

RECORDING REQUESTED BY:
Mount Hermon Association, Inc.

And when recorded mail document to:

Mount Hermon Association, Inc.
Real Estate Department
P.O. Box 413
Mount Hermon, CA 95041

(831) 335-4466

SPACE ABOVE FOR RECORDER'S USE ONLY

Amendment to the Notice

Revised and adopted by Mount Hermon Association, Inc.
September 18, 2021

RULES AND REGULATIONS OF MOUNT HERMON ASSOCIATION, INC.

Please read carefully and then attach to your lease or deed as these amended Rules and Regulations now supersede the prior Rules and Regulations of Mount Hermon Association, Inc., originally recorded by notice containing the Rules and Regulations of Mount Hermon Association, Inc., which was recorded December 15, 1971 in Book 2154 at Page 621, Santa Cruz County Records, State of California, and automatically become a part of your lease or deed.

PREAMBLE

Mount Hermon Association, Inc., hereinafter referred to as the Association, was founded in 1906 and began selling lots to private parties to raise funds for the Association. The deeds contained restrictions, which included adherence "to rules and regulations which are now or hereafter adopted by the Association." The Association was re-incorporated in 1929 as a nonprofit, Interdenominational Camp and Conference Center for the whole family. The intent of the Association is to preserve the land in a Christian atmosphere and to maintain a Christian testimony by conducting Christian camps and conferences for all age groups.

The Association is a legally qualified, non-profit, Corporation under State laws and shall be governed by its duly elected Board of Directors, hereinafter referred to as the Board. The Board shall have the responsibility to establish such rules or regulations referenced above as may be needed to cause Mount Hermon Park, in its totality, to function in an equitable manner. Such rules and regulations shall continue to be a Lease or Deed restriction and shall run with the land.

Mount Hermon Association properties are used to further the Christian faith; therefore, the conduct of the other property owners, lessees and any other occupants as well as visitors of the Park shall not act to detract from such purposes. Pursuant to the Santa Cruz County Code, no loud gatherings, amplified sound, construction or noise is permitted before 8:00 a.m. or after 10:00 p.m. No intoxicating substances, e.g., alcohol, cannabis, etc., shall be consumed by residents of Mount Hermon Park or their guests upon any common areas owned and operated by the Association. Examples of common areas: fields, trails, roadways and parking lots. Additionally, all gambling in any form is likewise prohibited upon any grounds owned by the Association. Neither shall public drunkenness, illegal use of controlled substances, profanity or obscenity be permitted. This rule will be enforced under the provisions of Section 415 of the Penal Code (Disturbing the Peace) as well as all civil remedies.

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. The 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.

Any recreational activity that may be deemed a nuisance may be abated by notice and shall be regulated by the Board.

ARTICLE 1

LANDS AND PROPERTIES

Section A. The grounds at Mount Hermon shall be known as Mount Hermon Park, which title refers to and means any and all private property title to which may have been derived from Mount Hermon Association, a corporation, either by direct or intermediate conveyances. Within this area known as The Park, the Association may, at its discretion, enclose the Park within fences or walls and charge a gate fee for entrance therein.

Section B. The 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 such as the Rules and Regulations referenced herein covering them and running with the land. All such deeds, conveyances, contracts and leases made by or on the part of the Association shall be executed and signed by the authorized representative of the Association.

Section C. The Association shall have the right of first refusal to purchase any real property offered for sale within the Park for which the owner receives a bona fide offer to purchase that is acceptable to the owner. A "bona fide offer" shall mean a genuine offer that is made in good faith by an unrelated third party. If an owner of property within the Park receives a bona fide offer to purchase said property from a third party, which offer is acceptable to the owner, the owner shall give written notice of the offer to the Association, including a copy of the offer, and the Association shall have fifteen (15) days after receipt of such notice to elect to purchase the real property that is the subject of the bona fide offer for the same consideration and upon the same terms and conditions contained in the offer. This information should be directed to the

