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Northview Homeowners Association  
c/o Kaiser & Swindells  
444 W. Ocean Boulevard, Suite 900  
Long Beach, CA 90802-4516

WHEN RECORDED MAIL TO

NAME Northview Homeowners Assoc.  
c/o Kaiser & Swindells  
MAILING 444 West Ocean Blvd.,  
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CITY, STATE Long Beach, CA  
ZIP CODE 90802-4516

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TITLE(S)

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
NORTHVIEW CONDOMINIUMS

RECORDING REQUEST BY AND MAILED TO:

Northview Homeowners Association  
c/o Kaiser and Swindells  
444 W. Ocean Blvd., Suite 900  
Long Beach, CA 90802-4516

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS  
NORTHVIEW CONDOMINIUMS

The Declaration of Covenants, Conditions and Restrictions, Northview Condominiums, recorded on November 30, 1983, as Document Number 83-1407416 of the Official Record of Los Angeles County, are hereby amended in the following respects:

Article III, Section 5, is amended to read as follows:

"SECTION 5: Equal Assessment. Regular, Capital Improvement and Reconstruction Assessments shall be levied upon each unit equally regardless of square footage."

Section 5 is added to Article IV as follows:

"SECTION 5: Additional Remedy. In the event that any assessment provided for in this declaration is delinquent, as defined in these Articles and state law, the Association may, at its option, and without waiving the right to pursue any other remedies available in this declaration or under the law, terminate any and all cable services provided by the Association to any unit concerning which there are delinquent assessments in the manner set forth hereafter.

"The Association may discontinue any cable television service it provides to a unit which is delinquent in its assessments only if all such assessments have not been paid after thirty days after delivery of notice of such delinquency from the Association. Such notice will be delivered by United States mail, first class, postage prepaid, to all record owners of the subject unit. Delivery as described in this section is completed when the notice is placed in the mail.

"Upon payment, by the owner, of all delinquent assessments and any charges imposed by the cable company for reinstatement of services, the Association shall reinstate cable television service no later than five days after such payments are made in full or the first day of the following calendar month, whichever is later.

"In the event that cable television service to a unit has been discontinued, pursuant to this section, for an entire calendar month, the Association shall not levy a cable television service assessment (as described in Article III, Section 9 hereof) for the month of the termination."

On November 3, 1998, 54 percent (54%) of the owners of condominiums within the project voted to approve the aforementioned amendments, all in accordance with the procedures for amendment set forth in the original Declaration. On November 3, 1998, 100 percent (100%) of the Board of Directors of the Association voted to approve the amendments set forth herein, all in accordance with the procedures for amendment set forth in the original declaration.

In that there is currently only a one class voting structure and that at least one escrow has closed in the project and further that the subdivider or his or her successor in interest holds or directly controls less than one-fourth of the votes that may be cast to effect this amendment, as described in California Business and Professions Code section 11018.7, prior written consent of the Real Estate Commissioner of the Department of Real Estate, State of California, is not required to validate this amendment.

DATED: December 6, 1998

NORTHVIEW HOMEOWNERS ASSOCIATION, INC.

BY: Cornel Tubman  
President

BY: Tracy M. Walker  
Secretary

~~State of California )~~

~~County of Los Angeles )~~

~~SS~~

On \_\_\_\_\_, 1998, before me, the undersigned, a notary public in and for the County of Los Angeles, State of California, personally appeared \_\_\_\_\_ known to me to be the President and \_\_\_\_\_ known to me to be the Secretary of Northview Homeowners Association, Inc., had executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

Witness my hand and Official Seal.

\_\_\_\_\_  
Notary Public in and for said County and State.

My commission expires:

\_\_\_\_\_  
(COS Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

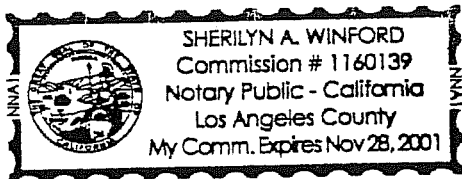
State of CALIFORNIA

County of LOS ANGELES

On DECEMBER 6, 1998 before me, SHERILYN A. WINFORD, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CONNIE RUBSAHEN AND TRASE M. WALLER  
Name(s) of Signer(s)

personally known to me ~~OR~~  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ they executed the same in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sherilyn A. Winford  
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: AFFIDAVIT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS NORTHVIEW CONDOMINIUMS

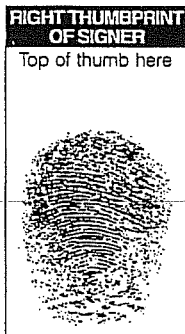
Document Date: DECEMBER 6, 1998 Number of Pages: THREE (3)

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: CONNIE RUBSAHEN

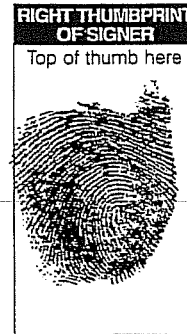
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: PRESIDENT



Signer Is Representing:  
NORTHVIEW HOMEOWNERS ASSOCIATION

Signer's Name: TRASE M. WALLER

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



Signer Is Representing:  
NORTHVIEW HOMEOWNERS ASSOCIATION

**CERTIFICATE OF AMENDMENT TO BY-LAWS**

Whereas, The original By-Laws – Northview Homeowners’ Association, certified by the duly elected and acting Secretary of Northview Homeowners Association, on November 10, 1983; and

Whereas, the Board of Directors and membership approved amendments to the original By-Laws changing the name of the Association to Northview Condos, Inc., by the requisite votes, all in accordance with the requirements of the original By-Laws as follows:

The title of the By-Laws, as found on pages i and 1, is amended to read as follows:

“By-laws of Northview Condos, Inc”

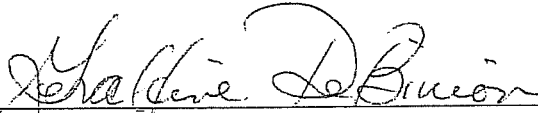
Article I, Section 3 of the By-Laws is amended to read as follows:

“SECTION 3: Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws, as the same may be amended from time to time, as therein provided.

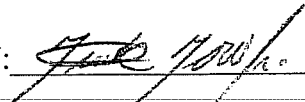
The mere acquisition or rental of any of the ‘units’ of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the ‘Declaration of Covenants, Conditions and Restrictions – Northview Condos, Inc.’ a condominium project (which shall hereinafter be referred to as ‘Declaration’), as accepted, ratified and will be complied with.”

I hereby certify that I am the duly elected and acting Secretary of Northview Condos, Inc., a California nonprofit mutual benefit corporation and that the foregoing By-Laws, including the amendments as set forth herein, comprising twenty-one (21) pages (including the two page index thereto, the original certification and this certificate of amendment), is a true and correct copy of the By-Laws of Northview Condos, Inc. as amended to date.

DATED: July 18, 2002

BY:   
Secretary

ATTEST:

BY: 

AMENDMENT TO BY-LAWS – NORTHVIEW HOMEOWNERS’ ASSOCIATION

The original By-Laws – Northview Homeowners’ Association, certified by the duly elected and acting Secretary of Northview Homeowners Association, on November 10, 1983 are hereby amended in the following respects:

The title of the By-Laws, as found on pages i and 1, is amended to read as follows:

“By-laws of Northview Condos, Inc”

Article I, Section 3 of the By-Laws is amended to read as follows:

“SECTION 3: Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws, as the same may be amended from time to time, as therein provided.

The mere acquisition or rental of any of the ‘units’ of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the ‘Declaration of Covenants, Conditions and Restrictions – Northview Condos, Inc.’ a condominium project (which shall hereinafter be referred to as ‘Declaration’), as accepted, ratified and will be complied with.”

On July 18, 2002, seventy-five percent (75 %) of the owners of condominiums within the project voted or assented in writing to approve the aforementioned amendment, all in accordance with the procedures for amendment set forth in the original By-Laws.

On July 18, 2002, one hundred percent (100 %) of the Board of Directors of the Association voted to approve the amendment set forth herein, all in accordance with the procedures for amendment set forth in the original By-Laws.

DATED: July 18, 2002

NORTHVIEW CONDOS, INC.

By: *Therese Ryan*  
President

By: *Araldine D. Bineon*  
Secretary

This document is an exact copy (not prepared by the County Recorder) of a CC&P's

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Owen Kent Sanders, J.D.  
3902 Albury Avenue  
Long Beach, CA 90808

CALIFORNIA LAND TITLE COMPANY  
a California corporation

Above Space For Recorder's Use Only  
*J. B. Salas*  
Executive Vice President

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTHVIEW CONDOMINIUMS  
LOS ANGELES COUNTY, CALIFORNIA

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

NORTHVIEW CONDOMINIUMS

LOS ANGELES COUNTY, CALIFORNIA

THIS DECLARATION is made this 10<sup>th</sup> day of NOVEMBER, 1983, by ANASTASI CONSTRUCTION COMPANY, a California Corporation, its successors and assigns, who shall hereinafter be referred to as "Declarant".

RECITALS

A. Declarant is the fee owner of the real property described as: Lots 1 & 2 of Tract 36893 in the city of Signal Hill, County of Los Angeles, State of California recorded in Book 942, pages 1 & 2 of maps records of Los Angeles County (The covered property).

B. Declarant has deemed it desirable to establish covenants, conditions, and restrictions upon the Covered Property and each and every portion thereof, which will constitute a general scheme for the management of the Covered Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property, a condominium project.

C. It is desirable for the efficient management of the Covered Property and the preservation of the value, desirability and attractiveness of the Covered Property to create a corporation to which should be delegated and assigned the powers of managing the Covered Property, maintaining and administering the Community Facilities and the Common Area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to and to perform such other acts as shall generally benefit the Covered Property.

D. Northview Homeowners' Association, a nonprofit corporation has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid.

E. Declarant will hereafter hold and convey title to all of the Covered Property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Covered Property, and the owners of said interests, their successors and assigns. These covenants, conditions,

restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

# ARTICLE I

## DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

SECTION 1. "Architectural Committee" shall mean and refer to the committee or committees provided for in the Article hereof entitled "Architectural Control."

SECTION 2. "Articles" and Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

SECTION 3. "Assessments." The following meanings shall be given to the Assessments hereinafter defined:

"Regular Assessment" shall mean the amount which is to be paid by each Member to the Association for Common Expenses.

"Special Assessment" shall mean a charge against a particular Owner and his Residence, directly attributable to the Owner, to reimburse the Association for costs incurred in bringing the Owner and his Residence into compliance with the provisions of this Declaration, the Articles, Bylaws or Association Rules, or any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws or Association Rules, together with attorneys' fees and other charges payable by such Owner, pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

"Reconstruction Assessment" shall mean a charge against each Member and his Residence representing a portion of the cost to the Association for reconstruction of any portion or portions of the Community Facilities or Common Area pursuant to the provisions of this Declaration.

"Capital Improvement Assessment" shall mean a charge against each Member and his Residence, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Community Facilities or Common Area which the Association may from time to time authorize pursuant to the provisions of this Declaration.

"Cable Television Service Assessment" shall mean a charge against a particular Owner and his Residence for cable television services obtained by the Association for the benefit of such Owner as provided in this Declaration.

SECTION 4. "Association" shall mean and refer to Northview Homeowners' Association, a nonprofit corporation, incorporated under the laws of the State of California, its successors and assigns.

SECTION 5. "Association Rules" shall mean rules adopted by the Association pursuant to the Article hereof entitled "Duties and Powers of the Association."

SECTION 6. "Board" shall mean the Board of Directors of the Association.

SECTION 7. "City" shall mean and refer to the City of Signal Hill, California, a municipal corporation of the State of California.

SECTION 8. "Common Area" shall mean all portions of the Project except the Units and, without limiting the generality of the foregoing, specifically including all structural projections within a Unit which are required for the support of a Condominium Building, gas, water, waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installations of the structures wherever located (except the outlets thereof when located within the Units), the land upon which the structures are located, the air space above these structures, all bearing walls, columns, floors, the roof, the slab foundation, common stairways, window glass and the like. Common Area shall specifically exclude all garage door opening systems and all air conditioning units notwithstanding that the foregoing are located in the Common Area.

SECTION 9. "Common Expenses" shall mean and refer to the actual and estimated costs of:

(a) maintenance, management, operations, repair and replacement of the Common Area, Community Facilities, and all other areas on the Covered Property which are maintained by the Association;

(b) unpaid Assessments;

(c) maintenance by the Association of areas within the public right-of-way of public streets in the vicinity of the Covered Property as provided in this Declaration or pursuant to agreements with the City;

(d) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(e) the costs of utilities, trash pickup and disposal, gardening and other services which generally benefit and enhance the value and desirability of the Covered Property;

(f) the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Community Facilities and the Common Area;

(g) the costs of any other insurance obtained by the Association;

(h) reasonable reserves as deemed appropriate by the Board;

(i) the costs of bonding of the members of the Board, any professional managing agent or any other person handling the funds of the Association;



(j) taxes paid by the Association;

(k) amounts paid by the Association for discharge of any lien or encumbrance levied against the Community Facilities or Common Area or portions thereof;

(l) costs incurred by the Architectural Committee or other committees established by the Board; and

(m) other expenses incurred by the Association for any reason whatsoever in connection with the Community Facilities and the Common Area, or the costs of any other item or items designated by this Declaration, the Articles, Bylaws or Association Rules, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

SECTION 10. "Community Facilities" shall mean all real property, and the improvements thereon, owned or leased from time to time by the Association for the common use and enjoyment of the Members, including without limitation any of the following: private storm drains, private streets, private utilities, private parks, open spaces, trails and slopes. Upon the date of the first conveyance of a Residence to an Owner, the Community Facilities shall be that certain property described on the Condominium Plan. Declarant shall convey the Community Facilities to the Association free of all liens and encumbrances except current real property taxes (which taxes shall be prorated as of the date of conveyance), title exceptions of record and the covenants, conditions, reservations and restrictions contained in this Declaration and the instrument which conveys the Community Facilities to the Association.

SECTION 11. "Condominium" shall mean an undivided 1/56th fractional interest in common with the other Owners within the Project, together with a separate interest in a Unit and all right, title and interest appurtenant thereto. Such fractional undivided interest in common of each Owner shall be as described in the instrument conveying a Condominium to such Owner and shall not be changed except as provided in the Section entitled "Amendment of Condominium Plan" of the Article hereof entitled "Destruction of Improvements" and the Section entitled "Change of Condominium Interest" of the Article hereof entitled "Eminent Domain."

SECTION 12. "Condominium Building" shall mean a separate building containing one or more Units or elements of Units.

SECTION 13. "Condominium Elements" shall mean the following elements of a Unit:

(a) "Balcony" shall mean that portion of a Unit designed for use as a balcony, and shall be identified on the Condominium Plan by a Unit number and the letter "B".

(b) "Residential Element" shall mean that portion of a Unit designed for use as a residence, and shall be identified on the Condominium Plan by a Unit number only and shall consist of the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each Residential Element and the space encompassed thereby, including the outlets of all utility installations therein and also including the interior surfaces of the firebox of each fireplace extending from the floor to the top of each fireplace, if any, and the space encompassed thereby, which adjoins any Residential Element.

SECTION 14. "Condominium Plan" shall mean that certain condominium plan recorded by Declarant in the Office of the County Recorder of Los Angeles County, California for the Projects and any amendments thereto. In interpreting deeds, leases, declarations and plans, the existing physical boundaries of a Unit constructed in substantial accordance with the Condominium Plan shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, lease, declaration or plan, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown on the plan or in the deed, lease, or declaration and those of the building as constructed.

SECTION 15. "Covered Property" shall mean and refer to all the real property described on the Condominium Plan.

SECTION 16. "Development" shall mean and refer to the real property described on the Condominium Plan.

SECTION 17. "Development Lessee" shall mean and refer to any individual, partnership, joint venture, corporation or other entity to which Declarant leases any portion of the Development for the purpose of developing on such leased land a residential, commercial or recreational project, and such lease or a memorandum thereof is recorded.

SECTION 18. "Exhibit" shall mean and refer to any document attached to this Declaration and such Exhibit is by that attachment and reference incorporated into this Declaration.

SECTION 19. "Federal Agencies" shall mean and refer to collectively one or more of the following agencies and the following letter designation for such agencies shall mean and refer to respectively the agency specified within the parentheses following such letter designation:

FHA (Federal Housing Administration), FHLMC (Federal Home Loan Mortgage Corporation), FNMA (Federal National Mortgage Association), GNMA (Government National Mortgage Association), VA (Veterans Administration).

SECTION 20. "Final Subdivision Public Report" shall refer to that report issued by the Department of Real Estate of the State of California pursuant to Section 11018.2 of the California Business and Professions Code or any similar statute hereafter enacted.

