

# RULES AND REGULATIONS OF MOUNT HERMON ASSOCIATION, INC.

Revised and adopted by Mount Hermon Association, Inc., March 21, 1974

Please read carefully and then attach to your lease or deed as these Rules and Regulations now supersede the existing statements and automatically become a part of your lease or deed.

## I. LANDS AND PROPERTIES

- A. Mount Hermon Association, Inc., hereinafter referred to as Association, was founded in 1929 as an Interdenominational Camp and Conference Center for the whole family. The intent of Association is to preserve the land in a Christian atmosphere and to maintain a Christian testimony by the conducting of Christian conferences for all age groups through its several Centers.
- B. Association is a legally qualified Corporation under State laws and shall be governed by its duly elected Board of Trustees, hereinafter referred to as the Board. The Board shall have the responsibility to establish such rules or regulations as may be needed to cause Mount Hermon Park in its totality to function in an equitable manner. To accomplish this, the Board has the authority to establish such rules and regulations as may hereinafter be established and such rules and regulations shall be a Lease or Deed restriction and shall run with the land.
- C. The grounds of Association at Mount Hermon shall be known as Mount Hermon Park, which title refers to and means any and all property belonging to Mount Hermon Association, Inc. and any and all property, title to which may have been derived from Mount Hermon Association, a corporation, either by direct or mesne conveyances. Within this area known as The Park, Association may, at its discretion, enclose the Park within fences or walls and charge a gate fee for entrance therein.
- D. Association may from time to time dispose of lots at such prices and upon such terms as it shall deem proper, provided that the person or persons so taking the lots shall take the same subject to the agreements and covenants covering them and running with the land. All such deeds, conveyances, contracts and leases made by or on the part of Association shall be executed and signed by the President or Vice President and attested by the Secretary with the corporate Seal of Association affixed thereto.
- E. Association reserves the right of first refusal to purchase at market value any property offered for sale or lease within the Park. Subject right may be exercised at Association's option up to and including the time the property is in escrow. In such an event, any escrow costs incurred by the prospective purchaser pertaining to the transaction will be reimbursed by Association.
- F. All roads, lanes, alleys or rights-of-way within the Park are privately owned by Association and are maintained by Association for the use of the property owners and their guests and by Association's guests. Association may at its discretion, deny such access if in the opinion of Association a violation of said rules and regulations has been observed. It is understood that the speed limit throughout the Park is at a maximum of 15 miles per hour with caution to be exercised at all times. Any and all motor-driven vehicles upon the private roads, lanes and alleys must be approved for use by the California Motor Vehicle Department, licensed for highway use, and operated under the limitations of the California Vehicle Code.

## II. BUILDINGS, TREES AND MAINTENANCE OF SAME

- A. In order to preclude the possibility of over-development of the Park and in order to provide safety because of the use of septic systems and to assure all owners a sufficient supply of water, the Board has ruled that except for unusual circumstances, each home site must consist of a minimum of two lots. Permits for building will be issued only by approval of the Board. Such permission must be gained prior to submission of plans to the County Agencies.
- B. No building shall be erected in the Park or upon any ground sold or leased by Association until plans for the same shall have been approved by Association or the Agent or Officer of Association appointed to make such approval, and said building must be constructed in conformity with the approved plans or required changes as specified by Association. No addition, alteration or improvement to the exterior (including change of exterior color) of any kind shall be built, erected or made in any way in said Park without the approval of said Agent or Officer. The approval of such Agent or Officer must, in every case, be given in writing in order to make it valid.
- C. No building which is erected in said Park shall be distant from the street line of the lot on which it is to be erected less than a minimum of 20 feet from said front lot line. All side setbacks shall be a minimum of 10 feet from each side unless the lot is 50 feet or less, under which circumstances a 5 foot setback on each side may be allowed.
- D. Any construction, addition, alteration or improvement shall not only be subject to approval from Association, but is subject to be constructed in conformity with the building codes so specified by the Santa Cruz County Building Inspector's Office and shall be subject to approval from the Santa Cruz County Health Office and Santa Cruz County Planning Department.
- E. Association shall have the liberty to examine and inspect such properties which appear to be in violation of said regulations and ordinances and shall report the condition or conditions to the proper authorities.
- F. No tents, tree houses or temporary structures may be erected at any time on any property. However, a variance from this (other than front yard) may be considered by application from Association.
- G. All fences or walls must conform to Santa Cruz County Planning Department and Building Department standards and must be submitted in advance to Association for approval. There shall be no barbed wire used. Said fences or walls will not be permitted along such roadways or intersections which obstruct sight lines at elevations between two and six feet above the roadways.
- H. Shrubs, brush, trees and other plants will not be allowed which obstruct sight visibility at intersections, without proper care being taken to assure a safe visibility factor for all traffic.
- I. Due to the extreme fire hazard of our forested area which may cause loss of property and life, it is requested that a certain openness be maintained on all properties and particularly around all buildings located within the Park and that all properties shall be subject to the State Forest Fire laws as enforced by the State Forester and defined in the Public

Resources Code. As added fire protection, Association encourages additional clearing of flammable vegetation such as Bay, Tan Oak trees and brush and a general cleaning of the area. Association may inform the owner of record, that such clearance of dead trees, windfalls, brush, etc., must be accomplished, and if, after a reasonable allotted time, the owner has not taken steps toward the clearing of the property, Association, at its option, may remove the flammable vegetation including dead trees and brush, etc., and bill said owner for the total amount expended in the removal of said vegetation. If payment is not made within the stipulated time for such work accomplished, legal action may be instituted resulting in the filing of a lien against the property.