Real Estate Department of the Mount Hermon Association, Inc. (call for information to electronically submit the offer). If the Association exercises its right of first refusal to purchase the property, the Association and the owner shall be deemed to have entered into a purchase contract on the same terms and conditions as set forth in the offer. If the purchase contract gives the Association the right to terminate the contract, and the Association elects to so terminate the contract, then the owner shall be free to sell the property to said third party pursuant to the terms set forth in the offer. If the Association fails to give the owner written notice of the Association's exercise of its right of first refusal with respect to the offer within said fifteen (15) day period (which shall be extended to the next business day if the final day of said 15-day period expires on a weekend or holiday), then the Association's right of first refusal with respect to the offer shall terminate and the owner shall be free to sell the real property on the terms set forth in the offer. If any of the terms and conditions of the offer are changed in any material respect that is favorable to the buyer, beyond reducing the consideration by less than two percent (2%), the owner shall notify the Association in the same manner specified above as if a new bona fide offer had been received by the owner. If the Association does not exercise its right of first refusal with respect to a particular offer, the right of first refusal shall remain in effect with respect to subsequent bona fide offers that are acceptable to owner or to any successive owner. Without limiting the foregoing, if the Association declines to exercise its right of first refusal with respect to a bona fide offer, and if the property is sold pursuant to said bona fide offer, the right of first refusal shall continue to be binding on the new owner and all successive owners. Any conveyance shall be subject to the Rules and Regulations of Mount Hermon Association, Inc., as amended from time to time. The right of first refusal shall constitute a covenant running with the land and shall be binding upon all owners of real property within the Park, and their successors and assigns.

Notwithstanding any other provision hereof, the right of first refusal shall not apply to a transfer of real property within the Park that is made: (i) by devise pursuant to the terms of a will or trust; (ii) pursuant to intestate succession; (iii) by one co-owner to another co-owner; (iv) between related parties such that the transaction is not considered an arms' length transaction; (v) by gift; (vi) pursuant to a foreclosure sale; or (vii) pursuant to a lot line adjustment involving the transfer of less than a full parcel of land.

ARTICLE 2

ROADS, TRAFFIC AND PARKING

Section A. All roads, lanes, alleys or rights-of-way within the Park are owned by the Association and are maintained by the Association for the access and use of the property owners and their guests and by the Association's guests. The Association may at its discretion, deny such access if in the opinion of the Association a violation of said rules and regulations has occurred. The maximum speed limit throughout the Park is 15 miles per hour with caution to be exercised at all times. Any and all motor-driven vehicles including motorcycles, mini-bikes and scooters upon the private roads, lanes and alleys must be approved for use by the California Motor Vehicle Department. The operator shall be duly licensed and the vehicle operated under the limitations of the California Vehicle Code. Exceptions may be granted by application to the Association for unlicensed vehicles such as golf carts.

Section B. The right of way of roads owned by the Association generally extends beyond the actual paved surface of the roadway. A maximum of two operable vehicles per address may be properly parked in the right-of-way, in front of a resident's property, provided they are completely off the paved roadway. Any vehicle exhibiting an expired registration, flat tire, improper parking substantial damage or otherwise inoperable condition will be deemed derelict and towed after a 72 hour notice by the Association.

Section C. No parking of equipment, materials, boats, trailers, recreation vehicles or campers of any kind is permitted on or adjacent to roads, right of ways or in the Association parking lots. Exceptions may be granted by the Association for service and delivery vehicles for a limited amount of time.

ARTICLE 3

BUILDINGS, TREES AND MAINTENANCE OF PROPERTIES

Section 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, Santa Cruz County has adopted a county code which includes zoning and building requirements which must be followed.

Section B. Any construction, addition, alteration or improvement of any property in the Park shall be constructed in conformity with applicable codes. All appropriate county permits shall be obtained prior to construction. A copy of the permit application with the technical documents shall be provided to the Association. The Association may, at its discretion, request changes be made to the outside appearance, style or color scheme of structures. It would be the goal of the Association that all structures reflect the natural setting and be consistent in scale and style of other, similar construction in the Park.

Section C.

- A. Santa Cruz County Code and applicable zoning and building regulations restrict the outdoor storage of vehicles, personal property and materials. Approved storage structures and adequate screening from public view under said restrictions shall be required of all properties within the Park. The Association shall examine and inspect any properties which appear to be in violation of codes, regulations and ordinances and shall report the conditions to the proper authorities.
- B. No tents for camping or for storage of vehicles or goods or temporary structures may be erected at any time on any property. Tree houses or play structures may be erected if they are safely and aesthetically designed, and placed on the property in such a way as not to detract from the natural surroundings or cause a nuisance to the neighboring properties. Storage sheds, tree houses or play structures must be within the restrictions of the County Code, zoning and building regulations and approved by the Association prior to construction. All vehicles, materials, equipment and personal property of all kinds shall be stored in accordance with the provisions of Santa Cruz County Code, inside approved structures or in rear or side yards in a manner screened from viewing from the roads.

