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RECORDED AT REQUEST OF:

Maureen Wruck Planning Consultants, LLC

WHEN RECORDED, RETURN TO:

Maureen Wruck Planning Consultants, LLC
21 W. Alisal Street, Ste. 111
Salinas, California 93901

KABO DEVELOPMENT, LLC, MINOR SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is hereby made on the date hereinafter set forth by KABO DEVELOPMENT, LLC, a California Limited Liability Company, hereinafter referred to as "Declarant".

RECITALS

A. Declarant is the owner of certain real property located in the unincorporated area of Monterey County, California, being Parcels A through D as shown on that certain Parcel Map recorded on _____, 2015, in Volume _____ of Parcel Maps, at page _____, Official Records of Monterey County, California (the "Subject Property").

B. Declarant has applied to the County of Monterey (the "County") for an Administrative Permit allowing a Minor Subdivision of the Subject Property to allow the division of the 4.77 acre parcel into two (2) 1.00 acre parcels, one (1) 1.139 acre parcel, and one (1) 1.63 acre parcel.

C. Declarant's application for a Minor Subdivision has been approved as Monterey County File Number MS14-019.

D. It is Declarant's intention to impose upon said real property mutually beneficial covenants, conditions and restrictions under a general plan of improvement for the benefit of all portions of the subject property, and the owners thereof.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the real property hereafter

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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 said 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

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

Parcels A through D inclusive as shown and described on that certain Parcel Map recorded on _____, 2015, in Volume _____ of Parcel Maps, at page _____, Official Records of Monterey County, California.

"Subject Property"

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 therefor:

1. "Declarant" shall mean and refer to KABO DEVELOPMENT, LLC, a California Limited Liability Company.

2. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

3. "Lot" shall mean and refer to Lots A through D, inclusive, of the Subject Property together with any improvements thereon, as well as parcels which subsequently may be created by further subdivision of the Subject Property. The term "Lot" and "Parcel" shall be used interchangeably.

4.. "Owner" shall mean and refer to the record owner, whether one (1) or more

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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 and shall not mean and refer to any mortgagee, trustee, or beneficiary unless and until such mortgagee, or trustee or beneficiary of a deed of trust has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. 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".

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

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

7. "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, appurtenances or landscaping improvements of every type and kind.

ARTICLE III

RESTRICTIONS ON THE USE AND OCCUPANCY OF PROPERTY

Section 1. Uses of Property.

A. Unless otherwise specifically prohibited herein, or by applicable law or ordinance, all of the Parcels within the Subject Property, and any building or other structure located thereon, shall be used for the purposes enumerated under Permit Condition Number 2 in that certain General Development Plan approved by the Monterey County Planning Commission on January 11, 2006 as Resolution Number 06003.

B. No noxious, illegal or seriously offensive activities shall be carried on upon 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 his respective Lot.

C. All buildings and improvements on each site, including without limitation, all walks, signs, driveways, parking areas, landscaping, and the exterior of all structures on each site, shall be maintained in good order, repair and condition. All exterior surfaces shall be maintained in first-class condition.

D. No rubbish or debris of any kind shall be placed or permitted to accumulate

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upon any portion of the property subject to this Declaration (save for the temporary *bona fide* storage of materials associated with a specific business use), and no odor shall be permitted to arise therefrom which is or may become detrimental to any of the property in the vicinity thereof and the occupants thereof and no nuisance shall be permitted to exist upon any portion of said property which is offensive or detrimental to any property in the vicinity thereof or to its occupants.

E. All buildings, improvements and uses shall comply with all applicable Use Permits, Property Development Standards, Site Plan Review, Special Standards and Requirements, and other applicable standards and regulations contained in the Monterey County Zoning Ordinance.

F. No hazardous, toxic or polluting substance shall be stored, used or discharged in, on, over or under any of the property subject to this Declaration, except in strict compliance with all applicable laws, regulations, ordinances and standards. The owner and occupant of each lot shall indemnify, defend and hold Declarant and all of the owners and occupants of the other lots, their officers, directors, managers, employees and agents harmless from any claim, loss, damage or liability (including without limitation all fines, penalties, costs of defense, exploration, characterization and remediation, consultants' and attorneys fees, and claims of regulatory agencies and third parties) directly or indirectly resulting from the storage, use or discharge in, on, over, under or from his lot of any hazardous, toxic or polluting substance.

