

Attorney at Law  
113 Avenida Granada  
San Clemente, California 92672

DECLARATION  
COVENANTS, CONDITIONS AND RESTRICTIONS  
ESTABLISHING A PLAN OF  
CONDOMINIUM OWNERSHIP

LAS CASAS ANGELES

This Document is an exact copy (not prepared by the  
County Recorder) of the covenants, conditions and restric-  
tions contained in that certain instrument which was re-  
corded in the Office of the County Recorder of Los Angeles

County, State of California on February 8, 1982 as

Document No. 82-137499, In Book .....

Page .....

SAFECO TITLE INSURANCE COMPANY

By Ernesto H. Hester

TABLE OF CONTENTS

	Page
Recitals.....	1
Declaration.....	1
Definitions.....	2
Description of Common Interest, Property Rights, Rights of Enjoyment and Easements.....	4
Use Restrictions.....	8
The Association.....	15
The Board of Directors.....	22
Membership and Voting Rights.....	26
Assessments.....	29
Collection of Assessments: Liens.....	34
Insurance.....	37
Destruction of Improvements.....	39
Condemnation.....	42
Partition.....	43
Non Severability of Component Interests in a Condominium.....	43
Term of Declaration.....	44
Protection of Mortgagees.....	44
Amendment.....	49
General Provisions.....	52

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
ESTABLISHING A PLAN OF  
CONDOMINIUM OWNERSHIP

This Declaration is made September 30 1981, by Las Casas Angeles, a limited Partnership ("Declarant").

RECITALS

Declarant is the owner of real property located in the City of Baldwin Park, County of Los Angeles, California, described as Tract No. 40463, as per map filed in Book 979, Page 71

of Maps, in the office of the County Recorder of said County. Declarant has improved or intends to improve the real property by constructing improvements on it containing thirty (30) dwelling units and other facilities in accordance with plans and specifications on file with the City of Baldwin Park, California. By this Declaration, Declarant intends to establish a plan of condominium ownership.

DECLARATION

Declarant declares that the real property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens, and charges, all of which are declared and agreed to be in furtherance of a plan of condominium ownership described in California Civil Code 1350-1360 for the subdivision, improvement, protections, maintenance, and sale of a condominium within the real property, and all of which are declared and agreed to be the purpose of enhancing, maintaining and protecting the value and attractiveness of real property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any rights, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declaration further declares that it is the express intent that this declaration satisfy

1. DEFINITIONS

- 1.1 The "articles" means the Association's articles of incorporation and their amendments.
- 1.2 The "Association" means the Las Casas Angeles Homeowner's Association, a California non-profit corporation, its successors and assigns.
- 1.3 The "Association Rules" means the rules and regulations regulating the use and enjoyment of the common area and recreation area adopted by the Board from time to time.
- 1.4 The "Board" means the board of directors of the Association.
- 1.5 The "by-laws" means the Association's by-laws and their amendments.
- 1.6 The "common area" means the entire development except all units as defined in this declaration or as shown on the condominium plan. Common area shall specifically exclude all air conditioning units notwithstanding that the foregoing are located on the common area. Pipes, wires and ducts that are part of the air conditioning system in the walls are part of the common area.
- 1.7 A "condominium" means an estate of real property as defined in California Civil Code 783 consisting of an undivided interest as tenants in common in the common area of the development, together with a fee in a unit shown and described on the condominium plan.
- 1.8 The "condominium plan" means the condominium plan recorded pursuant to California Civil Code 1351 respecting the development and any amendments to the plan herewith. A copy of the condominium plan is attached hereto as Exhibit "A".

