall be permitted only in accordance with an approved Use Permit or Variance issued by the Monterey County.

viii) Minimum Single-Family Dwelling Square footage. The minimum square footage for the primary single-family residence shall be 1,750 square feet of conditioned space. No guesthouse, caretaker unit, or senior citizen unit may be built and occupied prior to construction of the primary single-family residential dwelling on any lot.

ix) Vehicle Parking and Storage. No trailer, camper, motor home, recreational vehicle, truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, horse trailer or similar vehicle or equipment shall be permitted upon any area within any Lot unless placed, enclosed or maintained within a structure or other visual screen, and not visible from any road, driveway, or any other residence. No Owner shall construct, repair, service or maintain any motor vehicle within any Lot except for emergency repairs or private non-commercial vehicle construction, reconstruction, repair, service or maintenance carried on entirely within an enclosed garage or shop.

x) Non-native Vegetation. The planting, growing or maintenance of non-native plants or vegetation on any Lot is allowed only in a manner and location which assures that such non-native species will not spread so as to invade the openspace portions of the project and insures that water conservation principles, expressed above, are incorporated into landscape plantings.

xi) Heating and Cooling. Energy for space heating and cooling and water heating shall be provided primarily from propane, solar or other non-electric sources. If installed, solar panels shall be concealed to reduce off-site reflectivity and minimize visibility.

xii) Propane Tanks. Propane tanks shall be located underground or shall be screened so as not to be visible from off-site.

xiii) Fences and Walls. No fence or wall shall be constructed or maintained within any Lot, including perimeter fencing, without first obtaining Design Review and Approval in accordance with Section 2 of this Article III. Design Approval shall be granted only for fences and walls which a) do not impact the openspace of any Lot; b) do not impede the movement of wildlife through the openspace of any Lot, c) do not alter or obstruct the view from another Lot or Parcel; and d) are harmonious with the pastoral character of Albertola Estates.

C. Restrictions on the Use and Occupancy of Openspace Only. The Openspace of the Subject Property shall be occupied and used solely for open space, recreational, equestrian, water supply facilities and conservation purposes, as more particularly provided in this Sub-Paragraph A:

i) Permitted Uses of Openspace.

The following itemized uses and activities are permitted uses of the Openspace:

a) Fuel & Fire Management: The reasonable and prudent management of fuel and fire conditions, including vegetation management, maintenance of fuel breaks, construction and maintenance of fire-safe areas, prescribed burns and fire suppression.

b) Native Plant Cultivation & Use: The propagation, cultivation and transplantation of native plants and seeds for reforestation, habitat restoration and enhancement purposes exclusive to the Project.

c) Equestrian Uses. Horse turnouts for pasturing purposes provided, however, that pasture locations are approved by the Albertola Estates Design Review Board; that pastures are for day use only; and that the feeding, watering and more intensive uses associated with maintaining livestock occur within approved paddock areas adjacent to the residences on approved Lots.

The following itemized uses and activities are permitted uses of the Openspace, but may be carried on only by Declarant, the Albertola Estates Homeowner's Association or the Albertola Estates Mutual Water Company:

d) Approved Infrastructure and Accessory- Uses: The construction, operation and maintenance of approved Project infrastructure, including roads, utilities, driveways, bridges, gates, culverts, drainage and erosion control structures and facilities, drilling and operation of wells for domestic water production, minor encroachments for landscaping and improvements (other than buildings), which are exclusively accessory to and in accordance with Project Approvals and the Conditions of Approval and the uses permitted by this Declaration.

e) Tree Removal: The selective and limited removal of standing, live trees due to the construction of infrastructure (roads, utilities, etc.) for the approved Project in accordance with Conditions of Approval, and subsequent residential construction in accordance with a Monterey County issued Use Permit for tree removal, provided that in all cases such removal does-not increase erosion or sedimentation in any potentially significant way or denude a lot of excessive numbers of oak trees.

ii) Prohibited Use of Openspace. The following activities and uses are prohibited on the Openspace:

a) Residences & Commercial & Industrial Uses: Residential, commercial and industrial uses, including commercial harvesting of timber.

b) Mineral Exploration & Development: Exploration, excavation or surface extraction of any mineral resources.

c) Dumping & Disposal: The dumping or disposal of all non-biodegradable refuse or vegetative materials composed of non-native plant species.