SECTION 21. "Institutional Mortgagee" shall mean and refer to a First Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, any federal or state agency, or any other institution regulated by federal or state law.

SECTION 22. "Member" shall mean and refer to every person or entity who qualifies for membership pursuant to the Article of this Declaration entitled "Membership," including Declarant so long as Declarant qualifies for membership pursuant to said Article.

SECTION 23. "Mortgage" shall mean and refer to any duly recorded mortgage or deed of trust encumbering a Residence. A "First Mortgage" shall refer to a Mortgage which has priority over any other Mortgage encumbering a specific Residence.

SECTION 24. "Mortgagee" shall mean and refer to the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall mean the holder of a Mortgage that has priority over any other Mortgage encumbering a Residence.

SECTION 25. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a Residence, including Declarant, or the vendee under an installment land sales contract, but excluding those having any such interest merely as security for the performance of an obligation. If a Residence is leased by Declarant for a term in excess of twenty (20) years and the lease or memorandum thereof is recorded, the lessee or transferee of the leasehold interest and not the Declarant shall be deemed to be the Owner. If fee title to a Residence is owned other than by Declarant, the Owner of the fee title and not the lessee of such Residence shall be deemed the Owner regardless of the term of the lease.

SECTION 26. "Project" shall mean the portion of the Covered Property for which Declarant records a Condominium Plan in the Office of the County Recorder of Los Angeles County, California, and which Declarant designates as a Project in this Declaration. The real property and all improvements constructed thereon known as Lots 1 & 2 of Tract 36893 as per map filed in Book 942 pages 1 & 2 inclusive in the office of the County Recorder of Los Angeles County, California is hereby designated as a Project.

SECTION 28. "Residence" shall mean and refer to a Condominium .

SECTION 29. "Restricted Common Area" shall mean those portions of the Common Area which, subject to the rights of the Association and Declarant, are reserved for the exclusive use of the Owners of particular Units. The Restricted Common Area and the Units, the Owners of which shall be entitled to such exclusive use thereof, are identified on the Condominium Plan as follows:

Restricted Common Area: PARKING STALL

Parking Stall shall mean that portion of the common area for the exclusive use as a parking stall and has been identified on the Condominium Plan by a number between 57 and 169 inclusive. Said areas are to be assigned at the time of sale.

SECTION 30. "Trustee" Shall mean and refer to the insurance trustee as more fully described in the Article hereof entitled "Insurance."

SECTION 31. "Unit" shall mean the elements of a Condominium not owned in common with the Owners of other Condominiums in a Project and shall consist of a Residential Element together with one or more other Condominium Element set forth in this Article. Each Unit shall be identified on the Condominium Plan with a separate number.

## ARTICLE II

### MEMBERSHIP

SECTION 1: Membership. Every Owner shall be a Member. The terms and provisions set forth in this Declaration, which are binding upon all Owners are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles, Bylaws and Association Rules to the extent the provisions thereof are not in conflict with this Declaration. Membership of Owners shall be appurtenant to and may not be separated from the interest of such Owner in any Residence. Ownership of a Residence shall be the sole qualification for membership; provided, however, a Member's voting rights or privileges in the Community Facilities, or both may be regulated or suspended as provided in this Declaration, the Bylaws or the Association Rules. Not more than one membership shall exist based upon ownership of a single Residence.

SECTION 2: Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred to the transferee of the interest of an Owner required for membership. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner.

SECTION 3: Voting Rights. An Owner's right to vote shall vest immediately upon the date Regular Assessments commence upon such Owner's Residence as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws and Association Rules.

SECTION 4: Classes of Voting Membership. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Residence in which they hold the interest required for membership. When more than one person owns a portion of the interest in a Residence required for membership, each such person shall be a Member and the vote for such Residence shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Residence. The Association shall not be required to recognize the vote or written assent of any such co-Owner except the vote or written assent of the co-Owner designated in a writing executed by all of such co-Owners and delivered to the Association.

Class B. The Class B Member shall be Declarant. The Class B member shall be entitled to three (3) votes for each Residence in which it holds the interest required for membership; provided

that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total outstanding votes held by the Class A members equal the total outstanding votes held by the Class B member;
- (b) two (2) years from the original issuance of the final subdivision public report for the project.

SECTION 5: Special Class A voting Rights. Notwithstanding the provisions of this Article, for so long as a majority of the voting power of the Association resides in the subdivider, at any meeting of Members at which directors are to be elected, the Class A Members shall, by majority vote, among themselves elect the number of directors required to equal twenty percent (20%) of the total number of directors on the Board. In the event twenty percent (20%) of the total number of directors is equal to any fractional number, the number of directors to be elected pursuant to the special Class A voting right shall be rounded to the next higher whole number.

SECTION 6: Approval of Members. Unless elsewhere otherwise specifically provided in this Declaration or the By-Laws, any provision of this Declaration or the By-Laws which requires the vote or written assent of a specified majority of the voting power of the Association or any class or classes of membership shall be deemed satisfied by the following:

(a) The vote of the specified percentage at a meeting duly called and noticed pursuant to the provisions of the By-Laws dealing with annual or special meeting of the Members. Such percentage must include the specified number of all Members entitled to vote at such meeting and not such a percentage of those Members present;

(b) Written consents signed by the specified percentage of Members as provided in the By-Laws. Except where cumulative voting is a requirement for the election of governing body members, an election may be held without a meeting if done in compliance with the provisions of Section 7513 of the Corporation Code.

(c) In any matter requiring the consent of the Members, but not specifically provided for in this Declaration or the Articles, By-Laws or any contract executed by the Association, a simple majority of the voting power of Members entitled to vote on such matters shall suffice.

SECTION 7: Approval By Each Class of Members. Any provision in the governing instruments calling for membership approval of action to be taken by the Association, except provisions with respect to the action to enforce the obligations of the subdivider under any completion bond, shall expressly require the vote or written assent of the prescribed percentage of each class of membership during the time that there are two outstanding classes of membership. Any requirement elsewhere in the Articles of Incorporation, Bylaws, and Declaration of Restrictions, except with respect to the action to enforce the obligations of the subdivider under any completion bond, that the vote of the subdivider shall be excluded in any such determination shall be applicable only if there has been a conversion of class B members to class A members, and the same shall be read so as to require the prescribed percentage of the class A members and the prescribed percentage of the class A members other than the subdivider.

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: Creation of the Lien and Personal Obligation of Assessments. Each Owner including the Declarant to the extent Declarant is an Owner as defined herein, of any Residence by acceptance of a deed or other conveyance, creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, Capital Improvement Assessments, Reconstruction Assessments, and Cable Television Service Assessments, if applicable, such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late charges, attorneys' fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Residence against which each such Assessment is made. Each such Assessment, together with such interest, late charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Residence at the time when the Assessment becomes due. The personal obligation shall not pass to the successors in title of an Owner unless expressly assumed by such successors.

SECTION 2: Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the Members, the management of the Covered Property, enhancing the quality of life in the Covered Property, and the value of the Covered Property including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Community Facilities and Common Area, or in furtherance of any other duty or power of the Association.

SECTION 3: Regular Assessments. Not later than sixty (60) days prior to the beginning of each fiscal year, the Board shall distribute to each Member a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred for such fiscal year. The Board shall at that time determine the amount of the Regular Assessment to be paid by each Member. Each Member shall thereafter pay to the Association his Regular Assessment in installments as established by the Board. Each such installment shall be due and payable on a date established by the Board in the written notice sent to Members. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Member, and the date or dates when due. After the Association's first fiscal year of operation, it shall not impose an initial Regular Assessment which will result in an increase of more than 20% over the amount of the Regular Assessment in the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider. Supplemental assessments may not be levied which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider.



SECTION 4: Capital Improvement Assessments. In addition to the Regular Assessments, and Supplemental Regular Assessment, the Association may levy in any calendar year, a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Area or Community Facilities to the extent the same is not covered by the provisions affecting Reconstruction Assessments in the Article hereof entitled "Destruction of Improvements", including the necessary fixtures and personal property related thereto. The Association shall not impose Capital Improvement Assessments, the aggregate amounts of which exceed five per cent (5%) of the estimated Common Expenses, as set forth in the Section of this Article entitled "Regular Assessments", without the approval of a majority of the voting power of the Association residing in members other than the subdivider. Any reserves collected by the Association for the future maintenance and repair of the Community Facilities and Common Area, or any portion thereof, shall not be included in determining said annual capital improvement limitation. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the Members.

SECTION 5: Unequal Assessment. Regular, Capital Improvement and Reconstruction Assessments shall be levied upon the basis of the ratio of square footage of the floor area of the unit to be assessed to the total square footage of all units to be assessed.

SECTION 6: Certificate of Payment. The Association shall, upon demand, furnish to any Member liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Residence have been paid, and the amount of delinquency, if any. A reasonable charge not to exceed Fifteen Dollars (\$15.00) may be collected by the Board for the issuance of these certificates. Such certificates shall be prima facie evidence or raise a rebuttable presumption of payment of any Assessment therein stated to have been paid.

SECTION 7: Exempt Property. All properties dedicated to and accepted by, or otherwise owned or acquired by, a public authority shall be exempt from the Assessments created herein.

SECTION 8: Special Assessments. Special Assessments shall be levied by the Board against a Residence to reimburse the Association for;

- (a) costs incurred in bringing an Owner and his Residence into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules;
- (b) any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws or Association Rules; and
- (c) attorneys' fees, interest and other charges relating thereto as provided in this Declaration.

In the event the Association undertakes to provide materials or services which benefit individual Residences and which can be accepted or not by individual Owners, such as tree trimming, such Owners in accepting such materials or services agree that the costs thereof shall be a Special Assessment.

SECTION 9: Cable Television Service Assessment. In the event the Board elects to contract for cable television service, Cable Television Service Assessments shall be levied by the Board against the Owners who have subscribed with the Association for such service. In such circumstances, the Cable Television Service Assessment shall commence as to such Owner on the first day of the month following the month in which he so subscribes and shall continue against such Owner and any subsequent transferee of his Residence until the first day of the month following the month in which any such Owner or transferee notifies the Board in writing that he no longer wishes to subscribe to such service, or the month in which the Board elects to cancel the Association's contract for cable television service. Service company must be licensed by City to provide such service.

SECTION 10: Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to all Residences on the first day of the month following the conveyance of the first Residence by Declarant to an individual Owner. It is provided, further, that in the event the amount budgeted to meet Common Expenses for the then current year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate. Until such time as the Class B Membership has ceased and been converted into Class A Membership, in no event shall a reduction in the amount or the abatement in the collection of Regular Assessments pursuant to this Section result in a quantity or quality of services diminished from those upon which the Common Expense budget for the year in question is based.

SECTION 11: No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Association is not properly exercising its duties and powers as provided in this Declaration; (ii) a Member has made or elects to make no use of the Common Area or Community Facilities; or (iii) any construction or maintenance performed pursuant to the Section entitled "Assumption of Maintenance Obligations" of the Article entitled "Repair and Maintenance" of this Declaration shall in any way postpone Assessments or entitle a Member to claim any such offset or reduction.

SECTION 12: Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect, or in effect from time to time hereafter.

SECTION 13: Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future

periodic maintenance, repair or replacement of all or a portion of the Community Facilities and Common Area, or any other purpose as determined by the Board. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. Such reserves shall be deemed a contribution to the capital account of the Association by the Members.

SECTION 14: Veto Right and Authority of the City. The City, at its option, has the right and authority to veto any action of the governing board which would tend to decrease the amount of the regular annual assessment, upon a finding by the City that such a decrease could or would adversely affect the long run maintenance of the Project structures and/or its common areas. To enable the City to exercise said optional veto, board actions to decrease the annual assessment, do not become effective until sixty (60) days after written notice of such action is given to the City.

## ARTICLE IV

### NONPAYMENT OF ASSESSMENTS

SECTION 1: Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said date (the "delinquency date"). If any such Assessment is not paid within thirty (30) days after delivery of notice of such delinquency from the Association, a late charge of Ten Dollars (\$10.00) shall be levied and the Assessment shall bear interest from the delinquency date at the rate of ten percent (10%) per annum. The Association may, at its option, and without waiving the right to judicially foreclose its lien against the Residence, pursue any available remedies, including, without limitation, bringing an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in the Section entitled "Notice of Lien" of this Article to foreclose the lien against the Residence. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of such action, and attorneys' fees incurred in connection with such action; and in the event a judgment is obtained, such judgment shall include said late charge, interest and a reasonable attorney's fee, together with the costs of action. Each Member vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent assessments.

SECTION 2: Notice of Lien. No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided until thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Residence, and a copy thereof is recorded by the Association in the office of the County Recorder in which County the properties are located; said notice of claim of lien must recite a good and sufficient legal description of any such Residence, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment at the rate of ten percent (10%) per annum, a late charge of Ten Dollars (\$10.00), plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

SECTION 3: Foreclosure Sale. Said Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized by the Board to make the sale after failure of the Owner to make the payments specified in the notice of claim of lien within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b, 2924c, 2924f, 2924g and 2924h of the Civil Code of the State of California as said statutes may from time to time be amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Residence, using Association funds, or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage and convey the same.

SECTION 4: Curing of Default. Upon the timely payment or other satisfaction of: (a) all delinquent Assessments specified in the notice of claim of lien, (b) all other Assessments which have become due and payable with respect to the Residence as to which such notice of claim of lien was recorded, and (c) interest, late charges, attorneys' fees and other costs of collection pursuant to this Declaration and the notice of claim of lien which have accrued, officers of the Association or any other persons designated by Board are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Twenty-five Dollars (\$25.00) to cover the costs of preparing and filing or recording such release.

## ARTICLE V

### ARCHITECTURAL CONTROL

SECTION 1: Appointment of Architectural Committee. The Architectural Committee shall consist of not less than three (3) nor more than five (5) persons as fixed from time to time by resolution of the Board. The Declarant shall initially appoint the Architectural Committee. The Declarant shall retain the right to appoint, augment or replace all members of the Architectural Committee until one (1) year after the date of the issuance of a Final Subdivision Public Report on the covered property. The Declarant shall retain the right to appoint, augment or replace a majority of the members of the Architectural Committee until five (5) years after the date of the issuance of said Subdivision Public Report, or until ninety per cent (90%) of the residences within the project have been conveyed by the Declarant, whichever shall first occur. Notwithstanding the foregoing, commencing one (1) year following the issuance of said Final Subdivision Public Report, the Board shall have the right but not the obligation to appoint the remaining persons to the Architectural Committee. Five (5) years after the date of the issuance of said Final Subdivision Public Report, or ninety percent (90%) of the Residences within the Development have been conveyed by Declarant, whichever shall first occur, the right to appoint, augment or replace all members of the Architectural Committee shall automatically be transferred to the Board. Persons appointed by the Board to the Architectural Committee must be Members; however, persons appointed by Declarant to the Architectural Committee need not be Members, in Declarant's sole discretion.

### SECTION 2: General Provisions.

(a) The Architectural Committee may establish reasonable procedural rules and may assess a fee not to exceed Fifty Dollars (\$50.00) per submission of plans in connection with review of plans and specifications including, without limitation, the number of sets of plans to be submitted; however, the Architectural Committee may delegate its plan review responsibilities to one or more members of such Architectural Committee. Upon such delegation, the approval or disapproval of plans and specifications by such persons shall be equivalent to approval or disapproval by the entire Architectural Committee. Unless any such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The address of the Architectural Committee shall be the principal office of the Association as designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and specifications and the place where the current Architectural Standards shall be kept.

(c) The establishment of the Architectural Committee and the systems herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain, repair, alter or modify or otherwise have control over the Residences as may otherwise be specified in this Declaration, in the Bylaws or in any Association Rules.

(d) In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been duly submitted in accordance with any rules regarding such submission adopted by the Architectural Committee, such plans and specifications will be deemed approved.

SECTION 3: Approval and Conformity of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Covered Property, nor shall there be any addition to or change in the exterior of any Residence, structure or other improvement including, without limitation, the painting of exterior walls and fences, unless plans and specifications therefor have been submitted to and approved by the Architectural Committee. The Board shall, from time to time, adopt and promulgate Architectural Standards to be administered through the Architectural Committee. The Architectural Standards shall include among other things those restrictions and limitations upon the Owners set forth below:

(a) Time limitations for the completion of the architectural improvements for which approval is required pursuant to the Architectural Standards;

(b) Conformity of completed architectural improvements to plans and specifications approved by the Architectural Committee; provided, however, as to purchasers and encumbrancers in good faith and for value, unless notice of noncompletion or nonconformance identifying the violating Residence and its Owner and specifying the reason for the notice, executed by the Architectural Committee, shall be filed of record in the Office of the County Recorder of Los Angeles County, California, and given to such Owner within thirty (30) days of the expiration of the time limitation described in subsection (a) above, or unless legal proceedings shall have been instituted to enforce compliance or completion within said thirty (30) day period, the completed architectural improvements shall be deemed to be in compliance with plans and specifications approved by the Architectural Committee and in compliance with the Architectural Standards of the Association, but only with respect to purchasers and encumbrancers in good faith and for value; and

(c) Such other limitations and restrictions as the Board in its reasonable discretion shall adopt, including, without limitation, the regulation of the following: construction, reconstruction, exterior addition, change or alteration to or maintenance of any building, structure, wall or fence, including, without limitation, the nature, kind, shape, height, materials, exterior color and surface and location of such dwelling or structure.