- 1.9 The "declarant" means Las Casas Angeles, a limited partnership, its successors and assigns, if such successors and assigns acquire or hold record title to any portion of the development for the development purposes.
- 1.10 The "development" means the entire parcel of real property divided or to be divided into condominiums, including all structures and improvements on it. The development is a statutory condominium "project" as defined in California Civil Code 1350 (3).
- 1.11 A "member" means every person or entity who holds a membership in the Association.
- 1.12 A "mortgage" means a mortgage deed of trust encumbering a condominium or other portion of the development. A "mortgagee" shall include the beneficiary under a deed of trust. An "institutional" mortgagee is a mortgagee that 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, or any federal or state agency. A "first mortgagee" is one having priority as to all other mortgages or holders of mortgages encumbering the same condominium or other portions of the development.
- 1.13 An "owner" means each person or entity holding a record ownership in a condominium, including declarant. Owner shall not include persons or entities who hold an interest in a condominium merely as security for the performance of an obligation as a contract purchaser.
- 1.14 A "unit" means the non-common area elements of a condominium in the development, such units and their boundaries being shown and particularly described in the condominium plan. In interpreting deeds and plans the existing physical boundaries of a unit or of a unit reconstructed in substantial

accordance with the original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building and regardless of settling or lateral movement of the building. Whenever reference is made in this declaration, in the condominium plan, in a deed or elsewhere to a unit it shall be assumed that such reference is made to the unit as a whole including each of its component elements.

2. DESCRIPTION OF COMMON INTEREST, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS.

2.1 Ownership of a Condominium; Easements. Ownership of each condominium within the development shall include a unit, an undivided interest in the common area (which undivided interest shall be specified in the deed from the declarant to each owner and which undivided interest cannot be altered or changed as long as the prohibition against severability of component interest in a condominium interest remains in effect as provided in this declaration), a membership in the Association, any exclusive or non-exclusive easement or easements appurtenant to such condominium over the common area as described in this declaration or the deed of the condominium.

2.2 Exclusive Easements. Portions of the common area described as patios, garages and Balconies- are hereby set aside and allocated for the exclusive use of the respective units as shown on the condominium plan. On the condominium plan such areas are designated by the letter P, (patio), G (garage), and B. ( Balconies ) preceded by a number coinciding with the number of the

respective unit. For example "P-14" is the exclusive easement patio for unit 14. Such portions of the common area shall be exclusive easement appurtenant to the respective units for the exclusive uses and purposes as set forth in this Declaration. It shall be the obligation of every owner to keep in good and clean conditions his exclusive easement patio, garage and parking space and said owner shall bear the expense of the cleaning.

- 2.3 Owner Non-Exclusive Easements of Enjoyment. Every owner of a condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the common area and for ingress; egress and support over and through the common area; however, such non-exclusive easements shall be subordinate to, and shall not interfere with exclusive easements appurtenant to units over the common area. Each such non-exclusive easement shall be appurtenant to and pass with the title to every condominium, subject to the following rights and restrictions:

2.3.1 The right of the Association to limit the number of guests, and to adopt and enforce the Association rules.

2.3.2 The right of the Association to charge reasonable admission and other fees for the use of any unassigned parking and storage spaces situated on the common area.

2.3.3 The right of the Association to assign, rent, license or otherwise designate and control use of unassigned parking and storage spaces within the common area.

2.3.4 The right of the declarant or its designees to enter on the development to construct or make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied unit.

2.3.5 The right of the Association, or its agent,

to enter any unit to perform its obligations under this declaration, including obligations with respect to construction, maintenance or repair for the benefit of the common area or the owners in common, or to make necessary repairs that the owner has failed to perform. The right shall be immediate in case of emergency originating or threatening such unit, and the obligation can be performed whether or not the owner is present.

2.3.6 The right of any owner, or his representatives, to enter the unit of any other to perform permissible installation, alterations or repairs to mechanical or electrical service, including installation of television antennae and related cables, if requests for entry are made in advance and such entry is at a time convenient to the owner whose unit is being entered. The right of entry shall be immediate in case of emergency originating in or threatening such unit, whether or not the owner is present.

2.3.7 The right of the Association to suspend the right of an owner to use the common area as provided in Section 4.3.1.2 of this Declaration.