d) Motorized Vehicles: The use of motorized vehicles on all unimproved roads, trails, and off-road areas, except by Grantor and their authorized agents for construction, repair or maintenance of the Project infrastructure or accessory facilities and for permitted uses and emergency purposes. No trailer, camper, motor home, recreational vehicle, truck, boat, inoperable automobile, horse trailer, or similar vehicle or, equipment shall be permitted upon any area within the Openspace of any Lot. No Owner shall construct, repair, service or maintain any motor vehicle within the Openspace of any Lot except for emergency repairs.

e) Water Development: Except for domestic water supply wells and infrastructure installed by the Albertola Estates Mutual Water Company, the impoundment, pumping or removal of water, to the extent that such removal would have or be likely to have a potentially significant adverse impact on aquatic life or creek, stream, spring, seep or other natural resources for the approved Project

f) Agricultural: The tilling, terracing or other use of the Subject Property for agricultural purposes, other than native plant cultivation and use as specifically provided herein.

g) Structures, Billboards & Signs: The construction, erection or placement of satellite dishes or external antennas of any kind, billboards or markers or signs, other than accessory to the approved Project, such as street, directional, warning, safety, informational and hiking signs, and structures accessory to permitted recreational uses, such as lean-tos, campgrounds and picnic facilities, and fencing, loading, boarding and feed storage facilities accessory to permitted livestock maintenance.

h) Native Vegetation Removal. Direct disturbance or removal of non-toxic and non-invasive native vegetation within the openspace of any Lot subject, to the provisions of this Declaration shall be prohibited except to the extent necessary for the installation, maintenance, repair and replacement of Project Infrastructure, construction and maintenance of fuel breaks and fire-safe areas, and maintenance of view corridors. Any non-toxic or non-invasive native vegetation disturbed or removed as a result of necessary installation of Project infrastructure shall be revegetated with non-toxic and non-invasive native vegetation.

i) Non-Native Plants and Vegetation. The planting, growing or maintenance of non-native plants or vegetation on any Lot,

j) Fences. No fence or wall shall be constructed or maintained within the openspace of any Lot, except for approved pasture fencing. Design and construction of all fencing allowed by this sub-section j) shall require Design Review and Approval in accordance with Section 2 of this Article III. Design Approval shall be granted only for fences and walls which a) do not impede the movement of wildlife through the openspace of any Lot, b) do not alter or obstruct the view from any other Lot or Parcel; and c) are harmonious with the pastoral character of Albertola Estates.

Section 2. Design Review.

A. Approval Required. Every Lot within the Subject Property shall be subject to Design Review as provided in this Section 2.

B. Objectives. The objectives of the Design Review process in Albertola Estates as set forth in this section 2 are the following:

i) To preserve and protect the unique natural and scenic resource values of Albertola Estates.

ii) To create a unique residential community of enduring quality and pastoral character.

iii) To promote creativity and sensitivity in planning and design;

iv) To encourage the siting and construction of distinctive and tastefully designed homes and accessory structures consistent with the rural character of Albertola Estates.

v) To assist the Owner of a Lot and his or her design professionals in complying with the objectives and standards of Design Review as set forth in this Declaration, and in completing the Design Review process in a timely, efficient and successful manner.

vi) To produce residential development that is sited and designed to be fire resistant and incorporates an on-going program of vegetation management and fuel modification to reduce the risk of bodily injury and property damage from wildfire.

vii) To protect the fundamental property rights of the Owners of Lots by assuring the full use and enjoyment of their Lots consistent with the goals, objectives and policies of Albertola Estates.

C. General Authority and Standards. In exercising Design Review pursuant to this Section 2, the Design Review Board ("the DRB") shall, without otherwise limiting the scope of its authority, implement the following general authority and standards:

i) Resource Protection. In order to preserve and protect the natural resources, topography and habitat values of Albertola Estates, and to prevent erosion and siltation of natural waterways and other natural areas, the DRB shall review and approve plans for the siting, grading, excavating and tree and vegetation removal, and shall have the power and the duty to disapprove plans for development when alternative siting, design, materials or construction methods can be used to avoid or minimize the necessity for grading, excavation, habitat disturbance, tree or vegetation removal or in any other manner destroying or disturbing the natural topography, vegetation or other resources.

ii) Viewshed Protection. In order to preserve and protect the visual resources and the pastoral character of Albertola Estates, as well as the vistas to and from Albertola Estates, the DRB shall exercise control over the siting, height, bulk and mass of structures, exterior materials, colors and lighting, and the removal, alteration, installation and replacement of trees and- other vegetation which may provide visual screening.