(d) Without limiting the generality of the foregoing, the Board shall adopt a landscape maintenance plan which ensures that tree trimming and topping techniques shall be utilized to prevent the impairment of view enjoyed by the Residences.

SECTION 4: Nonliability for Approval of Plans. Plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Members, the Board nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

SECTION 5: Appeal. In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board. The written request shall be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. The Board shall submit such request to the Architectural Committee for review, whose written recommendations will be submitted to the board. Within forty-five (45) days following receipt of the request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the appellant.

SECTION 6: Reconstruction After Destruction. The reconstruction after destruction by casualty or otherwise of any Residences which is accomplished in substantial compliance with the Condominium Plan filed covering the Project shall not require compliance with the provisions of this Article. Such reconstruction shall be conclusively deemed to be in substantial compliance with such Condominium Plan if it has received the approval of the Association.



ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1: General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the specific duties and powers specified in this Article.

SECTION 2: General Duties of the Association. The Association through the Board shall have the duty and obligation to:

(a) enforce the provisions of this Declaration, the Articles, Bylaws, and Association Rules, by appropriate means and carry out the obligations of the Association hereunder.

(b) maintain and otherwise manage the following:

(i) all easements and real property and all facilities, improvements and landscaping thereon in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association;

(ii) all personal property in which the Association holds an interest, subject to the terms of any instrument transferring such interest to the Association; and

(iii) all property, real or personal, which the Association is obligated to repair or maintain pursuant to this Declaration, including, without limitation, the Article of this Declaration entitled "Repair and Maintenance."

(c) pay any real and personal property taxes and other charges assessed to or payable by the Association;

(d) obtain, for the benefit of the Common Area and Community Facilities, water, gas and electric, refuse collections and other services.

(e) act as a managing agent for the Project.

SECTION 3: General Powers of the Association. The Association through the Board shall have the power but not the obligation to:

(a) employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of residential developments similar to the Covered Property, to perform all or any part of the duties and responsibilities of the Association, provided that any contract not approved by FHA, VA or FHLMC with a person or firm appointed as a manager or managing agent shall be terminable for cause on not more than thirty (30) days' written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon mutual agreement of the parties;

(b) acquire interests in real or personal property for offices or other facilities that may be necessary or convenient for the management of the Covered Property, the administration of the affairs of the Association or for the benefit of the Members;

(c) borrow money as may be needed in connection with the discharge by the Association of its powers and duties;

(d) establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance or other functions now, within the responsibility of the Association.

(e) provide trash pickup and disposal service for the benefit of the Owners and their Residences;

(f) contract for cable television service for the benefit of the Owners who have subscribed for such service; and

(g) negotiate and enter into contracts with Institutional Mortgagees and mortgage insurers and guarantors as may be necessary or desirable to facilitate the availability of loans secured by Mortgages within the Covered Property.

(h) elect officers of the governing body.

(i) fill vacancies on the Board except for a vacancy created by the removal of a governing body member.

SECTION 4: General Limitations and Restrictions on the Powers of the Board.

In addition to the limitations and restrictions enumerated in the Articles and By-Laws or elsewhere provided herein, and without limiting the generality thereof, the Board shall be prohibited from taking any of the following action without the approval of a majority of the voting power of the Association residing in members other than the subdivider:

(a) enter contracts for materials or services which have a term in excess of one (1) year, with the following exceptions:

(i) a management contract, the terms of which have been approved by the FHA or VA;

(ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; and

(iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the applicable

policy permits short rate cancellation by the insured.

(b) incur aggregate expenditures for capital improvements to the Covered Property in any fiscal year in excess of five percent (5%) of the estimated Common Expenses for the fiscal year as set forth in the Sections entitled "Regular Assessments" and of the Article hereof entitled "Covenant for Assessments."

(c) sell any real or personal property of the Association with an aggregate fair market value in excess of five percent (5%) of said estimated Common Expenses during any fiscal year.

(d) pay compensation to directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(e) fill a vacancy on the Board created by the removal of a governing body member.

SECTION 5: Association Rules. The Board shall also have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules") which may include the establishment of a system of fines and penalties enforceable as Special Assessments, all as provided in the By-Laws. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitations, the use of the Common Area and Community Facilities; provided, however, that the Association Rules may not discriminate among Owners, and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules shall be delivered to each Owner in the same manner established in this Declaration for the delivery of notices. Upon completion of the notice requirements, said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and their successors in interest whether or not actually received thereby. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Institutional Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such conflict.

SECTION 6: Delegation of Powers. The Association shall have the right, according to law, to delegate to committees, officers, employees or agents any of its duties and powers under this Declaration, the Articles and Bylaws; provided, however, no such delegation to a professional management company, the Architectural Committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

SECTION 7: Pledge of Assessment Rights. The Association shall have the power to pledge the right to exercise its Assessment powers in connection with

obtaining funds to repay a debt of th Association; provided, however, any such pledge shall require the prior affirmative vote or written assent of not less than seventy-five percent (75%) of the Class A Members and Seventy-five percent (75%) of the Class B Members. Said power shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association; which assignment may be then presently effective but shall allow said Assessments to continue to be paid to and used by the Association as set forth in this Declaration, unless and until the Association shall default on the repayment of the debt which is secured by said assignment. The Association may levy Special Assessments against the Members to obtain such funds. Upon the failure of any Member to pay said Special Assessment when due, the Association may exercise all its rights, including, without limitation, the right to foreclose its lien, pursuant to the Article hereof entitled "Nonpayment of Assessments". Without limiting the generality of the foregoing, any pledge of Assessment rights in excess of an amount equal to twenty-five percent (25%) of the total Regular Assessments collected by the Association in the then preceding fiscal year, shall require the prior written approval of seventy-five percent (75%) of the Institutional Mortgagees based on one (1) vote for each first mortgage held.

SECTION 8: Emergency Powers. The Association or any person authorized by the Association may enter any Residence in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association unless covered by insurance carried by the Owner.

## ARTICLE VII

### REPAIR AND MAINTENANCE

SECTION 1: Repair and Maintenance by Association. Except to the extent that an Owner may be obligated to maintain and repair as hereinafter provided, and without limiting the generality of the statement of duties and powers contained in this Declaration, the Articles, Bylaws or Association Rules, the Association shall have the duty to accomplish the following upon the Covered Property or other land in such manner and at such times as the Board shall prescribe:

(a) maintain, repair, restore, replace and make necessary improvements to the Common Area or Community Facilities, including, without limitation, the following:

(i) the exterior surfaces of all Condominium Buildings, to include the painting thereof, including, without limitation, the interior surface boundaries of Condominium Elements which are exterior walls of Condominium Buildings.

(ii) that portion of the Restricted Common Area, if any, identified on the Condominium Plan by the letter R and the Unit numbers, such as "R (10,11,13)", or other appropriate designation.

(iii) private streets and adjacent streetscapes within the Covered Property in conformance with the standard of maintenance established by the Director of Public Works of the City for public streets and streetscapes within the City;

(iv) drainage facilities and easements in accordance with the requirements of the Los Angeles County Flood Control District;

(b) maintain, repair, restore, replace and make necessary improvements to the interior surface boundaries of the Deck and Patio elements of Units which are not ground or floor surfaces, including, without limitation, the painting thereof;

(c) maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of two-thirds (2/3) of the voting power of the Members.

(d) the costs of any such maintenance and repair pursuant to this Section shall be paid out of the general funds of the Association, except as otherwise herein specified as payable by the particular Owners.

SECTION 2: Repair and Maintenance by Owner. Except as the Association shall be obligated to maintain and repair as may be provided in this Declaration, every Owner shall:

(a) maintain, repair, replace and restore all of the Residential element and the floor surfaces of the Deck and Patio. Without limiting the generality of the foregoing, Owners shall maintain all plants or other growing things emplaced or located within such nonresidential elements of Units, and such plants or other growing things shall be permitted to encroach into or onto the Common Area, subject to the Article hereof entitled "Architectural Control."

(b) repair and replace all window glass for his own Condominium, and Owners shall be responsible for the interior and exterior cleaning of such window glass.

(c) maintain, repair, replace and restore all portions of the Unit, including without limitation, the interior walls, ceilings, floors and doors in a clean, sanitary and attractive condition.

(d) In the event the Board shall determine that the walls, ceiling, floors, doors or any other portion of the Common Area forming the boundaries of a Unit have been damaged from within the Unit, notwithstanding that such damage may be to the Common Area, the Owner of the Unit shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or Architectural Committee shall from time to time adopt.

(e) maintain all of the Restricted Common Area identified on the Condominium Plan as restricted for the exclusive use of the Owner/occupant.

SECTION 3: Right of Association to Maintain and Install. In the event that an Owner fails to accomplish any maintenance or repair required by this Section; the Association or its delegates may, but shall not be obligated to, cause such maintenance and installation to be accomplished as hereinafter set forth.

(a) Upon finding by the Board of a deficiency in such maintenance or installation, the Board shall give notice of deficiency to the Owner which shall briefly describe the deficiency and set a date for hearing before the Board or a committee selected by the Board for such purpose. The Board may delegate its powers under this subsection to a duly appointed committee of the Association.

(b) Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

(c) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine any person offering at such hearing evidence adverse to such Owner. If the Board or any such committee renders a decision against the Owner, it shall further set a date by which the deficiency is to be corrected by the Owner. A decision of such committee may be appealed to the Board, but a decision of the Board shall be final.

(d) If the deficiency continues to exist after the time limitation imposed by a final decision of the Board or any such committee, the Board or such committee may cause such maintenance or installation to be accomplished.

(e) In the event the Board or such committee elects to cause such maintenance or installation to be accomplished, the following shall apply:

(i) The Owner shall have no more than ten (10) days following the receipt thereby of written notice of such election from the Board or such committee to select a day or days upon which such maintenance or installation work shall be accomplished;

(ii) The date which said Owner selects shall be not less than fifteen (15) days nor more than forty-five (45) days following the last day of said ten (10) day period;

(iii) If said Owner does not select such day or days within said ten (10) day period, the Board or such committee may select a day or days upon which such work may be accomplished which shall be not less than twenty-five (25) nor more than fifty-five (55) days from the last day of said ten (10) day period; and

(iv) Unless the Owner and the Board otherwise agree, such maintenance or installation shall take place only during daylight hours on any day, Monday through Friday, excluding holidays.

(f) If the Association pays for all or any portion of such maintenance or installation, such amount shall be a Special Assessment to the affected Owner and Residence.

SECTION 4: Right of Entry. The Association shall have the right to enter upon any residence in connection with any maintenance, repair or construction in the exercise of the powers and duties of the Association. Any non-emergency entry requires not less than 72 hours notice to the owner and/or occupant of the Residence.

SECTION 5: Maintenance of Public Utilities. Nothing contained herein shall require or obligate the Association to maintain, replace or restore the underground facilities of public utilities which are located within easements in the Common Area or Community Facilities owned by such public utilities. However, the Association shall take such steps as are necessary or convenient to ensure that such facilities are properly maintained, replaced or restored by such public utilities.

SECTION 6: Assumption of Maintenance Obligations. Declarant, its Development Lessees, subcontractors and the agents and employees of the same shall have the right to come on the Common Area and Community Facilities to complete the construction of any landscaping or other improvement to be installed on the Common Area and Community Facilities as provided in this Declaration. In the event that any Development Lessees or Declarant's subcontractors or the Subcontractors of a Development Lessee, are contractually obligated to maintain the landscaping and/or other improvements on the Common Area and Community Facilities such maintenance shall not be assumed by the Association until the

termination of such contractual obligation. If any excess of Assessments collected over actual Common Expenses incurred by the Association is caused by reason of construction or maintenance pursuant to this Section, or otherwise, such excess shall be placed in reserve to offset the future expenses of the Association in any manner designated by the Board.

SECTION 7: Right of Public Entry to Common Area. The City of Signal Hill, the County of Los Angeles, the State of California, and the Government of the United States, and any department, bureau or agency thereof, shall have the right of immediate access to all portions of common areas of the project not assigned for the exclusive use of the owner of a particular unit at all times for the purposes of preserving the public health, safety and welfare except in those instances where a common area is accessible only through a private unit. Notice of such right of government agency access shall be displayed in the common areas of the project.

Rights of City of Signal Hill. The Association shall be responsible for maintaining the common area at all times at a level of quality no less than that necessary for full compliance with conditions as approved by the Planning Commission and/or the City Council for the City of Signal Hill ("said City") as of the date of this Declaration, and all laws and ordinances of said City, including any Redevelopment Plan, if any, as enacted by the Redevelopment Agency of said City applicable to the development, if any. Declarant, on behalf of itself and all successive owners of condominiums within the development, hereby grants to said City the right of entry to and upon the common area. Said City may, at its option, upon ninety (90) days advance written notice setting forth the condition to be cured and the proposed changes, exercise such right for the purpose of curing any default of the Association in performing any of its obligations under this Declaration, including, but not limited to, the Association's obligations as set forth in this Section. In such event, the Association and condominium owners, jointly and severally, agree to reimburse said City for all costs and expenses related to the curing of said default, including, but not limited to, all costs involved in maintaining, repairing, replacing or otherwise performing work or providing materials upon the development, whether said work and/or materials are furnished by said City or by private contractors designated by said City. The Association further agrees to indemnify, defend and hold said City, its employees and designated agents or independent contractors, harmless from any and all costs, expenses, losses, claims or liabilities resulting directly or indirectly from or arising out of or in connection with said City's exercise of its rights hereunder. If said City is not paid for any costs, expenses or losses incurred pursuant hereto within thirty (30) days after giving the Association written notice of the amount thereof, said amount shall be deemed to be a regular assessment obligation. Each owner shall be personally obligated to the City for his proportionate share of said unpaid amount and his condominium shall be subject to a lien in favor of said City to secure said unpaid amount. Said City shall be entitled to execute and record a Notice of Assessment (for said unpaid amount plus interest thereon at ten percent (10%) per annum, costs of collection and reasonable attorneys fees) and to foreclose such lien in the same manner as that provided for in Article IV hereof. This section may not be amended without the written consent of said City or a representative thereof.



## ARTICLE VIII

### INSURANCE

SECTION 1: Types. The Association shall obtain and maintain in effect the following types of insurance:

(a) A comprehensive public liability insurance insuring the Association, the Declarant and the agents and employees of each and the Owners and the respective family members, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Area and Community Facilities, and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000) for death of or injury to any one person in any one occurrence, One Million Dollars (\$1,000,000) for death or injury to more than one person in any one occurrence, and One Hundred Thousand Dollars (\$100,000) for property damage in any one occurrence.

(b) A master or blanket policy of fire insurance for the full insurable replacement value, without deduction for depreciation, of all of the improvements within the Covered Property. Such policy and any endorsements thereon shall be in the form and content for such term and in such company as may be satisfactory to any Institutional Mortgagee; and, if more than one Institutional Mortgagee exists, such policy and endorsements shall meet the maximum standards of such Institutional Mortgagees. Such policy shall contain extended coverage and replacement cost endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the Covered Property in the event of destruction of improvements and a decision not to rebuild pursuant to the Article herein entitled "Destruction of Improvements." Such policy shall be in such amounts as shall be determined from time to time by the Board, shall name as insured the Association, the Owners and Declarant, so long as Declarant is the Owner of any of the Condominiums, and all Mortgagees as their respective interests may appear, and shall contain a loss-payable endorsement in favor of the Trustee.

(c) Fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle or who are responsible to handle the funds of the Association, and such fidelity bonds shall name the Association as obligee, shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation or from any definition of "employee" or similar expression.

SECTION 2: Waiver by Members. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association, the Owners and the Mortgagees as their interests may appear. As to each

of said policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, the Board, other Owners, the Declarant and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

SECTION 3: Other Insurance. The Board may and, if required by any Institutional Mortgagee, shall purchase and maintain in force demolition insurance in adequate amounts to cover demolition in the event of total or partial destruction and a decision not to rebuild, as well as a blanket policy of flood insurance. The Board shall also purchase and maintain workmen's compensation insurance, to the extent that the same shall be required by law, for all employees of the Association. The Board shall also purchase and maintain in effect such insurance on personal property owned by the Association, and such other insurance, as it deems necessary or as is required by any Institutional Mortgagee including, without limitation, earthquake insurance, plate-glass insurance and officers' and directors' liability insurance.