ARTICLE IV

ROAD MAINTENANCE

Access to the Subject Property is provided by an existing private road that connects to Madison Lane and spans the length of the northern side of the Subject Property (the "Road"), as depicted in the Exhibit "A" attached hereto and incorporated herein by reference. The Road, together with any drainage structures and improvements appurtenant thereto, shall be maintained at all times in a good, passable and safe condition under all traffic and weather conditions. The cost of any improvements, maintenance, repair or replacement shall be borne by the Owners of the Lots in the manner described and enumerated below:

4.1. Road Segment A: The portion of the Road extending from Madison lane to the northerly boundary of Parcel A and running the approximate length of said Parcel ("Road Segment A"), serves all of the parcels within the Subject Property. The costs of such maintenance and repair, including the cost of maintaining or repairing any

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drainage structures appurtenant thereto, shall be borne equally by the owners of each of the parcels into which the Subject Property is presently divided or is divided in the future.

4.2. Road Segment B: The portion of the Road extending from the southerly boundary of Parcel B to the northerly boundary of the same, and running the length of said Parcel ("Road Segment B"), serves Parcels B, C and D. The costs of maintaining or repairing Road Segment B, including the cost of maintaining any drainage structures and improvements appurtenant thereto, shall be borne equally by the respective owners of Parcels B, C and D, and any subsequent parcels resulting from the future division therefrom.

4.3. Road Segment C: The portion of the Road extending from the southerly boundary of Parcel C to the northerly boundary of the same, and running the length of Parcel C ("Road Segment C") serves Parcels C and D. The costs of maintaining Road Segment C, including the cost of maintaining any drainage structures and improvements appurtenant thereto, shall be borne equally by the owners of Parcels C and D, and any subsequent parcels resulting from the future division therefrom.

4.4. Road Segment D: The portion of the Road extending from the southerly boundary of Parcel D to the northerly boundary of the same, and running the length of Parcel D ("Road Segment D") serves Parcel D. The costs of maintaining Road Segment D, including the cost of maintaining any drainage structures and improvements appurtenant thereto, shall be borne solely by the owner of Parcel D and any subsequent parcels resulting from the future division therefrom.

4.5. Future Divisions. Any Owner subsequently dividing his parcel shall be responsible for providing at his sole cost such additional road and drainage improvements as may be required by governmental authorities as a condition of approval of such subdivision.

4.6. Management. The Declarant shall serve as the Road repair, maintenance and replacement manager (the "Manager") until three of the Parcels have been conveyed into separate ownership. At such time as Declarant has conveyed three of the Parcels into separate ownership, the Owners, by majority vote, shall appoint one willing Owner to serve as Manager. The term of service of the Manager so appointed shall be until the Manager is no longer willing or able to serve or until a majority of the Owners vote to appoint a different Owner to serve as Manager. If the Owners fail to maintain the Road, together with any drainage structures and improvements appurtenant thereto, in a good, passable and safe condition under all traffic and weather conditions, the Manager shall have the right, after fifteen (15) days' written notice to the appropriate Owners, to determine what repair, maintenance or replacement work is necessary, and arrange for the contracting for such work, allocating costs in accordance with the terms of this Declaration, and keeping records

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related to the allocation and payment of such costs. The Owners may, by majority vote, hire a professional property management service to perform all or some of the duties of the Manager.

4.7. Assessment. In the event that the Manager is required to carry out a work of repair or maintenance as contemplated under Article 4.6 above, then the Owners of the Parcels shall be assessed and shall pay a prorated share of the amount necessary to pay the cost of such repair or maintenance based upon the procedure and allocation formula set forth in this Article 4. Assessments levied pursuant to this Declaration shall be a joint and several personal obligation of each Owner of the Parcel(s) as to which the assessment is levied. No Owner may avoid liability for such assessment by non-use or abandonment of his Parcel.