2.4 Delegation of Use; Contract Purchasers, Tenants.

Any owner may delegate his rights of use and enjoyment in the development, including any recreational facilities, to the members of his family, his guests and invitees, and to such other persons as may be permitted by the bylaws and the Association rules, subject however, to this Declaration. However, if an owner of a condominium has sold his condominium to a contract purchaser or rented it, the owner, members of his family, and guests and invitees shall not be entitled to use and enjoy the recreational facilities of the development while the owner's condominium is occupied by such contract purchaser or tenant. Instead, the contract purchaser, or tenant, while occupying such



condominium, shall be entitled to use and enjoy the recreational facilities of the development and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser, or tenant, were the owner of such condominium during the period of his occupancy. Each owner shall notify the secretary of the Association of any contract purchaser or tenant of such owner's condominium. Each owner, contract purchaser or tenant shall also notify the Association of the names of all persons to whom such owner, contract purchaser or tenant has delegated any rights of use and enjoyment in the development and the relationship that each person bears to the owner, contract purchaser or tenant. Any delegated rights or use and enjoyment are subject to suspension to the same extent as the rights of the owners are.

2.5 Minor Encroachments. If any portion of the common area encroaches on any unit or if any portion of a unit encroaches on the common area, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of its as long as it remains and all units and the common area are made subject to such easements. If any structure containing a unit is partially destroyed and then rebuilt and any encroachment results, a valid easement exists for such encroachment and for the maintenance of it so long as it remains and all units and the common area are made subject to such easements.

2.6 Easements Granted by the Association. The Association shall have the power to grant and convey to any third party easements and the rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power,

telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any similar public or quasi-public improvements or facilities, any each purchaser, in accepting a deed to a condominium, expressly consents to such easement. However, no such easements can be granted if it would interfere with the use, occupancy or enjoyment by any owner of his unit, any exclusive easement over the common area, or the recreational facilities of the development unless approved by the vote or written consent of the holder of not less than seventy-five percent (75%) of the voting rights of each class of members and their mortgagees.

3. USE RESTRICTIONS.

3.1 Residential Use. Units shall be used for residential purposes only. However, for a three (3) year period from the date of recordation of this Declaration, units owned by Declarant may be used by Declarant or its designees as models, sales offices, and construction offices for the purpose of developing, improving and selling condominiums in the development. Nothing in this Declaration shall prevent an owner from renting or leasing his condominium. However, any lease or rental agreement shall be in writing any any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the bylaws, and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Also, except for a mortgagee in possession of a condominium following a default in a first mortgage, a foreclosure proceeding or acceptance of a deed or other arrangement in lieu of foreclosure, no owner shall rent, lease or let his unit for transient or hotel purposes.

3.2 Commercial Use. Except as otherwise provided in this Declaration, including paragraph 3.1, no part of the

development shall be used, caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, vending or other such nonresidential purpose.

3.3 Maintenance. Each owner of a condominium shall be responsible for maintaining his unit, including the equipment and fixtures in the unit and its interior walls, ceiling, windows and doors, in a clean, sanitary, workable and attractive condition. However, each owner has complete discretion, as to the choice of furniture, furnishings, and interior decorating, but windows can be covered only by drapes or shades and cannot be painted or covered by foil, cardboard, or other similar materials. Each owner shall be responsible for repair, replacement and cleaning of the windows of his unit, both exterior and interior. Each owner shall clean and maintain any exclusive easement appurtenant to his unit.

3.4 Oil Drilling. No oil drilling, oil development, operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in the development, and no oil wells, tanks, tunnels or mineral excavations or shafts shall be permitted on the surface of the development or within five hundred (500) feet below the surface of the development. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on the development.

3.5 Parking Restrictions; Use of Garage. Unless otherwise permitted by the board, no automobile shall be parked or left on any street or on any property subject to this declaration other than on or within a garage, or assigned or appurtenant parking stall or space. No boat, trailer, or recreational vehicle, camper, truck or commercial vehicle shall be parked or left on any street or any part of the development other than in any parking area

designated by the Board for the parking and storage for such vehicles. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules. Any garages and parking spaces shall be used for parking automobiles only and shall not be converted for living or recreational activities. Garage doors shall remain closed at all times except when being used to enter or exit. All vehicles parked in garages, or parking spaces shall be kept in an orderly condition.