SECTION 4: Premiums, Proceeds and Settlement. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Casualty insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in the Article hereof entitled "Destruction of Improvements." The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two (2) directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and the Members.

SECTION 5: Annual Insurance Review. The Board shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Covered Property in light of increased construction costs, inflation, practice in the area in which the Covered Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Owners and of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

SECTION 6: Abandonment of Replacement Cost Insurance. Unless at least seventy-five percent (75%) of the Institutional Mortgagees based on one (1) vote for each First Mortgage held have given their prior written approval, the Association shall not be entitled to fail to maintain the extended coverage fire and casualty insurance required by this Article on less than a one hundred percent (100%) current replacement cost basis.

SECTION 7: Federal Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by any of the Federal Agencies, so long as either is a Mortgagee, Owner, or insures or guarantees a Mortgage within the Covered Property, except to the extent such coverage is not available or has been waived in writing by the foregoing entities.

SECTION 8: Trustee. Except as provided below, all insurance proceeds payable under the Section entitled "Fire and Extended Coverage Insurance" of this Article shall be paid to a Trustee. The Trustee shall hold, distribute and expend such proceeds for the benefit of the Mortgagees as their respective interest shall appear. The Trustee shall hold and distribute insurance proceeds to owners according to relative fair market value of interest. The Trustee shall be appointed by the Board and shall be a commercial bank, or branch thereof, or a trust company in Los Angeles County, which has agreed in writing to accept such trust. When proceeds from a single claim do not exceed Ten Thousand Dollars (\$10,000), such proceeds shall be paid to the Association to be used as provided in the Article hereof entitled "Destruction of Improvements."

SECTION 9: Individual Casualty Insurance Prohibited. Except as expressly provided in the Section of this Article entitled "Rights of Owners to Insure," no Owner will separately insure his Condominium or any part thereof against loss by fire or other casualty covered by any insurance carrier under the Section entitled "Fire and Extended Coverage Insurance" of this Article. Should any Owner violate this provision, and should any loss intended to be covered by insurance carried by the Association occur, and the proceeds payable thereunder be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by it to the extent of such reduction to the Trustee for application by the Board to the same purposes as the reduced proceeds are to be applied.

In the event that such Owner has failed to pay such amount within thirty (30) days of a written demand therefor by the Association or the Trustee, the Board may levy a Special Assessment against such Owner and his Condominium for such amount. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Section 1356 of the California Civil Code and the Article hereof entitled "Nonpayment of Assessments."

SECTION 10: Rights of Owners to Insure. Notwithstanding the other provisions of this Article, an Owner shall be permitted to insure his personal property against loss by fire or other casualty and may carry public liability insurance covering his individual liability for damage to persons or property occurring inside his individual Unit. In addition, any improvements made by an Owner to his Unit may be separately insured by such Owner, provided such insurance shall be limited to the type and nature of coverage commonly known as "tenant's improvements" coverage. All such policies as may be carried by the Owners shall contain waivers of subrogation of claims against the Association, the Board, other Owners,

Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only; provided, however, such other policies shall not adversely affect or diminish any liability under any insurance obtained by the Association, and duplicate copies or certificates of such other policies shall be deposited with the Board.

SECTION 11: Required Waiver. All policies of physical damage insurance shall provide for waiver of the following rights to the extent such waivers are obtainable from the respective insurers:

- (a) Subrogation of claims against the Owners or tenants of the Owners;
- (b) Any defense based on co-insurance;
- (c) Any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;
- (d) Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner or arising from any act, neglect or omission of any named insured or the respective agents, contractors and employees of any insured;
- (e) Any right of the insurer to repair, rebuild or replace and, in the event the building is not repaired, rebuilt or replaced following loss, any right to pay under the insurance the lesser of the replacement value of the improvements insured or the fair market value thereof;
- (f) Notice of the assignment of any Owner of its interest in the insurance by virtue of a conveyance of any Unit; and
- (g) Any right to require any assignment of any Mortgage to the insurer.

ARTICLE IX

DESTRUCTION OF IMPROVEMENTS

SECTION 1: Automatic Reconstruction. In the event of partial or total destruction of any Condominium Building, the Board shall promptly take the following action:

(a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two ( 2 ) reputable contractors, including the obligation to obtain a performance bond, if the Board deems the same to be necessary or appropriate, and obtaining one or more independent appraisals if the Board deems such appraisal or appraisals to be necessary or desirable.

(b) The Board shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer of said Condominium Building.

(c) The Board shall meet and determine whether the insurance proceeds, if any, will cover eighty-five percent (85%) or more of the estimated cost of reconstruction as determined pursuant to subsection (a) of this Section, or whether the portion of the estimated cost not covered by insurance is less than One Hundred Fifty Dollars (\$150.00) per year per Condominium. Such percentage covered by insurance or such cost shall hereinafter be referred to as the "Acceptable Range of Reconstruction Cost." If the Board finds that a bid obtained under this Section is within the acceptable Range of Reconstruction Cost, the Board shall cause notice to be sent to all Owners in the Project (hereinafter in this Article the "affected Owners") and to the Mortgagees of Mortgages encumbering Condominiums in said Condominium Building setting forth such findings and informing said Owners and said Mortgagees that the Board intends to commence reconstruction pursuant to this Declaration. In the event that at least twenty percent (20%) of the affected Owners, based on one (1) vote for each Condominium, object in writing to such reconstruction by the date indicated therefore on such notice, which in no event shall be sooner than ten (10) days or later than thirty (30) days after the date on which the Board sends such notice to the Members, the Board shall call a meeting of the affected Owners pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article. In the event that the foregoing requirements are satisfied and the requisite number of affected Owners do not object in writing by such date, the Trustee shall pay such insurance proceeds as are available to the Board and the Board shall cause reconstruction to take place as promptly as practicable and levy a Reconstruction Assessment as provided in Article III, Section 5, against each affected Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds. If the Board in good faith determines that none of the bids submitted under this Section reasonably reflects the anticipated reconstruction costs, the Board shall proceed according to the Section entitled "Reconstruction Pursuant to Meeting" of this Article.

(d) The foregoing determinations shall be made by the Board as soon as possible. However, if such determinations cannot be made within sixty (60) days of the date of destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Board shall immediately call a meeting of the affected Owners pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article.

(e) If the Board determines that any Unit has become uninhabitable by reason of its total or partial destruction, Regular Assessments shall abate against the Owner thereof until the Board determines that the reconstruction of the Unit has restored its habitability. However, if the Board determines that such abatement will adversely and substantially affect the management, maintenance and operation of the Covered Property, it may elect to disallow such abatement.

SECTION 2: Reconstruction Pursuant to Meeting. If the Board determines that the requirements of the Acceptable Range of Reconstruction Cost have not been met, or if the requisite number of affected Owners object in writing to a decision by the Board to reconstruct pursuant to the Section entitled "Automatic Reconstruction of this Article, the Board shall call a meeting of the affected Owners by mailing notice of such determination and of the meeting to such Owner at his address as shown on the records of the Association. Such meeting shall be held not less than fourteen (14) days and not more than twenty-one (21) days after (i) the meeting at which the Board makes its determination that the cost of reconstruction was not within the Acceptable Range of Reconstruction Cost, or (ii) the date indicated on the notice of the Board sent to Members pursuant to subsection (c) of the Section entitled "Automatic Reconstruction" above, as the case may be. The affected Owners may, by a vote at such meeting or by the written consent of not less than sixty-six and two-thirds percent (66-2/3%) of the affected Owners based on one (1) vote for each Condominium determine to proceed with the reconstruction. If the affected Owners so determine to reconstruct the partially or totally destroyed Condominium Building, the Board shall levy a uniform Reconstruction Assessment against each affected Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds.

SECTION 3: Decision to Reconstruct; Procedure After Meeting. In the event that the Association undertakes reconstruction pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article, the following shall apply:

(a) Immediately after such meeting, the Board shall notify by first-class mail, registered or certified, all Institutional Mortgagees of Condominiums in totally or partially destroyed Condominium Buildings of the Association's decision to undertake reconstruction. The Board shall also send a true copy of all such notices to the Trustee.

(b) In the event that any such Institutional Mortgagee desires to apply insurance proceeds allocable to the Condominium encumbered by its Mortgage to the reduction or elimination of the indebtedness secured by

such Mortgage, such Institutional Mortgagee shall notify the Trustee and the Association in writing of such election within thirty (30) days of the date the notice of the Board sent pursuant to subsection (a) above is deposited in the United States mail. Upon receipt of timely notice from any such Institutional Mortgagee, the Trustee shall promptly pay to such Institutional Mortgagee the insurance proceeds allocable to the Condominium encumbered by the Mortgage of such Institutional Mortgagee for the purpose of the reduction or elimination of the obligation secured by such Mortgagee; provided, however, in no event shall the Trustee pay to such Institutional Mortgagee an amount greater than (i) the outstanding indebtedness secured by said Mortgagee, or (ii) the insurance proceeds allocated to such Condominium, whichever of (i) or (ii) is the lesser. Simultaneously with such payment, the Trustee shall notify the Board of the amount of such payment. The Trustee shall not make any payments to Institutional Mortgagees pursuant to this subsection (b), unless such Institutional Mortgagee notifies the Trustee of its election prior to the expiration of the thirty (30) day period following the deposit in the United States mail of the Board's notice to such Institutional Mortgagee pursuant to this subsection (b).

(c) As to each Condominium for which insurance proceeds have been paid to the Trustee and for which an Institutional Mortgagee has not timely notified the Trustee of its election to apply such proceeds to the reduction or elimination of the obligation owing to such Institutional Mortgagee, the Trustee promptly upon the expiration of the appropriate time period shall pay all insurance proceeds allocable to such Condominium to the Board to be applied to reconstruction undertaken by the Association pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article. In the event that the Trustee has paid a portion of the insurance proceeds allocable to a Condominium to an Institutional Mortgagee after timely request therefor, simultaneously with such payment the Trustee shall pay all remaining proceeds, if any, allocable to such Condominium to the Board to be applied to reconstruction undertaken by the Association pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of this Article.

(d) For the purposes of this Article, the amount of insurance proceeds "allocated" or "allocable" to a Condominium shall be determined pursuant to this subsection (d). In the event that the insurance carrier allocates casualty insurance proceeds among Condominiums for which such proceeds are payable, such allocation, if determined as provided in this paragraph, shall be final and binding on the Owners, the Mortgagees, the Association and the Trustee. The Board shall make every possible effort to cause such insurance carrier to make such allocation. In the event that such allocation is not made, the Trustee shall allocate such proceeds among such Condominiums in totally or partially destroyed Condominium Buildings based upon the relative fair market value of the unit at the time of destruction as determined by an independent appraisal. The amount allocated to each unit owner will be the percentage as determined by comparing the decrease in value of one unit as a result of the destruction compared to the total decrease in value of all units as a result of the destruction. Such allocation made by the Trustee shall be final and binding on the Owners, the Mortgagees and the Association.

(e) In the event that the Trustee pays insurance proceeds to any Institutional Mortgagee pursuant to this Section, the Owner of the Condominium which was encumbered by the Mortgage of such Institutional Mortgagee shall pay to the Association an amount equal to the insurance proceeds paid by the Trustee to such Institutional Mortgagee. In the event that such Owner has failed to pay such amount within thirty (30) days of written demand therefor by the Association, the Board may levy a Special Assessment against such Owner and his Condominium for such amount. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Section 1356 of the California Civil Code and the Article hereof entitled "Nonpayment of Assessments." Such Special Assessment and any Regular Assessment levied subsequent thereto shall not be a personal liability of the Owner against whom such Assessments are levied and shall only be charged against his Condominium.

SECTION 4: Decision Not to Reconstruct; Procedure After Meeting. In the event that the affected Owners decide not to reconstruct at the meeting called pursuant to the Section entitled "Reconstruction Pursuant to Meeting" of the Article, the Trustee shall apply the insurance proceeds as follows:

(a) The Trustee shall first apply insurance proceeds to the reduction or elimination, as the case may be, of all outstanding Mortgages encumbering Condominiums for which insurance proceeds have been paid by reason of the casualty; provided, however, as to any Condominium, the Trustee shall not pay insurance proceeds to Mortgagees in an amount greater than (i) the outstanding indebtedness secured by Mortgages encumbering said Condominium, or (ii) the insurance proceeds allocable to said Condominium, whichever of (i) or (ii) is the lesser.

(b) All proceeds allocated to Condominiums and remaining after payments to Mortgagees pursuant to subsection (a) shall be distributed by the Trustee to such Owners in the partially or totally destroyed Condominium Building after deduction of an amount determined pursuant to subsection (c) below, according to value of the Condominium.

(c) The Board shall levy a uniform Reconstruction Assessment against all affected Owners equal to the costs of clearing of the debris of totally or partially destroyed Condominium Buildings and cleaning of the area. The Trustee shall pay to the Board said Reconstruction Assessments of the Owners of partially or totally destroyed Condominiums of the insurance proceeds allocated to such Owners according to relative fair market value of the unit at the time of destruction as determined by an independent appraisal prior to the distribution of such proceeds thereto pursuant to subsection (b) above. In the event that insurance proceeds allocated to any Owner, after deduction of proceeds paid to Mortgagees, is not sufficient to pay the entire Reconstruction Assessment levied against such Owner, such Owner shall not be relieved of his obligation to pay any such excess.

SECTION 5: Certificate of Intention to Reconstruct. In the event that the Association undertakes reconstruction pursuant to this Article, the Board shall execute, acknowledge and record in the Office of the County Recorder of Los Angeles County, California, a certificate declaring the intention of the Association to rebuild not later than one hundred eighty (180)



days from the date of destruction. If no such certificate of reconstruction is so filed within said one hundred eighty (180) day period, it shall be conclusively presumed that the Association has determined not to undertake reconstruction pursuant to this Article.

SECTION 6: Partition. In the event that a certificate described in the Section entitled "Certificate of Intention to Reconstruct" of this Article is not recorded within the one hundred eighty (180) day period provided therein, the right of any Owner to partition through legal action as described in the Article hereof entitled "Limitations Upon the Right to Partition and Severance" shall forthwith revive.

SECTION 7: Compliance with Condominium Plan. Any reconstruction undertaken pursuant to this Article shall substantially conform to the Condominium Plan, as amended pursuant to the Section entitled "Amendment of Condominium Plan" of this Article, or otherwise, if appropriate.

SECTION 8: Negotiations with Insurer. The Board shall have full authority to negotiate in good faith with representatives of the insurer of the totally or partially destroyed Condominium Building or any other portion of the Common Area, and to make settlement with the insurer for less than full insurance coverage on the damage to the Condominium Building or any other portion of the Common Area. Any settlement made by the Board in good faith shall be binding upon all Owners.

SECTION 9: Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

SECTION 10: Amendment of Condominium Plan. In the event that reconstruction is to take place pursuant to this Article, the Board shall have the power to record an amendment to the Condominium Plan so that the Condominium Plan conforms to the Condominium Buildings as designed to be reconstructed; provided, however, the Board shall not file an amendment to the Condominium Plan without the prior authorization of the Mortgagee of a Mortgage encumbering any Condominium, the plan of which shall be altered by such amendment. In the event that the Board, together with said Mortgagees, if appropriate, decide to record such amendment to the Condominium Plan, all Owners within the affected Project and the record holders of all security interests in said Project shall execute and acknowledge said amendment so that it will comply with Section 1351 of the California Civil Code or any similar statute then in effect. Said Owners and holders of security interests shall also execute such other documents or take such other actions as required to make such amendment effective.

SECTION 11: Reconstruction of Community Facilities or Common Area. If Community Facilities or Common Area other than a Condominium Building is totally or partially destroyed, the Board shall cause reconstruction to commence by the earlier of (i) thirty (30) days of the Association's

receipt of the insurance proceeds payable by reason of such destruction, or (ii) ninety (90) days after each destruction, and to thereafter be diligently and continuously prosecuted to completion within a reasonable period of time. The Trustee shall pay to the Board all insurance proceeds payable by reason of such destruction and the Board shall apply such proceeds to the costs of reconstruction. In the event that the insurance proceeds are not sufficient to pay the costs of reconstruction of the Community Facilities or Common Area, the Board shall levy a Reconstruction Assessment as provided in Article III, Section 5, against all Owners in the Project in a total amount equal to such difference. If the insurance proceeds exceed the cost of reconstruction, the Board shall distribute the excess among owners of units pro rata equally.