iii) Forest and Woodland Protection. In order to protect the unique forest and woodland resources of Albertola Estates, the DRB shall encourage retention and planting of native oaks and landscaping compatible with the surrounding area.

iv) Water Conservation. In order to preserve and protect the water resources of Albertola Estates, as well as to prevent the intrusion of invasive and non-native plant species into the flora of Albertola Estates, the DRB shall exercise control over landscaping, planting and irrigation systems so as to encourage the use of native, drought-resistant and fire-resistant plant materials, and shall have the power and the duty to disapprove plans which propose the installation or use of high water use, invasive and non-native plant materials or the use of irrigation systems which do not employ the best available technology for conservation of water.

v) Fire Protection. In order to diminish the likelihood and intensity of bodily injury and property loss from wildfire, the DRB shall require site planning, construction materials and landscaping that promotes the maintenance of "defensible space" around all structures by reducing the volume and density of flammable vegetation within 100 feet of the vicinity of structures, and requiring the utilization of fire-resistant landscape materials.

D. Specific Standards. In exercising Design Review pursuant to this Section 2, the DRB, without otherwise limiting the scope of its authority, shall implement and enforce the specific standards and guidelines contained in the Design Guidelines as the same may be modified from time to time.

In furtherance of and consistent with the objectives set forth in sub-section B of this Section 2, and its general authority and standards as set forth in sub-section C of this Section 2, the DRB shall have the authority and the responsibility to adopt, publish and periodically amend the Design Guidelines. The Design Guidelines as so adopted, published and amended need not be uniform for every Lot, but may vary from Lot to Lot based upon the characteristics of the Lot such as slope, vegetation and tree coverage, proximity to resource and habitat areas, natural features such as rock outcroppings, visibility, height limitations required by Monterey County for specific lots, or proximity to Arroyo Seco Road. The Design Guidelines shall be reasonable, precise, and feasible. The standards and criteria for a Lot shall not be modified by the DRB while an application for that Lot is pending and in considering an application for Design Review, the DRB shall base its determination upon the standards and criteria which were in effect for that Lot on the date of the Owner's initial pre-design contact with the DRB.

E. Procedures for Design Review.

i) General. The purposes of the Design Review process are to enforce compliance with the objectives and standards of this Section 2, and to assist the Owners of Lots and their design professionals, in complying with said objectives and standards, and in completing the Design Review process in a timely, efficient and successful manner.

ii) Activities Requiring Approval. Except as expressly provided herein to the contrary no fence, wall, deck, patio, sign (other than directional or informational signs installed or maintained by Declarant, the Association, or the Albertola Estates Mutual Water Company, drainage facility, pond, fountain or other ornamental structure, building, satellite dish exceeding 24 inches in diameter, exterior antenna or other structure, or exterior addition to or alteration -thereof shall be commenced, constructed, erected, placed or permitted to remain on the Subject Property or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by the Design Review Board ("the DRB").

iii) Design Review Process. All activities requiring Design Review shall comply with the procedures set forth in the Design Guidelines as the same may be modified from time to time. Review shall be based upon conformity with the objectives set forth in sub-section B of this Section 2, and in the specific design guidelines and standards adopted and published by the DRB from time to time pursuant to the provisions of sub-section D of this Section 2, in effect on the date of the Owner's initial pre-design contact. If the decision of the DRB is to disapprove the proposal, the DRB shall provide the Owner with a written statement of the basis for such disapproval to assist the Owner in redesigning the project so as to obtain the approval of the DRB.

iv) Failure to Approve or Disapprove Plans and Specifications. In the event the DRB fails to either approve or disapprove final plans and specifications within thirty (60) days after the same have been submitted to it, it shall be conclusively presumed that the DRB has approved such plans and specifications.

v) Commencement and Completion of Construction. All improvement work approved by the DRB and issued building and/or grading permits by the County of Monterey, shall be undertaken promptly and diligently pursued to completion. All improvements shall be constructed in strict accordance with approved plans and specifications, and in accordance with the construction procedures adopted and published by the DRB from time to time in accordance with the provisions of sub-section D of this Section 2.

vi) Inspection. Any member of the DRB, or a duly-authorized agent of the DRB, may from time to time at any reasonable hour or hours and upon reasonable notice enter and inspect any property subject to the jurisdiction of said DRB to determine compliance with the provisions of this Section 2.