3.6 Signs. No sign of any kind shall be displayed to the public view on or from any condominium or the common area without the approval of the board, except such signs as may be used by the declarant or its designees for a period of three years from the date of recordation of this declaration for the purpose of the development. However, one sign of customary and reasonable dimensions advertising a condominium for sale or rent may be placed within a unit or within the common area immediately adjacent by the owner, the location and design of it to be subject to the approval of the board.

3.7 Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, clotheslines or other external fixtures other than those originally installed by declarant or approved by the Board and any replacement shall be constructed, erected or maintained on or within the common area or any structures on it. No wiring, insulation, air conditioning, or other machinery or equipment other than that originally installed by declarant or approved by the Board, and their replacements shall be constructed, erected or maintained on or within the common area, including any

structures on it. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his unit. However, if cable television is or becomes available to such owner, his right to maintain television antennae within completely enclosed portions of his unit shall terminate immediately unless the Board continues to authorize their maintenance.

3.8 Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades or wall of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except those that are installed in accordance with the original construction of the development, and their replacement, or as authorized and approved by the Board.

3.9 No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any condominium or elsewhere within the development except domestic dogs, cats, fish and birds inside bird cages may be kept as household pets within any unit, if they are not kept, bred or raised for commercial purposes. The Board can prohibit maintenance of any animal that constitutes a nuisance to any other in the sole and exclusive opinion of the Board. Each person bringing or keeping a pet on the development shall be absolutely liable to the other owners, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests and invitees for any damage to persons or property caused

by any pet brought on or kept on the development by such person or by members of his family, his guests or invitees.

3.10 Respective Use of Recreational Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the development. However, trailers or temporary structures for use incidental to the initial construction of the development or the initial sales of units may be maintained with the development, but shall be promptly removed on completion of all initial construction and all initial sales.

3.11 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner of a condominium shall permit or cause any trash or refuse to be kept on any portion of the development other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.

3.12 Outside Drying and Laundering. No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes from patios, porches, or other areas.

3.13 Structural Alterations. No structural alterations to the interior of any unit shall be made and no plumbing or electrical work within any bearing or common walls shall be made by any owner without the prior written consent of the Board.

3.14 Exterior Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the development without the prior written consent of the Board and any institutional first mortgagee whose interest may be affected.

3.15 Compliance with Laws, Etc. Nothing shall be done or kept in any unit that might increase the rate of, or cause cancellation of insurance on the development, or any portion of the development, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit that violates any law, ordinance, statute, rule or regulation of any local, state or federal body. No owner shall allow furniture, furnishings or other personalty belonging to such owner to remain within any portion of the common area or recreational area except portions subject to exclusive easements over common area appurtenant to such owner's unit and except as may be otherwise permitted by the Board.

3.16 Indemnification. Each owner shall be liable to the remaining owners for any damage to the common area that may be sustained by reason of negligence of that owner, members of his family, his contract purchasers, guests or invitees, to the extent that such damage is not covered by insurance. Each owner, by acceptance of his deed, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees to indemnify each and every owner, and to

hold him from and to defend him against, any claim of any person for personal injury or property damage occurring within the unit of that particular owner and within any exclusive easement over the common area appurtenant to the owner's unit unless the injury or damage occurred by reason of negligence of any owner or person temporarily visiting said unit or portion of the common area subject to an exclusive easement appurtenant to the unit, or is fully covered by insurance.

3.17 Owner's Obligation for Taxes. To the extent allowed by law, all condominiums, including their pro-rata undivided interest in the common area and the membership of an owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to the first mortgages under local law shall relate only to the individual condominiums and not to the development as a whole. Each owner shall be obliged to pay any taxes or assessments assessed by the county assessor of Los Angeles County against his condominium and against his personal property.