- C. All fences or walls must conform to Santa Cruz County Code and Planning Department and Building Department standards. There shall be no barbed wire used without prior approval of the Association. 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.
- D. Shrubs, brush, trees and other plants shall be maintained by the property owner to preserve sight visibility at intersections for all traffic.
- E. 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 Fire Code as enforced by the California State Fire Marshall, Cal Fire and the Felton Fire Protection District. As added fire protection, the Association encourages additional clearing of flammable vegetation such as Bay, Tan Oak trees, tall grasses and brush, non-native species and general cleaning of the area. The 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, the 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.
- F. 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 the 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 the Association. Such consent may be granted only after proper application on the prescribed form has been submitted to the 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 the Association.
- G. In cases of fallen or condemned timber upon any and all lots which have been sold or leased by the Association, the 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.

ARTICLE 4

MAINTENANCE AND WATER FEES

Section A. The Association provides and maintains certain designated roads, trails and bridges throughout the Park for the use and enjoyment of the property owners. Therefore, a portion of the costs of same are to be borne by the property owners through payment annually of a Maintenance Fee, the amount of which will be established periodically by the Board of Directors. Parcels will be categorized as improved parcels or unimproved parcels. Invoices for the Maintenance Fee will be billed periodically and mailed to each property owner of record with payment due 30 days from each invoice date.

Section B. The Association also provides water for property owners. Initial connection fees, 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.

Section C. Accounts with a balance past due for either the Maintenance Fee or water service may be subject to late fees, interest charges, collection costs, disconnection and reconnection fees, the filing of a lien against the property and/or the termination of water service. Billing and payment policies are determined by the Association Operations and Accounting offices. Property owners will be notified at least 60 days in advance of any changes made to billing and payment policies.

ARTICLE 5 ANIMALS

Section A. No livestock animals or poultry of any kind shall be raised, bred or kept on any lot for any commercial use. Domestic dogs, cats or other household pets may be kept as provided under the Santa Cruz County Code and such that they are not kept, bred or maintained for any commercial purpose. Dogs shall be kept confined or on a leash at all times. The Santa Cruz County Animal Control may impound any stray or abandoned animal found in the Park. Dogs and Cats must have collar ID tags indicating their owner's contact information. No animals shall be kept in the Park that are a habitual nuisance or annoyance to persons with ordinary sensibilities. Animal owners shall immediately pick up and properly dispose of any waste created by their animal on any property in the Park owned by the Association or others in the park.

ARTICLE 6 REFUSE

Section 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. Residents shall comply with Santa Cruz County Code provisions regarding placement and return of receptacles within 24 hours of the disposal firm's service. It is the goal of the Association that all receptacles be stored in a manner preventing view from the roads.

ARTICLE 7 SIGNS AND BUSINESS RESTRICTIONS

Section A. Santa Cruz County provides zoning and use restrictions on all properties within the Park. The principal use of such properties shall be residential or in furtherance of the ministry of Mount Hermon Association. Accordingly, subject to the limitations and specified exceptions provided by the Santa Cruz County Code and state and federal law, there shall be no signage, or commercial business operated on any property in the Park. Any incidental business activity

shall be limited as provided by law and shall not adversely impact traffic, parking, noise, odors or cause a neighborhood disturbance.

Section B. There shall be no door-to-door solicitation of any kind or distribution of handbills, advertisements, announcements or other materials except by prior written agreement with the Association. Children who reside in the Park may solicit for school, church or other non-profit fund raising activities.

ARTICLE 8 ENFORCEMENT

Section A. Violation or breach of any restriction herein contained shall give to the Association or its successors and assigns and to every owner of property subject to these restrictions, the right to take such action in law or 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 therefor.

Section 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. Every remedy allowed by law or equity against every such result may be exercised against said person.

Section C. Enforcement actions are determined by Mount Hermon Association which may assign or appoint an agent or volunteer officer to carry out enforcement actions by separate agreement.

Section D. Invalidation of any one or more of these Rules and Regulations by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

MOUNT HERMON ASSOCIATION, INC.

By: _____
Randy Singley
Secretary, Board of Directors
Mount Hermon Association, Inc.

Dated: September 18, 2021