SECTION 12: Availability of Labor and Material. In determining whether the plans for a reconstructed Condominium Building are in substantial conformance with the Condominium Plan, the Board may take into consideration the availability and expense of the labor and materials in the original construction of the Project. If such labor or material is not available or is prohibitively expensive at the time of reconstruction, the Board may permit the substitution of other labor or material as it deems proper.

SECTION 13: Contracting for Reconstruction. In the event repair or reconstruction is undertaken pursuant to this Article, other than the Section entitled "Repair of Units" hereof, the Board or its delegates shall have the sole ability to contract for such work as may be necessary for said repair and reconstruction.

SECTION 14: Seventy-Five Percent (75%) Vote Required. All insurance proceeds available from any total or partial destruction shall be applied to the purposes set forth in this Article, except upon the vote or written assent of not less than seventy-five percent (75%) of the First Mortgagees based on one (1) vote for each First Mortgage held thereby.

SECTION 15: Costs of Collecting Insurance Proceeds. If it should become necessary in the judgment of the Board to incur costs for appraisals, legal fees, court costs and similar expenses in order to determine or collect insurance proceeds, such costs shall be first deducted before distribution or application of insurance proceeds as provided in this Article.

ARTICLE X

EMINENT DOMAIN

SECTION 1: Definition of Taking. The term "taking" as used in this Article shall mean condemnation by eminent domain, or by sale under threat thereof, of all or part of the Covered Property.

SECTION 2: Representation by Board in Condemnation Proceeding. In the event of a taking, the Board shall, subject to the right of all Mortgagees who have requested the right to join the Board in the proceedings, represent all of the Members in an action to recover all awards. No Member shall challenge the good faith exercise of the discretion of the Board in fulfilling its duties under this Article. The Board is further empowered, subject to the limitations herein, as the sole representative of the Members, in all aspects of condemnation proceedings not specifically covered herein.

SECTION 3: Award for Condominium. In the event of a taking of Condominiums, the Board shall distribute the award forthcoming from the taking authority according to the provisions of this Section after deducting therefrom fees and expenses related to the condemnation proceeding including, without limitation, fees for attorneys and appraisers and court costs. In the event that the taking is by judgment of condemnation and said judgment apportions the award among the Owners and their respective Mortgagees, the Board shall distribute the amount remaining after such deductions among such Owners and Mortgagees on the allocation basis set forth in such judgment. In the event that the taking is by sale under threat of condemnation, or if the judgment of condemnation fails to apportion the award, the Board shall distribute the award among the Owners in the Project and their respective Mortgagees based upon the relative values of the Condominiums affected by such taking as determined by an appraisal of the fair market value of each Condominium by independent appraiser prior to taking. Nothing contained herein shall entitle an Owner to priority over a Mortgagee of his Condominium as to the portion of the condemnation award allocated to his Condominium. In no event shall any portion of such award be distributed by the Board to an Owner and/or the Mortgagees of his Condominium in a total amount greater than the portion allocated hereunder to such Condominium.

SECTION 4: Inverse Condemnation. The Board is authorized to bring an action in inverse condemnation. In such event, the provisions of this Article shall apply with equal force.

SECTION 5: Revival of Right to Partition. Upon a taking which renders more than fifty percent (50%) of the Condominiums in the Project incapable of being restored to at least ninety-five percent (95%) of their floor

area and substantially their condition prior to the taking, the right of any Owner within the Project to partition through legal action as described in the Article hereof entitled "Limitations Upon the Right to Partition and Severance" shall forthwith revive. The determination as to whether Condominiums partially taken are capable of being so restored shall be made by the Board, whose decision shall be final and binding on all Owners and Mortgagees.

SECTION 6: Awards for Members' Personal Property and Relocation Allowances. Where all or part of the Covered Property is taken, each Member shall have the exclusive right to claim all of the award made for his personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation. Notwithstanding the foregoing provisions, the Board shall represent each Member in an action to recover all awards with respect to such portion, if any, of Members' personal property as is at the time of any taking, as a matter of law, part of the real estate comprising any Condominium, and shall allocate to such Member so much of any awards as is attributable in the taking proceedings, or failing such attribution, attributable by the Board to such portion of Members' personal property.

SECTION 7: Notice to Members. The Board, immediately upon having knowledge of any taking or threat thereof with respect to the Covered Property, or any portion thereof, shall promptly notify all Members.

SECTION 8: Change of Condominium Interest. In the event of a taking, and notwithstanding the Section entitled "Amendments" of the Article herein entitled "General Provisions", the Board may amend the Condominium Plan to reflect the change in the project. In the event that the Board decides to record such amendment of the Condominium Plan, all Owners within the Project and the record holders of all security interests in the Project shall execute and acknowledge said amendment so that it will comply with Section 1351 of the California Civil Code or any similar statute then in effect. Said Owners and holders of security interests shall also execute such other documents or take such other actions as required to make such amendment effective. The Board shall cause a notice of change in the Condominium Plan to be sent to each Owner and Mortgagee in the Project within ten (10) days of the filing of such amendments in the County Recorder's Office of Los Angeles County, California.

SECTION 9: Award for Community Facilities. Any award received on account of the taking of Community Facilities shall be paid to the Association. The Board may in its sole discretion retain any award in the general funds of the Association or distribute prorata all or a portion thereof to the Members. The right of an Owner and the Mortgagee of his Residence as to any prorata distribution shall be governed by the provision of the Mortgage encumbering such Residence.

## ARTICLE XI

### USE RESTRICTIONS

SECTION 1: Commercial Use. Subject to the Section entitled "Construction and Sales" of the Article hereof entitled "Easements," no part of a Residence shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or any nonresidential purposes; provided, however, that the Association shall have the right to provide or authorize such services on the Common Area or Community Facilities as it deems appropriate for the enjoyment of the Common Area or Community Facilities or for the benefit of the Members.

SECTION 2: Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and sale of the Residences. Declarant's right to maintain signs in the common area shall expire 2 years after the date this Declaration is recorded. A member may display in his Residence, a sign advertising its sale or lease by him so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, shape or other qualification for permitted signs.

SECTION 3: Nuisance. No noxious or offensive trade or activity shall be carried on upon any Residence, or any part of the Covered Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Residence, or which shall in any way increase the rate of insurance.

SECTION 4: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall hereafter be used on any Residence at any time, either temporarily or permanently.

SECTION 5: Vehicles. No trailer, camper, boat or similar equipment shall hereafter be permitted to remain upon the Covered Property, including, without limitation, streets, alleys or driveways, unless placed or maintained within an enclosed area, or unless obscured from view of adjoining Residences, streets, or alleys by a fence or appropriate screen, nor permitted to be parked other than temporarily, on any street, alley, or any other portion of the Covered Property. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes. The Board may adopt rules for the regulation of the admission and parking of vehicles within the Covered Property, including the assessment of charges to Owners who violate or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments. Any fence or screen required under this Section shall comply with any standards promulgated pursuant to the Article entitled "Architectural Control" of this Declaration as to size, color, or other qualification for permitted fences or screens. The driveway will be posted with "No Parking" signs to the satisfaction of the City.

SECTION 6: Animals. No animals, livestock or poultry of any kind, shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept on the Residences, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animals or fowl may be kept on the Residences which in the good faith judgment of the Board or a committee selected by the Board for this purpose, result in an annoyance or are obnoxious to residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except within a Residence. No animal weighing more than 35 lbs. (16 kilos) may be kept on the premises.

SECTION 7: Oil and Mineral Rights. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Covered Property nor, subsequent to the recording of this Declaration, shall oil wells, tanks, tunnels, or mineral excavations or shafts be installed upon the surface of the Covered Property or within five hundred (500) feet below the surface of such properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Covered Property.

SECTION 8: Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Residences and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, woodpiles, storage areas, machinery and equipment shall be prohibited upon any Residence unless obscured from view of adjoining streets or portions of the Covered Property from a height of six (6) feet or less. Any fence or screen required by this Section shall comply with any standards promulgated pursuant to the Article entitled "Architectural Control" of this Declaration as to size, color or other qualification for permitted fences or screens.

SECTION 9: Antennae. No television, radio, or other electronic antennae or device of any type shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property. Either a central antenna with underground connections to each unit or internal wall wiring, or cable antennae service by a City licensed company will be provided.

SECTION 10: Drainage. All drainage of water from any Residence shall drain or flow into adjacent streets or alleys and shall not be allowed to drain or flow upon, across, or under any other portion of the Covered Property unless an easement for such purpose is granted.

SECTION 11: Parking Spaces. All parking spaces shall be used only by the Owners, their Lessees and guests. All such persons shall be required to have and keep in force, property damage insurance on their automobiles. All parking spaces shall be used solely for the purpose of parking motor vehicles as defined by the Vehicle Code of State of California. A unit owner within the project may rent one (1) space to another unit occupant or to the Association.

SECTION 12: Window Covers. Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil or similar material.

SECTION 13: Single-Family Residential. All Residences shall only be used for the residential purposes of a family.

## ARTICLE XII

### RIGHTS OF ENJOYMENT

SECTION 1: Members' Right of Enjoyment. Every Member shall have a nonexclusive easement for use and enjoyment in and to the Common Area which is not Restricted Common Area and Community Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Residence, subject to all of the easements, covenants, conditions, restrictions and other provisions contained in this Declaration, including, without limitation, the following provisions:

(a) The right of the Association to limit the number of guests of Members and to limit the use of the Community Facilities by persons not in possession of a Residence, but owning a portion of the interest in a Residence required for membership.

(b) The right of the Association to establish reasonable rules and regulations pertaining to use of the Community Facilities and Common Area.

(c) The right of the Association to borrow money for the purpose of improving, replacing, restoring or expanding the Community Facilities or adding new Community Facilities and in aid thereof, to mortgage said property, provided that the prior affirmative vote or written approval of a majority of each of the Class A and the Class B Members has been obtained to mortgage said property, and provided further that the rights of the lender thereunder shall be subordinated to the rights of the Members. In the event of a default upon any such mortgage of the Community Facilities, the lender's rights thereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Community Facilities to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

(d) The rights of the Association to suspend the right of a Member to use the recreational facilities, if any, located on the Common Area or Community Facilities or any portion thereof designated by the Board during any time in which any Assessment against his Residence remains unpaid and delinquent or for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use such recreational facilities, if any, located on the Common Area or Community Facilities, except for failure to pay Assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing procedures which satisfy the minimum requirements of Section 7341 of the Corporations Code, have been followed with respect to the accused member before a decision to impose discipline is reached. Notwithstanding the foregoing, the Association shall not have the right hereunder to suspend any Member's right to use any portion of the Covered Property necessary for such Member to gain access to his Residence.



(e) The right of the Association subject to the approval rights of Institutional Mortgagees pursuant to the Article hereof entitled "Rights of Lenders," to dedicate or transfer all or any part of the Community Facilities to any public agency, authority or utility or other entity. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Community Facilities to a special tax assessment district or to the City, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the voting power of the membership has been recorded, agreeing to such dedication or transfer. The certificate of the President and the Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent two-thirds (2/3) of the voting power of the Association shall be deemed conclusive proof thereof.

(f) The right of the Association to establish in cooperation with the City, a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of this Section, all or any portion of the Community Facilities to said district.

(g) The right of the Association to grant easements on, over and under the Common Area to public utilities or governmental entities or agencies; provided that such easement shall not unreasonably interfere with the right of any Owner to the use and enjoyment of his Residence and the Common Area. No such easement shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the voting power of the Members residing in the Project has been recorded agreeing to the granting of such easement. The certificate of the President and Secretary of the Association attached to such instrument certifying that the Members signing such instrument represent two-thirds (2/3) of the voting power of the Members residing in the Project shall be deemed conclusive proof thereof.

(h) The right of particular Owners to the exclusive use of Restricted Common Area as provided in the Article hereof entitled "Definitions."

SECTION 2: Delegation of Use. Any Member may delegate his right of enjoyment to the Community Facilities and Common Area to the members of his family or his tenants who reside on his Residence, or to his guests, subject to rules and regulations adopted by the Board.

SECTION 3: Waiver of Use. No member may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Residence owned by him from the liens, charges and other provisions of this Declaration, the Articles, Bylaws and Association Rules, by waiver of the use and enjoyment of the Community Facilities and Common Area, or the abandonment of his Residence.

ARTICLE XIII

EASEMENTS

SECTION 1: Amendment to Eliminate Easements. So long as Declarant owns units in the project this Declaration cannot be amended to modify or eliminate the easements reserved to Declarant without prior written approval of Declarant and any attempt to do so shall have no effect. Any attempt to modify or eliminate this Section shall likewise require the prior written approval of Declarant.

SECTION 2: Nature of Easements. Unless otherwise set forth herein, any easement reserved to Declarant herein shall be nonexclusive.

SECTION 3: Certain Rights and Easements Reserved to Declarant.

(a) Construction and Sales. There is hereby reserved to Declarant, together with the right to grant and transfer the same to Development Lessees, Declarant's sales agents and representatives and prospective purchasers of Residences, over the Covered Property as the same may from time to time exist, easements for construction, display, maintenance, sales and exhibit purposes in connection with the erection and sale or lease of Residences within the Covered Property; provided, however, that such use shall not be for a period beyond the earlier of (i) three (3) years from the conveyance of the first Residence by Declarant or (ii) the sale by Declarant of all Residences within the Covered Property, and provided further that no such use by Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Covered Property.

SECTION 4: Certain Easements for Owners.

(a) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, the Owners of any Residence served by said connections, lines or facilities shall have the right and there is hereby reserved to Declarant, together with the right to grant and transfer the same to Owners an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service his Residence, and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

(b) Ingress, Egress and Recreational Rights. Declarant hereby reserves to itself, its successors and assigns, and agrees that it will grant to all Owners nonexclusive easement for ingress, egress, pedestrian walkway and general recreational purposes over and upon the Community

Facilities and the Common Area which is not Restricted Common Area. Such easements when granted to Owners shall be subject to the rights of the Association as set forth in the Article hereof entitled "Rights of Enjoyment."

(c) Exclusive Restricted Common Area Easement. There is hereby reserved to Declarant, together with the right and duty to grant and transfer the same, exclusive easements which shall be appurtenant to the Units, over the Restricted Common Area as shown on the Condominium Plan. The Unit shall be the dominant tenement and the exclusive easement shall burden the Restricted Common Area as the servient tenement. Subject to the rights of the Association as provided in the Section entitled "Repair and Maintenance by Association" of the Article entitled "Repair and Maintenance" of this Declaration, the benefit of such easement shall inure only to the Owners of Units indicated on the Condominium Plan and their families and guests. The easement of enjoyment over the Common Area granted to Members in the Section entitled "Ingress, Egress and Recreational Rights" of this Article shall not apply to those portions of the Common Area designated as Restricted Common Area on the Condominium Plan.

SECTION 5: Certain Easements for Association.

(a) Association Rights. There is hereby reserved to Declarant easements over the Covered Property, together with the right and obligation to grant and transfer the same to the Association, for the purpose of permitting the Association to discharge its obligations as described in this Declaration.

(b) Rights and Duties: Utilities and Cable Television. Wherever sanitary sewer house connections, water house connections, electricity, gas, telephone and cable television lines or drainage facilities are installed within the Covered Property, and said connections, lines or facilities serve the Community Facilities, the Association shall have the right and there is hereby reserved to Declarant, together with the right and duty to grant and transfer the same to the Association an easement to the full extent necessary for the full use and enjoyment of such portion of such connections which service the Community Facilities and to enter upon the Residences owned by others, or to have utility companies enter upon the Residences owned by others, in or upon which said connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below, provided the Association or utility company shall promptly repair any damage to a Residence caused by such entry as promptly as possible after completion of work thereon.

SECTION 6: Support, Settlement and Encroachment. There is hereby reserved to Declarant, together with the right and duty to grant and transfer the same to Owners, the following reciprocal easements for the purposes set forth below:

(a) An easement appurtenant to each Residence which is contiguous to another Residence or Common Area or Community Facilities which Residence shall be the dominant tenement and the contiguous Residence or Common Area or Community Facilities shall be the servient tenement.

(b) An easement appurtenant to the Common Area or Community Facilities contiguous to a Residence, which Common Area or Community Facilities shall be the dominant tenement and which contiguous Residence shall be the servient tenement.

(c) An easement appurtenant to the Community Facilities which are contiguous to Common Area, which Community Facilities shall be the dominant tenement and which Common Area shall be the servient tenement.

(d) It is provided, however, that in the event Community Facilities are the dominant tenement in an easement described in this Section, Declarant shall have the right to transfer said easement to the Association and not to Owners.