F. Development Rights. Notwithstanding the foregoing, nothing contained in this Article III, Section 2, shall be interpreted or applied, so as to deprive the Owner of any Lot of the full exercise of the right to develop within the Lot a complete residential project consisting of a principal residential structure and such accessory and appurtenant structures, facilities and appurtenances, allowed by this Declaration as may be desired by the Owner of the Lot. So long as the design, siting materials, colors and construction methods are consistent with the restrictions contained herein and the Design Guidelines promulgated from time to time by the DRB as provided herein, nothing contained in this Article II, Section 2, shall be interpreted or applied so as to limit the size of any principal residential structure.

G. Number of Members and Term of Design Review Board Appointed by Declarant. The DRB shall consist of three (3) members, which shall initially be appointed by Declarant. When the Declarant no longer owns any of the Lots in any phase of the project, all DRB members shall be appointed by the Board of the Association. Members shall serve staggered two-year terms.

H. No Liability. Neither Declarant, the Association nor the DRB or its individual members shall be liable in damages to anyone submitting plans or specifications to them for review, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Such plans and specifications are not approved for engineering design. Every person who submits plans or specifications to the DRB for approval agrees, by submission of such plans and specifications, and every Owner of any of the Subject Property agrees that he or she will not bring any action or suit against Declarant, the Association or the DRB to recover any such damages.

ARTICLE IV

REMEDIES AND ENFORCEMENT

Section 1. Enforcement by Owners. Each of the covenants, conditions and restrictions contained in this Declaration is intended to be and may be enforced as a covenant running with the land as a mutual equitable servitude. Any Owner of a Lot, including Declarant, shall be entitled to enforce all conditions, covenants and restrictions contained herein in the manner provided by law for enforcing equitable servitudes. Every act or omission whereby any restriction, condition or covenant in this Declaration set forth or to which the Subject Property or any portion is subject, is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by any Owner. Each remedy provided for in this Declaration shall be cumulative and not exclusive.

Section 2. Enforcement by Association.

A. The Association shall have and exercise powers of enforcement, control and interpretation of this Declaration, including the power to commence and maintain in its own name on behalf of itself and/or any Owner of any Lot, or in the name of or on behalf of and as the agent for any Owner of any such Lot, actions and suits to restrain and enjoin the breach or threatened breach of the provisions of the Declaration, and to pay the expenses therefore.

B. Subject to the procedural requirements set forth in subsection C of this Section 2, the Association shall have the power and authority to impose reasonable monetary penalties and/or temporary suspensions of the right of any Owner or occupant of the Subject Property to use any services or facilities provided, furnished or operated by the Association as appropriate discipline for violation of or failure to comply with any of the covenants, conditions and restrictions contained in this Declaration or in any rules, regulations, guidelines or procedures duly adopted and promulgated by the Association pursuant to this Declaration.

C. Prior to imposing any monetary penalty or suspension of rights as provided in sub-section B of this Section 2, the Association shall comply with the following procedures which are deemed to be fair and reasonable:

i) Not less than fifteen (15) days' written notice shall be given by certified mail to the person or persons charged, including but not limited to the Owner of the Lot as to which such violation or non-compliance is claimed, which notice shall specify the monetary penalty or suspension of rights which may be imposed and the reason or reasons therefore;

ii) The person or persons charged shall be given an opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of the

monetary penalty or the suspension of rights by the Board of Association.

D. In the event it is necessary for the Association to bring any sort of legal action to enforce the conditions and covenants set forth in this Declaration, the Association shall be entitled to recover from the defaulting party its reasonable costs and attorneys' fees for the bringing of said enforcement or abatement proceedings.

Section 3. Enforcement of Fuel Modification Requirements. In the event that compliance with the 100-foot fuel modification requirements of Public Resources Code section 4291 and Chapter 18.56 of the Monterey County Code is not achieved by the fuel modification activities conducted by the Owner of any Lot fails to comply by April 30th of each year with such fuel modification requirements, the Association shall have the right, after fifteen (15) days' written notice to such Owner, to enter upon the building envelope of such Owner's Lot and perform the work necessary or appropriate to bring the Lot into compliance, and to charge such Owner the reasonable costs of such work.

Section 6. Responsibility of Owners.