4.8. Nonpayment of Assessments. Assessments levied pursuant to Article 4.7 above shall be due and payable within thirty (30) days after the mailing of notice of said assessment. Delinquent assessments shall bear interest at the rate of 12% per annum and shall be a continuing lien upon the Lot against each such assessment is made. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed in good faith and for value upon the Lots subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to the sale of any such Lot pursuant to a decree of foreclosure of any such mortgage or deed of trust. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

4.9. Indemnity. The Manager shall act as the agent of the Owners only in administering the terms of this Declaration related to the Road and utility service extension discussed in Article 5 below. The Owners agree to reimburse as maintenance cost the Manager for any expense incurred in performing the Manager's duties hereunder. All Owners further agree to save, defend, indemnify, and hold harmless the Manager from all claims, actions, causes of action, liabilities, losses, damages, judgments, lawsuits, costs, fees or other expenses whether foreseeable or unforeseeable, including but not limited to, attorney's costs and fees, consultant's costs and fees, arising out of or in connection with the performance of the Manager's duties hereunder.

In any matters requiring the vote of the Owners, each Parcel shall be entitled to one vote each notwithstanding that said Parcel may be jointly owned and/or may have multiple Owners.

ARTICLE V

UTILITY SERVICE EXTENSION

An underground utility service extension will be installed within the existing thirty (30) foot-wide utility easement area depicted in Exhibit "A", and will span the entire length of the Road (the "Utility Service Extension"). Prior to the transfer of any Lots into separate ownership, any and all costs associated with the installation of the Utility Service Extension shall be borne solely by the Declarant. In the event that the Utility Service Extension has not been installed upon such time as the Declarant has conveyed title to the Parcels into separate ownership, the installation costs associated with the Utility Service Extension shall be shared by the then Owners of the Lots in equal proportion (one share per Parcel). Upon completion of the Utility Service Extension installation work, the Manager will each assess each Owner his pro rata share of the final Utility Service Extension installation costs. Failure to pay any such assessment within thirty (30) days of the notice of mailing thereof shall result in the accrual of interest and the placement of a continuing lien in the same manner and procedure set forth in Article 4.8 above.

ARTICLE VI

ENFORCEMENT

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 said 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.

ARTICLE VII

DURATION AND MODIFICATION

Section 1. Duration.

This Declaration shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject hereto (subject, however, to amendment and repeal as provided for herein) until January 1, 2045. Unless within one year prior to January 1, 2045, there shall be recorded an

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instrument directing the termination of this Declaration signed by owners of not less than three-fourths of the lots, this Declaration, as in effect immediately prior to the expiration date, shall continue automatically without any further notice for an additional period of ten years, and thereafter for successive periods of ten years, unless within one year prior to the expiration of any such period this Declaration is terminated as set forth in this paragraph.

Section 2. Modification of Restrictions. This Declaration, every provision hereof and every covenant, condition and restriction contained herein may be terminated, extended, modified, or amended with the written consent duly recorded, of the owners of seventy-five percent (75%) of the lots in the Park; provided, further, that so long as Declarant owns any interest in the Park no such termination, extension, modification, or amendment shall be effective without the written consent of Declarant. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the offices of the Recorder of Monterey County, California.

ARTICLE VII

MISCELLANEOUS

Section 1. Interpretation of Restrictions. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intent of this Declaration to interfere with or abrogate or annul easements, covenants and/or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use and/or occupancy of any Lot or upon the construction of buildings or structures or in connection with any other matters that are imposed or required by such provisions of law or ordinance or by such rules, regulations, or permits or by such easements, covenants, and agreements then in that case the provision of this Declaration shall control.

Section 2. Binding Upon Owners and Grantees. The undersigned, each present owner and each grantee hereafter of any part or portion of the property subject to this Declaration, and any purchaser under any contract of sale or lessee or tenant under any lease or tenancy (including a month-to-month tenancy) covering any part or portion of such property shall be subject to all of the restrictions, conditions, covenants and reservations provided for in this Declaration.

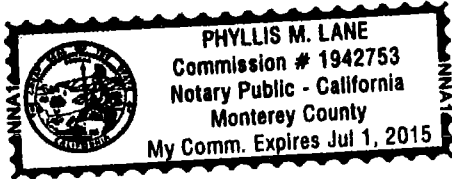
Section 3. Construction and Validity of Reservations. All of said restrictions, conditions, covenants and reservations contained in this Declaration shall be construed together; but if it shall at any time be held that any one or more of these restrictions,

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to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Phyllis M. Lane

Notary Public in and for the
State of California