(e) Said easements shall be for the purposes of:

(i) support and accommodation of the natural settlement of structures;

(ii) encroachment by reason of a roof or eave overhang from a Residence and for the maintenance of such roof or eave overhang by the Owner of the dominant tenement;

(iii) encroachment of doorsteps, foundation footings, utilities and other appurtenances or fixtures and the maintenance thereof by the Owner of the dominant tenement, which, in the construction of the structures upon the dominant tenement or from any reconstruction or modifications of such structures, project beyond the external surface of the outer walls of such structures.

## ARTICLE XIV

### RIGHTS OF LENDERS

SECTION 1: Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a Residence within the Covered Property. Such notice need not state which Residence or Residences are encumbered by such Mortgage, but shall state whether such Mortgagee is a First Mortgagee. Wherever the approval of all or a specified percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of all or a specified percentage only of those Mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

SECTION 2: Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any First Mortgage made in good faith and for value encumbering any Residence, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Residence except as otherwise provided in this Article.

SECTION 3: Curing Defaults. A Mortgagee or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is noncurable or not feasible to cure shall be final and binding on all Mortgagees.

SECTION 4: Resale. It is intended that any loan to facilitate the resale of any Residence after judicial foreclosure, deed in lieu of foreclosure or trustee's sale is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Mortgagees.

SECTION 5: Relationship with Assessment Liens.

(a) The lien provided for in the Article hereof entitled "Nonpayment of Assessments" for the payment of Assessments shall be subordinate to the lien of any First Mortgage which was recorded prior to the date any such Assessment becomes due.

(b) If any Residence subject to a monetary lien created by any provision hereof shall be subject to the lien of a First Mortgage: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (2) the foreclosure of the lien of said Mortgage, or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

(c) Any First Mortgagee who obtains title to a Residence by reason of any of the Events of Foreclosure, or judicial foreclosure sale, shall take title to such Residence free of any lien or claim for unpaid Assessments against such Residence which accrue prior to the time such Mortgagee takes title to such Residence, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Residences within the Covered Property.

(d) Nothing in this Section shall be construed to release any Owner from his obligations to pay for any Assessment levied pursuant to this Declaration.

SECTION 6: Seventy-Five Percent (75%) Vote of First Mortgagees.

Except upon the prior written approval of at least seventy-five percent (75%) of Institutional Mortgagees, based on one (1) vote for each First Mortgage held, neither the Association nor the Members shall be entitled to do any of the following:

(a) Abandon or terminate by any act or omission the condominium legal status of the Covered Property, or any part thereof, except for abandonment or termination provided by law and/or this Declaration in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) Dissolve the Association or abandon or terminate the maintenance of the community Facilities by the Association; or

(c) Amend a material provision of this Declaration, or the By-Laws of the Owners' Association. "A material provision" shall mean any provisions of such documents governing the following subjects: a. The percentage interest of the unit owners in the common elements of the project. b. The fundamental purpose for which the project was created (such as a change from residential use to a different use). c. Voting. d. Assessments, assessment liens, and subordination thereof. e. The reserve for repair and replacement of common elements. f. Property maintenance obligations. g. Casualty and liability insurance. h. Reconstruction in the event of damage or destruction. i. Rights to use the common elements. j. Annexation. k. Any provision, which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees. Any other provision of this Declaration or the By-Laws which is a requirement of FNMA, GNMA, FHLMC, FHA or VA shall also be deemed to be material; or

(d) Effectuate any decision to terminate professional management and assume self-management of the Covered Property;

(e) Abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate or otherwise encumber the Common Area or Community Facilities; provided, however, the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area or Community Facilities shall not require such approval.

(f) Partition or subdivide a Unit or any elements thereof;

(g) Change the Ownership interest of the Condominium as provided in the Section entitled "Condominium" in the Article hereof entitled "Definitions".

SECTION 7: Other Rights of Institutional Mortgagees. Any Institutional Mortgagee or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

(a) Inspect the books and records of the Association during normal business hours;

(b) Receive the annual audited financial statement of the Association ninety (90) days following the end of the Association's fiscal year;

(c) Receive written notice of all annual and special meetings of the Members or of the Board, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give an Institutional Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting; and

(d) Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Residence is encumbered by such Institutional Mortgagee's Mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to Institutional Mortgagees who have delivered a written request therefor to the Association specifying the Residence or Residences to which such request relates.

SECTION 8: Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage.

SECTION 9: Right of First Refusal. In the event this Declaration is amended to provide for any right of first refusal to purchase or lease a Residence in the Association, a Mortgagee who comes into possession of a Residence pursuant to a judicial foreclosure, a deed in lieu of foreclosure or a trustee's sale shall be exempt therefrom. In addition conveyances to and from third party foreclosure purchasers and mortgage insurers and guarantors shall also be exempt.

SECTION 10: Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

SECTION 11: Notice of Destruction or Taking. In the event that any Condominium, Common Area or Community Facilities and any improvements thereto or any portion thereof is damaged or is made the subject of any condemnation proceedings in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any Institutional Mortgagee affected by such destruction, taking or threatened taking. As used herein, "damaged" or "taking" shall mean damage or taking to the Common Area or Community Facilities exceeding Ten Thousand Dollars (\$10,000.00) or damage or taking to a Unit exceeding One Thousand Dollars (\$1,000.00). If requested in writing by an Institutional Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such Institutional Mortgagee.

SECTION 12: Payment of Taxes or Premiums by Institutional Mortgagees. Institutional Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area or Community Facilities unless such taxes or charges are separately assessed against the Owners, in which case the rights of Institutional Mortgagees shall be governed by the provisions of their Mortgages. Institutional Mortgagees may, jointly or singly, also pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area or Community Facilities and Institutional Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of any Institutional Mortgagee which requests the same to be executed by the Association.



## ARTICLE XV

### LIMITATIONS UPON THE RIGHT TO PARTITION AND SEVERANCE

SECTION 1: No Partition. The right of partition is hereby suspended, except that the right to partition shall revive and the Project may be sold as a whole when the conditions for such action set forth in the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain" have been met; provided, however, notwithstanding the foregoing, any Owner may, upon the prior written approval of the Institutional Mortgagee of the First Mortgage encumbering his Condominium, bring an action for partition by sale of the Project, as provided in Section 1354 of the Civil Code of the State of California or any similar statute then in effect upon the occurrence of any of the events therein provided. Provided, further, that if any Condominium shall be owned by two (2) or more co-tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants.

SECTION 2: No Severance. The elements of a Condominium and other rights appurtenant to the ownership of a Condominium are inseparable, and each Owner agrees that he shall not, while this Declaration or any similar declaration is in effect, make any conveyance of less than an entire Condominium and such appurtenances. Any conveyance made in contravention of this Section shall be void. The provisions of this Section shall terminate on the date that judicial partition shall be decreed.

### SECTION 3: Proceeds of Partition Sale.

(a) Whenever an action is brought for the partition by sale of the Project, whether upon the occurrence of any of the events provided in Section 1354 of the Code of Civil Procedure of the State of California (or similar statute then in effect) or upon the revival of the right to partition pursuant to the Articles hereof entitled "Destruction of Improvements" or "Eminent Domain," the Owners of Condominiums in the Project shall share in the proceeds of such sale in the same proportion as their interest in the Common Area of the Project. As used in the foregoing sentence, such interest of each Owner shall be determined by comparing (i) the fair market value as determined by an independent appraisal at the time an action for partition by sale is brought, to (ii) the total fair market value of all Condominiums in the Project.

(b) The distribution of the proceeds of any such partition sale shall be adjusted as necessary to reflect any prior distribution of insurance proceeds or condemnation award as may have been made to Owners and their Mortgagees pursuant to the Articles hereof entitled "Destruction of Improvements" and "Eminent Domain." In the event of any such partition and sale, the liens and provisions of all Mortgages or Assessment liens encumbering Condominiums within the Project so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment of any Mortgage or Assessment lien encumbering such proceeds as aforesaid.

## ARTICLE XVI

### PROTECTION OF THE PROJECT FROM LIENS

SECTION 1: Association to Defend Certain Actions. In the event that a lawsuit is brought against all or substantially all of the Members within the Project which will or could result in any lien or encumbrance being levied against the Project, the Association shall defend such lawsuit and the costs of such defense shall be a Special Assessment against all of the Members within the Project joined as defendants in such lawsuit; provided, however, in the event that an insurance carrier is obligated to provide such defense under a policy of insurance carried by the Association, the Association shall be relieved of the obligation to provide such defense. Nothing contained herein shall in any way limit the rights of any Member or Members to retain counsel of their choice to represent them in such lawsuit at their own expense. In the event that a Member so chooses, he shall not be relieved of liability for the Special Assessment provided for in this Section.

SECTION 2: Payment of Lien. In the event that a lien or encumbrance not covered by California Civil Code Section 1357 attaches to all or substantially all of the Project by reason of a judgment or otherwise, the Association shall promptly take the appropriate steps to remove such lien, including but not limited to the payment of money and the posting of a bond. The Association shall have the power to borrow money and to take such other steps as are necessary to free the Project of such liens.

SECTION 3: Owners to be Specially Assessed. Simultaneously with any action taken pursuant to the Section entitled "Payment of Lien" of this Article, the Association shall levy a Special Assessment against all of the Members whose Condominiums were subject to the lien or encumbrance which caused the Association to act pursuant to said Section equal to each such Member's pro rata share of such lien or encumbrance. In the event that such Special Assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Section 1356 of the California Civil Code and the Article hereof entitled "Nonpayment of Assessments."

SECTION 4: Reimbursement by Certain Owners. In the event that it shall be proven in a court of law of competent jurisdiction over the claim or claims causing the Association to take action under this Article that a judgment resulting in a lien on all or a portion of a Project was primarily due to the acts or omissions of a particular Member or Members or the families thereof, such Member or Members shall reimburse the Association for all expenses incurred by it pursuant to the provisions of this Article. Upon such reimbursement, the Association shall distribute the funds received to the Members against whom Special Assessments were levied pursuant to the provisions of this Article.

## ARTICLE XVII

### GENERAL PROVISIONS

SECTION 1: Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles or By-Laws and any amendments thereto. With respect to architectural control, Assessment liens or any other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof. A monetary penalty imposed by the Association as a disciplinary measure for failure of an Owner (member) to comply with the governing instruments or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the Owner (member) was allegedly responsible or in bringing the Owner (member) and his subdivision interest into compliance with the governing instruments may not be characterized nor treated, in the governing instruments, as an assessment which may become a lien against the member's subdivision interest (Unit) enforceable by a sale of the interest in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its effort to collect delinquent assessments.

SECTION 2: No Waiver. Failure by the Association or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles, By-Laws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition or restriction.

SECTION 3: Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

SECTION 4: Severability. Invalidation of any one or a portion of these covenants, condition or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5: Covenants to Run with the Land; Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by

the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners and seventy-five percent (75%) of the Institutional Mortgagees, based on one (1) vote for each First Mortgage held, has been recorded at least one (1) year prior to the end of any such period, agreeing to terminate said covenants, conditions and restrictions in whole or in part.

SECTION 6: Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

SECTION 7: Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

SECTION 8: Nuisance. The result of every act or omission, whereby any provision, conditions, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

SECTION 9: Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in the Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees and costs of such suit.

SECTION 10: Notices. Any notice to be given to an Owner or a Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Residence. Any notice so deposited in the mail within Los Angeles County, California, shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

(b) Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice or, if no such address is furnished, to any office of the Mortgagee in Los Angeles County, California, or if no such office is located in said County, to any office of such Mortgagee.

(c) The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, to any Mortgagee or Mortgagees, or to all Members or all Mortgagees, to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

SECTION 11: Obligations of Declarant. So long as Declarant or Development Lessees are utilizing the easement described in the Section entitled "Construction and Sales" of the Article in this Declaration entitled "Easements", Declarant and Development Lessees shall not be subject to the provisions of the Article entitled "Architectural Control" or the provisions of the Article, entitled "Use Restrictions".

SECTION 12: Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

SECTION 13: Personal Covenant. To the extent the acceptance of a conveyance of a Residence creates a personal covenant between the Owner of such Residence and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

SECTION 14: Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member of such Board or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

SECTION 15: Enforcement of Bonded Obligations. In the event that the improvements to the Community Facilities and Common Area have not been completed prior to the issuance of a Final Subdivision Public Report covering the Covered Property by the Department of Real Estate of the State of California, and the Association is obligee under a bond or other arrangement (hereinafter the "Bond") to secure performance of the commitment of Declarant to complete such improvements, the following provisions shall apply:

(a) The Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvements for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for such improvements in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Community Facilities and Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of such extension.

(b) In the event that the Board determines not to initiate action to enforce the obligations under the Bond, or in the event the Board fails to consider and vote on such question as provided above, the Board shall call a special meeting of the Members for the purpose of voting to override such decision of such failure to act by the Board. Such meeting shall be called according to the provisions of the Bylaws dealing with meetings of the Members, but in any event such meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting signed by Members representing five percent (5%) or more of the total voting power of the Association.

(c) The only Members entitled to vote at such meeting of Members shall be the Owners other than Declarant. A vote at such meeting of a majority of the voting power of such Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement such decision by initiating and pursuing appropriate action in the name of the Association.

SECTION 16: Leases. Any agreement for the leasing or rental of a Residence (hereinafter in this Section referred to as a "lease") shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, the Association Rules and any applicable agreements between the Association and any of the Federal Agencies. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the foregoing documents shall be a default under the lease. All leases shall be in writing. Any Owner who shall lease his Residence shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, the Bylaws and the Association Rules; provided, however, the obligation of the foregoing sentence shall not apply to Declarant in the event Declarant leases a Residence for a term of twenty (20) years or more and such lease, or memorandum thereof, is recorded. No Residence shall be leased for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days or any rental whatsoever, if the occupants of the Residence are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service.

SECTION 17: Construction By Declarant. Nothing in this Declaration shall limit the right of Declarant or Development Lessees to alter the Community Facilities or the Residences, or to construct such additional improvements as Declarant or such Development Lessees deem advisable prior to completion of improvements upon and sale of the Development. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Development. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned to any successor or successors to all or part of said entity's respective interest in the Development, by an express assignment incorporated in a recorded deed or lease, as the case may be, transferring such interest to such successor. Declarant and Development Lessees shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Members' rights to use and enjoy the Covered Property.

SECTION 18: Amendments.

(a) So long as the two-class voting structure is in effect in the Association, this Declaration may not be amended without the vote or written assent of fifty-one (51%) percent of each class of membership.

(b) After the close of the first escrow, upon the vote of Seventy-five (75%) percent of the voting power of the Association and a bare majority of the votes of owners other than the Declarant, provided that the percentage of voting power necessary to amend a specific provision shall not be less than the percentage of affirmative vote prescribed for action to be taken under that clause. All of the covenants, conditions, and restrictions contained herein may be modified, amended or augmented or deleted in the following manner and not otherwise: by the execution of either an amended Declaration or an amendment to this Declaration, and further, only after approval by the State of California, Department of Real Estate, pursuant to Section 11018.7 of the Business and Professions Code. Said amended Declaration or amendment to Declaration shall not be effective for any purposes unless and until recorded in the Office of the County Recorder in the county where the property is located, but shall thereafter be conclusive and presumed to be valid as to anyone relying thereon in good faith.

(c) Prior to the close of the first escrow, Declarant shall have the right to amend this Declaration by executing and recording the desired amendment thereto, and after prior approval of the State of California, Department of Real Estate, and any other state or other administrative agency then having regulatory jurisdiction over said project, and the recording of said amendment shall be presumed to be valid as to anyone relying thereon in good faith.

(d) Any amendment which would defeat the obligation of the Association to maintain the Common Area in a first class condition and in a good state of repair or which would defeat the assessment procedure to insure said maintenance, must be first approved in writing by the City.

(e) Special Notice from City: "Owner(s) shall be aware that surrounding properties may be developed or redeveloped in accordance with City ordinances in a manner which may partially or totally obstruct views from owner's unit(s). Owner(s) should check the development regulations of the City of Signal Hill if they are concerned about possible obstruction. The City of Signal Hill makes no claim, warranty, or guarantee that views from any unit will be preserved as development of surrounding properties occur."

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first herein above written.

ANASTASI CONSTRUCTION COMPANY  
A California Corporation

BY: Wayne G. Anastasi  
Wayne G. Anastasi President

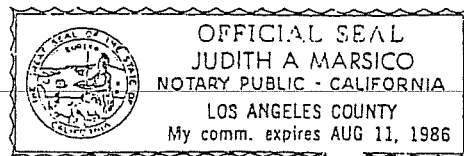
(Corporate Seal)

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF LOS ANGELES )

On this 10th day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wayne G. Anastasi personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of Anastasi Construction Company, Inc., a California corporation, the corporation that executed the within instrument, and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its laws, or a resolution of its Board of Directors.