A. The obligation imposed by this Declaration shall be the joint and several personal obligation of each and every Owner of a Lot. The failure of an Owner to utilize the Lot, or the abandonment thereof, shall not relieve an Owner of the personal obligation to comply with any of the obligations imposed by this Declaration.

B. Each Owner shall be responsible for actions and conduct of such Owner's tenants, lessees, guests, invitees, servants, contractors and agents while in or upon the project, and for compliance by such Owner's tenants, lessees, guests, invitees, servants, contractors and agents with the applicable covenants, conditions and restrictions contained in this Declaration.

ARTICLE V

DURATION AND MODIFICATION

Section 1. Duration. All of the restrictions, conditions, covenants and reservations set forth in this Declaration shall continue and remain in full force and effect at all times against the Subject Property- subject to this Declaration and each part thereof and the Owner thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this ARTICLE V until January 1, 2036, provided, however, that all of the said restrictions, conditions, covenants and reservations 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 (10) years and thereafter for successive periods of ten (10) years each without limitation unless within the six months prior to the expiration of any successive ten (10) year period thereafter, there shall be recorded a written agreement executed by the then record Owners (including mortgagees under recorded mortgages and trustees and beneficiaries under recorded trust deeds) of more than 66% of the Lots embraced within

the property subject to this Declaration, by the terms of which agreement any or all of said restrictions, conditions, covenants and reservations are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto in the manner and to the extent therein provided. In the event that any such written agreement or change or modification shall be duly executed and recorded as provided herein, the restrictions, conditions, covenants and reservations as changed or modified thereby shall continue in force for successive periods of ten (10) years unless and until further changed, modified or extinguished in the manner above provided.

Section 2. Modification of Restrictions. This Declaration may be amended by a written document executed by the Owners of 66% of the Lots then subject to this Declaration, and recorded.

ARTICLE VI

POWERS AND PURPOSES OF THE ASSOCIATION

ALBERTOLA ESTATES ASSOCIATION, A California nonprofit mutual benefit corporation, shall have the general rights, powers and duties of a nonprofit corporation subject to the provisions of this Declaration and any limitations imposed hereby, to do and perform each and every of the following for the benefit, maintenance and improvement of the property subject to this Declaration and for the benefit of the Owners thereof, to wit:

Section 1. Powers of Association.

A. Enforcement of Restrictions. To exercise such powers of enforcement, control, interpretation, modification and cancellation of this Declaration which now are or hereafter may be vested in, delegated to, or assigned to the Association, and to pay all expenses incidental thereto; to commence and maintain in its own name on behalf of itself and/or any Owner of any Lot, or in the name of or on behalf of and as the agent of any Owner of any such Lot, actions and suits to restrain and enjoin the breach or threatened breach of this Declaration or any portion thereof and to enforce this Declaration and to pay the expenses therefore.

B. Maintenance of Roads. To the extent such functions are not performed any other entity, to maintain, repair, manage, restore and replace the Private Road(s) within the Subject Property subject to this Declaration, and to assess the various Owners for the cost thereof in accordance with the provisions of Section 4 of this Article VI.

C. Maintenance of Drainage Facilities. To the extent such functions are not performed by any other entity, to maintain, repair, manage restore and replace the drainage facilities within the Subject Property subject to this Declaration, and to assess the various Owners of the cost thereof in accordance with the provisions of sub-section A of Section 4 of this Article VI. For the purposes of this Declaration, the term "drainage

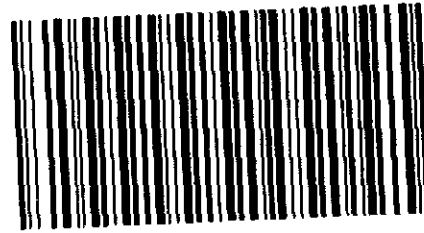
Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
First American Title

RANJELIQUE
5/11/2006
10:38:00

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

Philip Coelho
1550 12th Avenue
Sacramento, CA 95818

DOCUMENT: **2006042509**



Titles: 1/ Pages: 3

Fees....	11.00
Taxes...	
Other...	
AMT PAID	\$11.00

**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE RESTRICTIONS
FOR THE
ALBERTOLA ESTATES**

This "FIRST AMENDMENT TO DECLARATION OF PROTECTIVE RESTRICTIONS FOR THE ALBERTOLA ESTATES" (hereinafter referred to as "First Amendment") is made on the date hereinafter set forth by COELHO FAMILY REVOCABLE TRUST (referred to in this First Amendment as "Declarant"), and is made with reference to the following facts:

RECITALS

A. On April 7, 2006 Declarant recorded that certain document entitled "DECLARATION OF PROTECTIVE RESTRICTIONS FOR THE ALBERTOLA ESTATES" (referred to in this First Amendment as "Declaration") as Document No. 2006031664 of the Official Records of Monterey County. Unless otherwise specified herein, all terms used in this First Amendment shall mean as defined in said Declaration.