In order to protect the area from removal of valued trees, it shall not be permitted for anyone holding ground by lease or deed from Association to cut down or in any way to kill or destroy any tree upon such property which may be more than 12" in diameter at any point above the ground, without the written consent of Association. Such consent may be granted only after proper application on the prescribed form has been submitted to Association office. It shall also not be permitted for anyone to pick, cut, destroy or remove flowers, ferns, bushes, trees or shrubbery of any sort grown upon the grounds owned by the Association without the written consent of Association.

In cases of fallen or condemned timber upon any and all lots which have been sold or leased by Association, Association shall have the right to remove at the owner's expense such trees and to use or destroy the same at its discretion, but only after proper written notification to the owner to remove said timber within a stipulated time.

### **III. HOMEOWNER BILLINGS**

**Amended and Adopted by Board of Directors May 8, 2010, effective June 1, 2010.**

- A. The Association provides and maintains roads, recreation fields, trails, bridges, and other improvements throughout the Park for the use and enjoyment of the property owner. Therefore, a portion of the costs of same are to be borne by the property owner through payment of an Improvement Assessment, the amount of which will be established periodically by the Board of Directors. For assessment purposes, parcels will be categorized as improved parcels or unimproved parcels. Invoices for the improvement assessment will be mailed to each property owner of record. The assessment is billed periodically during the year with payment due 30 days from each invoice date.
- B. The Association also provides water for property owners. Water system base fees, surcharge fees and water usage charges are established periodically by the Board of Directors. These fees and charges are billed periodically during the year with payment due 30 days from each invoice date.
- C. Accounts with a balance past due for either the improvement assessment or water service may be subject to late fees, interest charges, collection costs, the filing of a lien against the property and/or the termination of water service. Billing and payment policies are determined by the Mount Hermon Operations and Accounting offices. Property owners will be notified at least 60 days in advance of any changes made to billing and payment policies.

#### **IV. ANIMALS**

- A. No private barn or stable shall be built upon the Park grounds for the use of livestock or poultry of any kind. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except by Association approval, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and that they are kept confined or on a leash at all times. Any unconfined animal found in the Park shall be impounded and will only be released to the owner by a payment of a \$10.00, impound fee and any other additional cost of impoundment. Association will designate a Poundmaster who will be remunerated from impoundment fees. Said Poundmaster will be authorized to take drastic measure with animals running continually at large. Animals not claimed within 5 days shall be disposed of. Association shall not be required to notify owners of such impoundments.

#### **V. REFUSE**

- A. All kitchen or other garbage, refuse of all sorts and offensive substances and things to be rejected, must be kept in a sanitary, closed container or other suitable receptacle which shall be placed in a convenient location where contents can be removed by any rubbish disposal firm serving the Park. Receptacles must be stored away from view from the roads.

#### **VI. SIGNS AND BUSINESS RESTRICTIONS**

- A. There shall be no advertisements or announcements placed on any property in the Park except by consent of Association and then only in such places and ways as shall be prescribed by Association. Association provides a licensed real estate office, which is thoroughly conversant with the total needs and requirements of Association and all owners are requested to list their properties only with the Mount Hermon Real Estate Office. In the event an owner elects to handle the sale of his own property, he may be allowed to post one "For Sale By Owner" sign, not to exceed 150 square inches in size.
- B. No business shall be conducted in the Park or upon grounds obtained from the Association by lease or deed except by written contract with the Association.
- C. No persons shall act in the Mount Hermon Park as Agent or Solicitor for business not connected with Association unless he shall have first secured a contract for the same from Association.

#### **VII. MISCELLANEOUS RESTRICTIONS**

- A. Mount Hermon Park is maintained by Association to further the Christian faith and therefore, the conduct of the property owners, lessees and any other occupants of the premises should not be out of harmony with such purposes. No intoxicating drinks shall be consumed as beverages upon any grounds owned and operated by the Association. All gambling in every form whatsoever is likewise prohibited upon any grounds owned by the Association. Neither shall drunkenness, profanity or obscenity be permitted, and this rule will be enforced under the provisions of Section 415 of the Penal Code. (Disturbing the Peace.)

- B. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- C. Association reserves the right to refuse service to any individual, or to have any individual removed from Mount Hermon Park who creates a disturbance or who causes any breach of the peace as is defined in Section 415 of the California Penal Code, or who refuses to adhere to the Rules or Regulations set forth herein.
- D. Any recreational activity that may be deemed a nuisance may be abated by notice and shall be regulated by the Board.

## **VIII. ENFORCEMENT**

- A. Violation or breach of any restriction herein contained shall give to the Grantor or its successors and assigns and to every owner of property subject to these restrictions the right to take such action in law or in equity against the owner of the property as to which said violation or breach exists and at the expense of the owner thereof for the purpose of enforcing any other provisions of these restrictions and to enjoin or prevent any violation or attempted violation of the provisions of these restrictions and to cause said violation to be remedied or to recover damages therefore.
- B. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner either public or private shall be applicable against every such result and may be exercised by Declarant, whereby any owner of property will be subject to these restrictions.
- C. Invalidation of anyone or more of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.