WITNESS my hand and official seal

Judith A. Marsico  
Notary Public in and for County and State





CONDOMINIUM PLAN FOR LOTS 1 AND 2 OF :  
**TRACT No 36893**

IN THE CITY OF SIGNAL HILL  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
 CONDOMINIUM PLAN FOR LOTS 1 AND 2 OF TRACT No 36893 CONSISTING  
 OF A DESCRIPTION OF THE LAND INCLUDED WITHIN THE PROJECT,  
 DIAGRAMMATIC FLOOR PLAN OF BUILDINGS BUILT ON SAID LAND,  
 AND CERTIFICATE AS REQUIRED BY CALIFORNIA CIVIL CODE  
 R.V. PEARSALL INC. RONALD L. WARRECKER L.S. 5203

WE THE UNDERSIGNED BEING THE RECORD OWNERS OF THE LAND INCLUDED WITHIN THIS PROJECT AND THE RECORDER OF SECURITY INTEREST THEREIN, HEREBY RETORF OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, AND HEREBY CONSENT TO THE CORDATION OF THIS REVISED PLAN, PURSUANT TO THE PROVISIONS OF CHAPTER 1, TITLE 5, PART 4, DIVISION SECOND OF THE CALIFORNIA CIVIL CODE.

I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA, AND THESE CONDOMINIUM PLANS CONSISTING OF 6 SHEETS CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY OF THIS CONDOMINIUM PROJECT SHOWING THE RELATIONSHIP OF THE BOUNDARIES THEREOF MADE UNDER MY SUPERVISION IN OCTOBER, 1983.

*Ronald L. Warrecker*  
 RONALD L. WARRECKER, L.S. 5203

OWNERS,  
 ANASTASI CONSTRUCTION COMPANY, A CALIFORNIA CORPORATION.

*Wayne G. Anastasi*  
 WAYNE G. ANASTASI, PRESIDENT

CALIFORNIA FIRST BANK, BENEFICIARY UNDER DEED OF TRUST RECORDED AUGUST 15, 1983 AS INSTRUMENT No 83-941203, OFFICIAL RECORDS

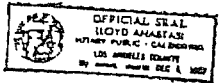
*William G. Pavluk*  
 William G. Pavluk, Vice President

*Linda J. Nelson*  
 Linda J. Nelson, Vice President

CONDOMINIUM NOTES.

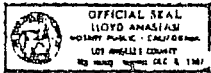
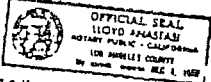
1. THIS IS A CONDOMINIUM PROJECT WHEREBY THE OWNERS OF UNITS 1 TO 36 INCLUSIVE OF AIRSPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREA, WHICH IN TURN WILL PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.
2. THE COMMON AREA IS ALL OF LOTS 1 AND 2, TRACT No 36893 AS PER MAP RECORDED IN BOOK 942, PAGES 1 AND 2 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA EXCEPT UNITS 1 TO 36 INCLUSIVE AS SHOWN AND DEFINED HEREIN.
3. THIS PLAN AND THE DIMENSIONS SHOWN HEREON ARE INTENDED TO CONFORM TO CIVIL CODE SECTION 1351, WHICH REQUIRES "DIAGRAMMATIC FLOOR PLANS OF ITS RELATIVE LOCATION AND APPROXIMATE DIMENSIONS." THE DIMENSIONS SHOWN HEREON ARE NOT INTENDED TO BE SUFFICIENTLY ACCURATE TO USE FOR COMPUTATION OF FLOOR AREA OR AIR SPACE VOLUME IN ALL OR ANY OF THE UNITS.
4. IN INTERPRETING DEEDS, OR THIS CONDOMINIUM PLAN, THE PHYSICAL BOUNDARIES OF THE UNIT WHETHER IN ITS ORIGINAL STATE OR RECONSTRUCTED SHALL BE CONSIDERED TO BE ITS BOUNDARIES RATHER THAN THE BOUNDARIES EXHIBITED BETWEEN THE BOUNDARIES SHOWN ON THE DEED OR CONDOMINIUM PLAN AND THOSE OF THE BUILDING.
5. EACH DIVISION OF LAND DEPICTED ON THIS MAP BEARING THE DESIGNATION 1 TO 36 INCLUSIVE SHALL BE SHOWN AND DESCRIBED AS "UNIT" & UNIT CONSISTS OF REFERENCE IS MADE TO A UNIT, IT SHALL BE CONSTRUED THAT REFERENCE IS MADE TO THE UNIT AS A WHOLE AND EACH OF ITS COMPONENT ELEMENTS.
6. EACH OF THE UNITS 1 TO 36 INCLUSIVE IS A RESIDENCE THE BOUNDARIES OF WHICH ARE MEASURED TO THE INTERIOR SURFACES OF PERIMETER WALLS, FLOORS, CEILING, DOORS AND WINDOWS.
7. AREAS DESIGNATED "BY" ARE BALCONIES AND ARE ELEMENTS OF THE UNIT BEARING THE SAME NUMERICAL DESIGNATION, THE BOUNDARIES OF WHICH ARE THE EXTERIOR FINISHED SURFACES OF PERIMETER WALLS, WINDOWS, BALCONY RAILS, AND DOORS AND HORIZONTAL PLANES AT THE LIMITS OF THE ELEVATIONS INDICATED.
8. THE UNIT INCLUDES THE SURFACES SO DESCRIBED AND THE PORTIONS OF THE BUILDING LYING WITHIN SAID BOUNDARIES AND THE AIR SPACE SO ENCOMPASSED, EXCEPT THE FOLLOWING: BEARING WALLS, FLOORS, ROOFS, BALCONY RAILS, FOUNDATIONS, SLABS, PIPES, DUCTS, FLUES, CHUTES, COLUMNS, CONDUITS, WIRES, AND OTHER UTILITY INSTALLATIONS WHEREVER LOCATED, EXCEPT OUTLETS THEREOF WITHIN THE UNIT.
9. ALL TIES SHOWN FROM UNITS AND ELEMENTS TO LOT LINES ARE MEASURED AT RIGHT ANGLES, UNLESS OTHERWISE NOTED. ALL UNIT AND ELEMENT LINES INTERSECT AT RIGHT ANGLES, UNLESS OTHERWISE NOTED.
10. THE VERTICAL LIMITS OF THE UNITS AND ELEMENTS SHOWN HEREON ARE HORIZONTAL PLANES HAVING ELEVATIONS SHOWN ON THE RESPECTIVE PORTIONS THEREOF AS LOWER (L.E.) AND UPPER (U.E.) ELEVATIONS EXCEPT THE UPPER VERTICAL LIMITS OF THE UPPER LIMIT ELEVATIONS SHOWN ON THE RESPECTIVE PORTIONS THEREOF.
11. EACH OF AREAS GP-A TO GP-1 INCLUSIVE IS A GUEST PARKING STALL AND IS PART OF THE COMMON AREA. THE BOUNDARIES OF WHICH ARE MEASURED AS FOLLOWS: THE LOWER VERTICAL BOUNDARY IS THE SURFACE OF THE FINISHED FLOOR. THE UPPER VERTICAL BOUNDARY IS THE SURFACE OF THE CEILING. THE LATERAL BOUNDARIES ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS WHERE THEY EXIST, OTHERWISE THE LATERAL BOUNDARIES ARE VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREON.
12. BENCH MARK: C.S.M. B.M. No 8 BY 9623 AT N.E. CORNER OF MILLON AND TEMPLE ST. NORTH AND 32' EAST OF CENTERLINE INTER. ADJ. 1976 ELEV. 30.130'
13. EACH OF THE AREAS 37 TO 189 INCLUSIVE IS A PARKING STALL AND IS A RESTRICTED COMMON AREA OF THE UNIT ASSIGNED TO AT THE TIME OF SALE. THE BOUNDARIES OF WHICH ARE MEASURED AS FOLLOWS: THE LOWER VERTICAL BOUNDARY IS THE SURFACE OF THE FINISHED FLOOR. THE UPPER VERTICAL BOUNDARY IS THE SURFACE OF THE CEILING. THE LATERAL BOUNDARIES ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS WHERE THEY EXIST, OTHERWISE THE LATERAL BOUNDARIES ARE VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREON.

STATE OF CALIFORNIA )  
 COUNTY OF LOS ANGELES )  
 ON THIS 21<sup>st</sup> DAY OF March, 1984, BEFORE ME LLOYD R. ANASTASI  
 A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED  
 WAYNE G. ANASTASI, PERSONALLY KNOWN TO ME (OR PROV-  
 ED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHO  
 EXECUTED THE WITHIN INSTRUMENT AS PRESIDENT AND SECRETARY,  
 RESPECTIVELY, ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOW-  
 LEDGED TO ME THAT THE CORPORATION EXECUTED IT.

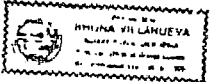


WITNESS MY HAND AND OFFICIAL SEAL,  
*Lloyd R. Anastasi*  
 NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF CALIFORNIA )  
 COUNTY OF LOS ANGELES )  
 ON THIS 20<sup>th</sup> DAY OF MARCH, 1984, BEFORE ME THOMA VILLANUEVA  
 A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LINDA J.  
NELSON AND WILLIAM G. PAVLUK, PERSONALLY KNOWN TO ME (OR PROV-  
 ED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHO  
 EXECUTED THE WITHIN INSTRUMENT AS Vice President AND Vice President,  
 RESPECTIVELY, ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOW-  
 LEDGED TO ME THAT THE CORPORATION EXECUTED IT AS BENEFICIARY.



WITNESS MY HAND AND OFFICIAL SEAL,  
*Thoma Villanueva*  
 NOTARY PUBLIC IN AND FOR SAID STATE



This document is an exact copy (not prepared by the County Recorder)  
 of a CONDOMINIUM PLAN  
 which was recorded in the County Recorder's Office of Los Angeles  
 County on APRIL 12, 1984  
 Document No. 84-445497, In Book 85  
 Page        of OFFICIAL Records of  
 Los Angeles County.

CALIFORNIA LAND TITLE COMPANY  
 a California corporation  
 By *J. Balboa*

# TRACT No 3689

IN THE CITY OF SIGNAL HILL  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
CONDOMINIUM PLAN

R.V. PEARSALL INC. RONALD L. WARRECKER L.S. 5203

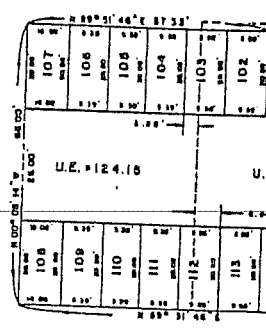
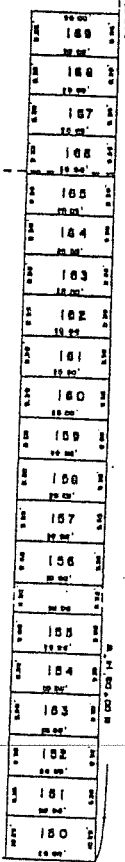
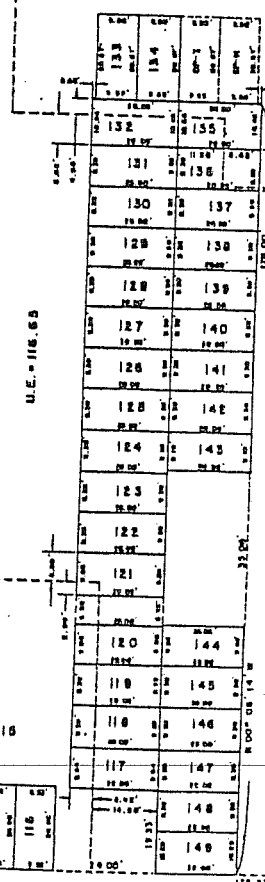
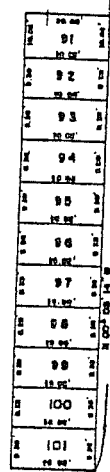
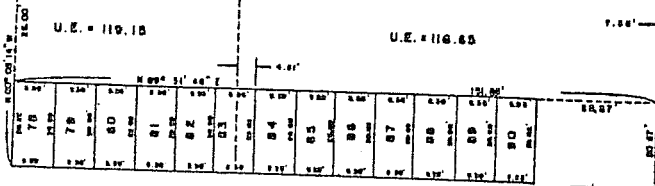
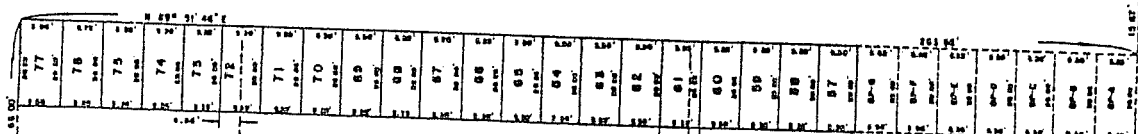
FIRST LEVEL

NORTH LINE OF TRACT NO 3689

N 89° 31' 46" E

289.24'

278.33'



WEST LINE OF TRACT NO 3689

EAST LINE OF TRACT NO 3689

N 00° 02' 20" E

N 00° 02' 34" E



N 89° 30' 23" E

SOUTH LINE OF LOT 2 TRACT NO 3689

274.85'

A = 89° 37' 37"  
L = 23.55  
R = 15.00  
T = 14.98

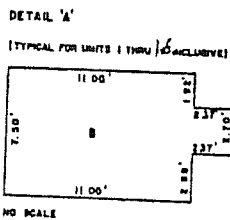
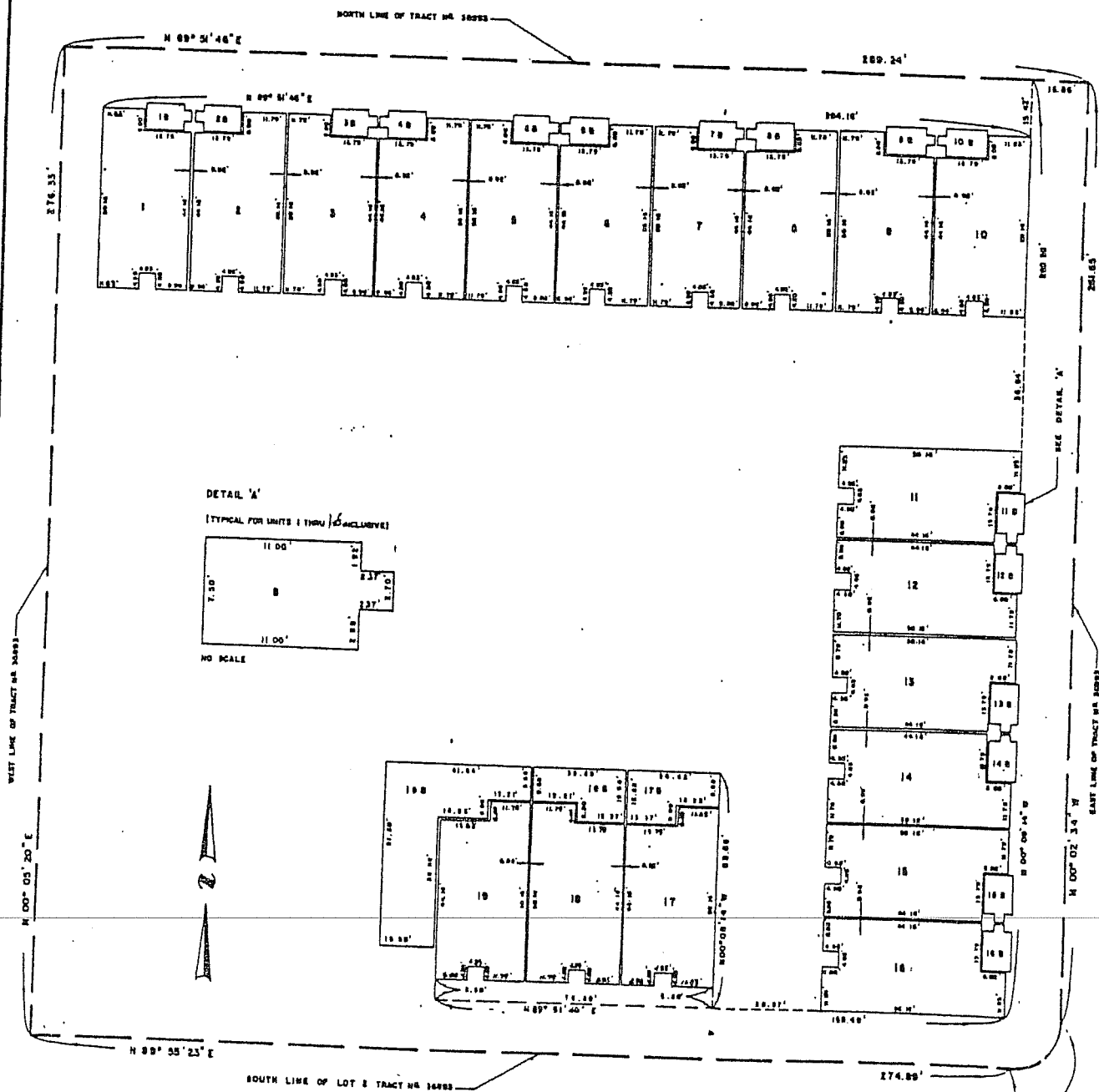
# TRACT No 3689J