B. Said Declaration directly affects all that real property located in Monterey County, California, more particularly described as follows:

Lots 1 through 9, inclusive, as shown on that certain subdivision map of Tract No. 1460, Albertola Estates, recorded April 6, 2006 in Volume 23 of Maps, "Cities and Towns", at Page 24, Monterey County Records.

C. Article V, Section 2 of said Declaration provides that said Declaration may be amended by a written document executed by the Owners of 66% of the Lots subject to the Declaration, and recorded.

D. At this time, title to all Lots in the Project is still held by Declarant, and Declarant desires to amend said Declaration as set forth herein.

NOW THEREFORE, Declarant hereby declares that said Declaration is amended as follows, and except as amended herein, said Declaration shall remain unchanged and in full force and effect. If there is any conflict between the Declaration and this First Amendment, the terms of this First Amendment shall prevail.

1. Article VI, Section 2, is hereby amended to read in its entirety as follows:

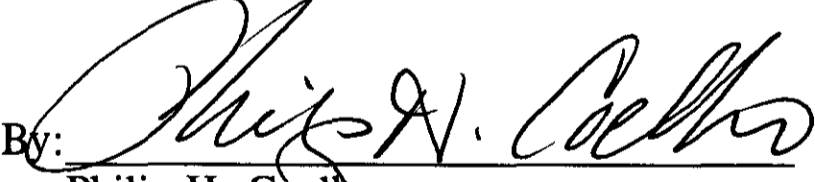
Section 2. No Commonly Owned Areas. The Subject Property shall consist of Lots separately owned by the various Owners together with certain nonexclusive easements appurtenant thereto. There shall be no additional contiguous or noncontiguous Lots, parcels or areas owned in common by the Owners of the separately owned Lots; nor shall there be any mutual, common or reciprocal interests in or restrictions upon all or portions of such separately owned Lots other than nonexclusive easements over the Project roads and the restrictions contained therein. It is not to be defined as a "planned development" within the meaning of Section 11003 of the California Business and Professions Code, or a "common interest development" within the meanings of Section 1351 of the California Civil Code.

2. Article VI, Section 4, Subsection B, Paragraph 1), Subparagraph b), is hereby stricken and deleted in its entirety as depicted below:

~~b) For the purpose of defraying in whole or in part of the cost of any extraordinary or unexpected repair, replacement, restoration or maintenance of facilities which are within the responsibility of the Albertola Estates Mutual Water Company, but which the Mutual Water Company is unable to perform and for which the Association's reserves are inadequate.~~

The undersigned, being the Declarant herein, has executed this First Amendment on May 10, 2006.

COELHO FAMILY REVOCABLE TRUST

By: 
Philip H. Coelho

Its: Trustee

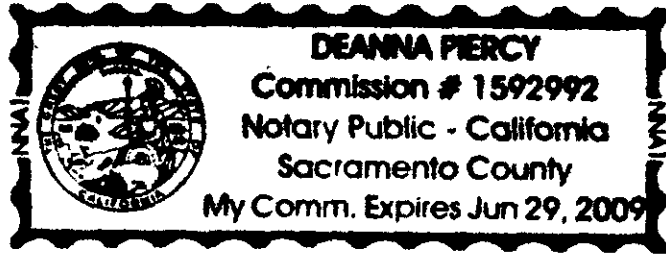
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On May 10, 2006 before me, Deanna Percy, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Philip H. Coelho
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.
Deanna Percy
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: _____

Document Date: _____ Number of Pages: _____

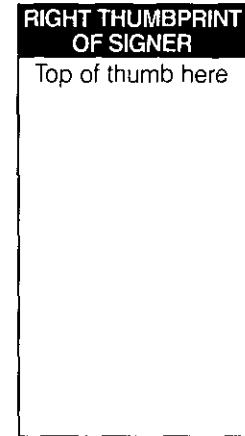
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



END OF DOCUMENT