IN THE CITY OF SIGNAL HILL  
COUNTY OF LOS ANGELES STATE OF CALIFORNIA  
CONDOMINIUM PLAN

R.V. PEARSALL INC. RONALD L. WARRECKER L.S. 5203

NOTE:  
THE WALL WIDTH BETWEEN ALL UNITS  
AND THEIR ELEMENTS IS 0-42"

SECOND LEVEL



A = 89° 57' 57"  
L = 23 35'  
R = 18 00'  
T = 14 99'

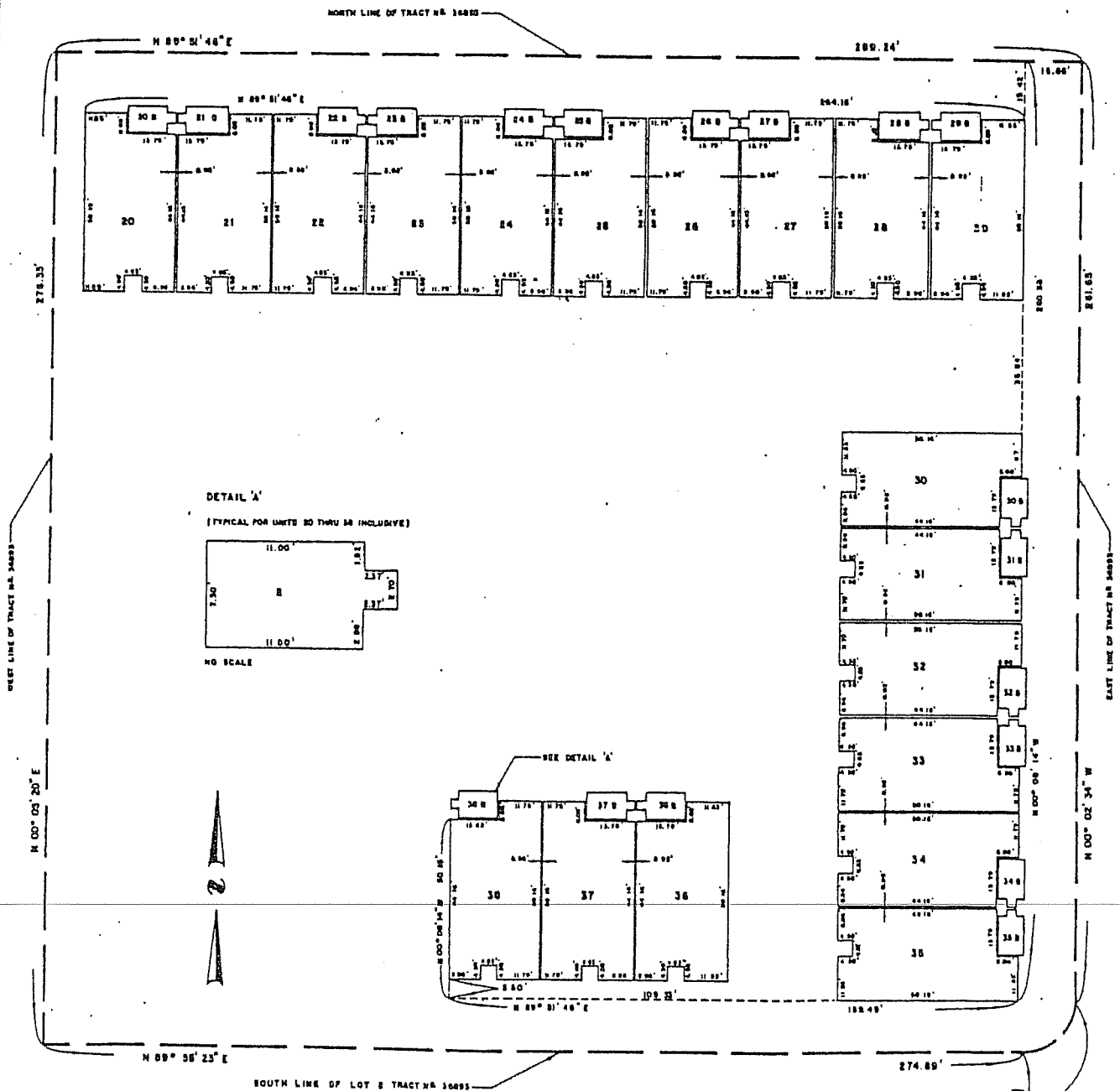
# TRACT No 36893

IN THE CITY OF SIGNAL HILL  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
CONDOMINIUM PLAN

R.V. PEARSALL INC. RONALD L. WARRECKER L.S. 5203

NOTE:  
THE WALL WIDTH BETWEEN ALL UNITS  
AND THEIR ELEMENTS IS 0.48'

THIRD LEVEL



A	= 89° 57' 57"
L	= 23.55'
R	= 15.00'
T	= 14.99'

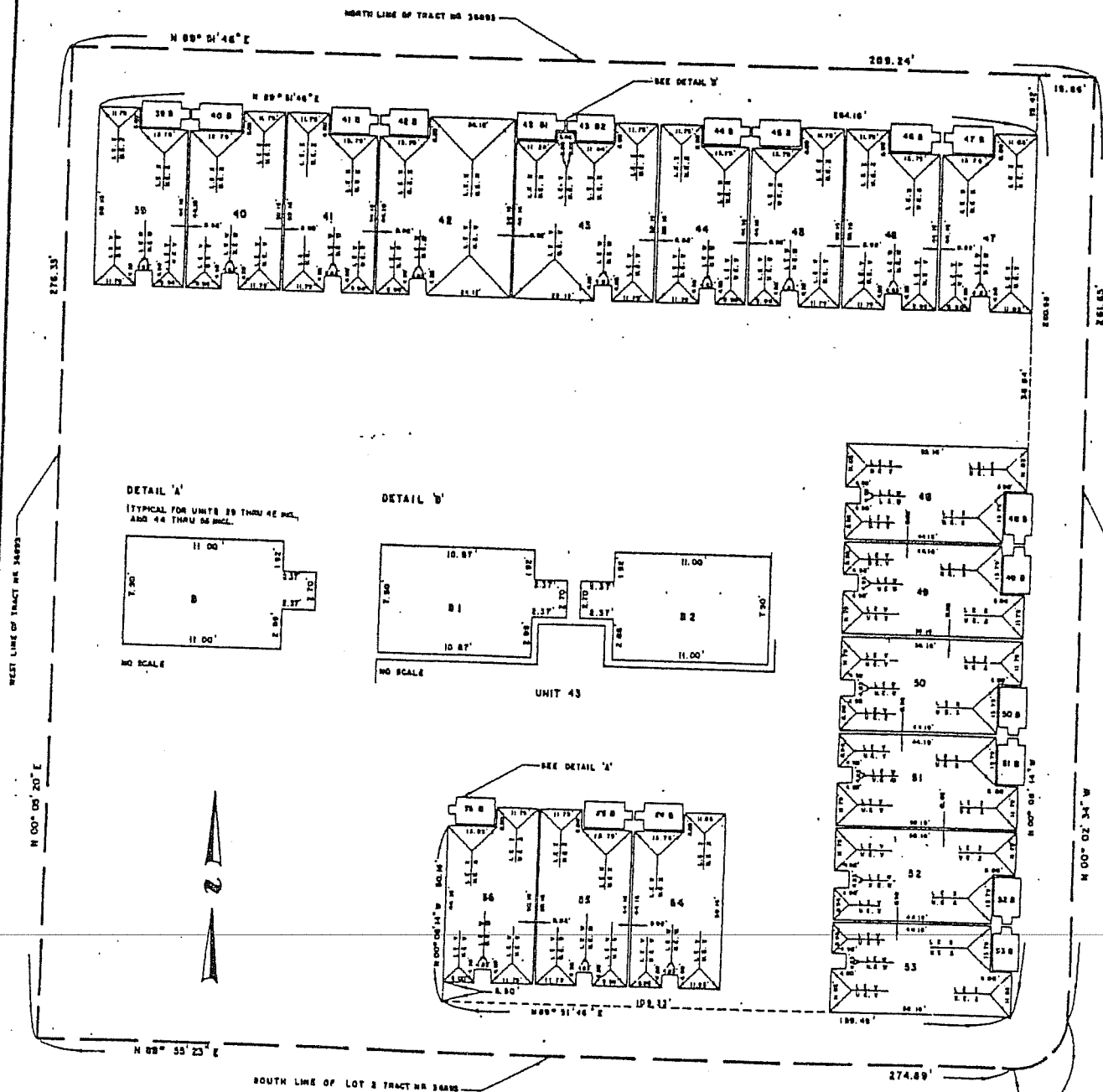
# TRACT No 3689

IN THE CITY OF SIGNAL HILL  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
CONDOMINIUM PLAN

R.V. PEARSALL INC. RONALD L. WARRECKER L.S. 5203

NOTE:  
THE WALL WIDTH BETWEEN ALL UNITS  
AND THEIR ELEMENTS IS 0.42

FOURTH LEVEL



A = 89° 51' 57"  
L = 23.50'  
R = 15.00'  
T = 14.99'

# TRACT No 36893

IN THE CITY OF SIGNAL HILL  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
 CONDOMINIUM PLAN

R.V. PEARSALL INC. RONALD L. WARRECKER L.S. 5203

ELEVATION			TABULATIONS											
AREA	L.E.	U.E.	AREA	L.E.	U.E.	AREA	L.E.	U.E.	AREA	L.E.	U.E.	AREA	L.E.	U.E.
1	120.00	122.00	28 B	134.00	144.24	55 X	140.00	148.00	170	107.22				
1 B	118.98	122.00	40 Y	132.18	142.24	72 Z	140.00	148.72	170	106.88				
2	120.00	128.00	40 M	132.20	144.32	59 B	140.20	148.72	171	106.22				
2 B	118.98	128.00	40 X	132.18	147.18	58 V	143.18	151.24	172	106.21				
3	117.50	125.50	40 T	132.10	147.24	58 W	143.18	151.22	173	106.03				
3 B	117.48	125.50	40 D	132.00	144.84	58 X	143.18	151.18	174	105.50				
4	117.50	125.50	41 V	132.00	143.74	58 Z	143.18	151.22	175	105.00				
4 B	117.48	125.50	41 W	132.00	143.82	58 B	143.00	151.22	176	104.80				
5	117.50	125.50	41 Z	132.00	144.84	57	107.47		177	104.32				
5 B	117.48	125.50	41 X	132.00	144.78	58	106.48		178	104.70				
6	117.50	125.50	41 B	132.20	143.74	59	107.82		179	104.70				
6 B	117.48	125.50	42 V	132.00	143.74	60	109.82		180	104.70				
7	118.00	123.00	42 W	132.00	143.82	61	104.30		181	107.23				
7 B	114.98	123.00	42 X	132.00	144.84	62	106.30		182	107.40				
8	113.00	123.00	42 Z	132.00	144.78	63	106.83		183	107.80				
8 B	114.98	123.00	42 B	132.20	143.74	64	107.27		184	108.18				
9	113.00	123.00	43 V	132.00	143.74	65	107.72		185	108.70				
9 B	114.98	123.00	43 W	132.00	147.82	66	107.72		186	108.20				
10	113.00	123.00	43 X	132.00	144.84	67	107.86		187	108.30				
10 B	114.98	123.00	43 Y	132.00	144.78	68	108.00		188	108.10				
11	117.50	125.50	43 Z	132.00	144.78	69	108.14		189	108.90				
11 B	117.48	125.50	43 B	132.20	143.74	70	108.14		190	108.40				
12	117.50	125.50	43 D	132.20	143.74	71	108.22		191	108.32				
12 B	117.48	125.50	44 V	132.10	144.84	72	108.22		192	108.21				
13	117.50	125.50	44 W	132.10	141.32	73	109.30		193	108.07				
13 B	117.48	125.50	44 X	132.10	142.18	74	109.30		194	107.90				
14	117.50	125.50	44 Z	132.10	142.20	75	109.30		195	107.83				
14 B	117.48	125.50	44 B	132.00	144.84	76	110.30		196	107.72				
15	117.50	125.50	45 V	132.10	141.24	77	111.10		197	107.50				
15 B	117.48	125.50	45 W	132.10	141.32	78	111.10		198	107.47				
16	117.50	125.50	45 X	132.10	142.18	79	112.10		199	107.34				
16 B	117.48	125.50	45 Z	132.10	142.20	80	109.60		200	107.28				
17	122.50	130.50	46 B	132.00	142.24	81	109.24		201	107.50				
17 B	122.48	130.50	46 V	132.10	141.24	82	109.24		202	106.87				
18	122.50	130.50	46 W	132.10	141.32	83	108.60		203	106.89				
18 B	122.48	130.50	46 X	132.10	142.18	84	108.40		204	106.43				
19	122.50	132.00	46 Z	132.10	142.20	85	104.11		205	108.21				
19 B	124.98	132.00	46 B	132.00	141.24	86	108.11		206	108.07				
20	122.00	137.10	47 V	132.10	141.24	87	107.50		207	107.92				
20 B	122.00	137.10	47 W	132.10	141.32	88	107.80		208	108.70				
21	122.00	137.10	47 X	132.10	142.18	89	107.72		209	108.64				
21 B	122.00	137.10	47 Z	132.10	142.20	90	107.72		210	109.92				
22	126.50	134.60	47 B	132.00	141.24	91	107.82		211	109.40				
22 B	126.50	134.60	48 V	132.00	143.74	92	107.34		212	109.34				
23	126.50	134.60	48 W	132.00	143.82	93	107.40		213	109.20				
23 B	126.50	134.60	48 X	132.00	144.84	94	107.37		214	109.00				
24	126.50	134.60	48 Z	132.00	144.78	95	107.37		215	108.10				
24 B	126.50	134.60	48 B	132.20	143.74	96	107.60		216	108.20				
25	126.50	134.60	49 V	132.00	143.74	97	107.80		217	107.84				
25 B	126.50	134.60	49 W	132.00	143.82	98	107.80		218	107.84				
26	124.00	132.10	49 X	132.00	144.84	99	107.92		219	107.94				
26 B	124.00	132.10	49 Z	132.00	144.78	100	106.00							
27	124.00	132.10	49 B	132.20	143.74	101	108.11							
27 B	124.00	132.10	50 V	132.00	143.74	102	110.82							
28	124.00	132.10	50 W	132.00	143.82	103	111.80							
28 B	124.00	132.10	50 X	132.00	144.84	104	112.87							
29	124.00	132.10	50 Z	132.00	144.78	105	113.86							
29 B	124.00	132.10	50 B	132.20	143.74	106	113.80							
30	128.50	134.60	51 V	132.00	143.74	107	114.40							
30 B	128.50	134.60	51 W	132.00	143.82	108	114.61							
31	128.50	134.60	51 X	132.00	144.84	109	114.17							
31 B	128.50	134.60	51 Z	132.00	144.78	110	113.77							
32	128.50	134.60	51 B	132.20	143.74	111	113.30							
32 B	128.50	134.60	52 V	132.00	143.74	112	112.82							
33	128.50	134.60	52 W	132.00	143.82	113	111.80							
33 B	128.50	134.60	52 X	132.00	144.84	114	111.10							
34	128.50	134.60	52 Z	132.00	144.78	115	110.40							
34 B	128.50	134.60	52 B	132.20	143.74	116	109.80							
35	128.50	134.60	53 V	132.00	143.74	117	109.30							
35 B	128.50	134.60	53 W	132.00	143.82	118	108.20							
36	131.50	138.60	53 X	132.00	144.84	119	108.10							
36 B	131.50	138.60	53 Z	132.00	144.78	120	108.14							
37	131.50	138.60	53 B	132.20	143.74	121	108.00							
37 B	131.50	138.60	54 V	140.00	148.74	122	108.00							
38	134.00	148.10	54 W	140.00	148.82	123	107.30							
38 B	134.00	148.10	54 X	140.00	149.84	124	107.87							
39	138.10	146.24	54 Z	140.00	148.78	125	107.70							
39 B	138.10	146.24	54 B	140.20	148.74	126	107.85							
40	138.10	146.24	55 V	140.00	148.74	127	107.31							
40 B	138.10	146.24	55 W	140.00	148.82									

AS INDICATED ON PARKING LAY OUT - SHEET 2 OF 6 SHEETS

AS INDICATED ON PARKING LAY OUT - SHEET 2 OF 6 SHEETS