3.18 Future Construction. Nothing in this declaration shall limit the right of the declarant, its successors and assigns, to complete construction of improvements to the common area and to units owned by the declarant or to alter them or to construct additional improvements as declarant deems advisable before completion and sale of the entire development. The rights of declarant in this declaration may be assigned to any successor (to all or any part of any of declarant's interest in the development), as developer, by an express



assignment incorporated in a recorded deed that transfers an interest to a successor.

3.19 Enforcement. The failure of any owner to comply with any provision of this declaration or the articles or bylaws shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages or for injunctive relief or both.

3.20 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be conducted within the development. Nothing shall be done on or within the development that may be or may become an annoyance or nuisance to the residents of the development, or that in any way interferes with the quiet enjoyment of occupants of units. Unless otherwise permitted by the Association rules, no owner shall serve food or beverages, cook, barbeque, or engage in similar activities, except within those portions of the common area subject to exclusive easements appurtenant to such owner's unit.

#### 4. THE ASSOCIATION.

4.1 Formation. The Association is a nonprofit corporation formed under the laws of California. On the close and recording of the first condominium sale to an owner, the Association shall be charged with the duties and invested with the powers set forth in the articles, the by-laws and this declaration, including, but not limited to, control and maintenance

of the common area and any common area facilities.

4.2 Association Action; Board of Directors and Officers; Member's Approval. Except as to matter requiring the approval of members as set forth in this declaration, the articles, or by-laws, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint. Such election or appointment shall be in accordance with this declaration or the by-laws, and their amendments. Except as otherwise provided in this declaration, the articles or the by-laws, all matter requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights assent to them by written consent as provided in the by-laws or if approved by a majority vote of a quorum of members at any regular meeting or special meeting held in accordance with the by-laws.

4.3 Powers and Duties of the Association.

4.3.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the Mutual Benefit Corporation Law of California subject only to such limitations on the exercise of such powers as are set forth in the articles, the by-laws, and this declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this declaration, the articles and the by-laws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitations, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix, and levy assessments against the owners of condominiums and to enforce payments of such assessments in accordance with the provisions of this declaration. However, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise provided in this declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf, or on behalf of any owner who consents can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provisions of this declaration or of the articles or bylaws, or of the Association rules or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of those provisions. In addition, the Association can suspend the voting rights, use privileges of the common area or can assess monetary penalties against the owner or other person entitled to exercise such rights or privileges for any violation of this declaration, the articles, the bylaws, Association rules or Board resolutions. However, any such suspension of use privileges cannot exceed a period of thirty (30) days for any one violation. Prior to suspension of voting rights or use privileges of the common areas or imposing a fine the Board must notify the owner fifteen (15) days prior to their action. The notice must be by first class mail to the address of the owner recorded with the Association. The Board must provide an opportunity for the member to be heard, orally or in writing, not less than five (5) days before the effective date of the suspension or fine. The owner shall have the right to be represented by counsel. Except as provided in this section, the Association does not have the power or authority to cause a forfeiture or abridgement of an owner's rights to the full use and enjoyment of his condominium on account of a failure by the owner to comply with provisions of this declaration or of the articles, bylaws or of duly

enacted rules of operation for common area and facilities except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale based on a failure of the owner to pay assessments levied by the Association.

4.3.1.3 Delegation of Powers: The Association acting by and through the Board can delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent ("manager"). Any agreement for professional management of the condominium project shall be terminable by either party with or without cause and without payment of a termination fee on thirty (30) days written notice. The term of any such agreement shall not exceed one (1) year although such agreement may be renewed from year to year by the Board. If the development is professionally maintained or managed, the Board shall not terminate professional management and assume self management of the development without the consent of seventy-five percent (75%) of first mortgagees.

4.3.1.4 Association Rules. The Association shall have the power to adopt, amend and repeal its rules as it deems reasonable. The Association rules shall govern the use of the common area and recreation area by the owner or his family, guests, invitees or by any contract purchaser, or tenant of their respective family member, guests or invitees. However, the Association rules shall not be consistent with or materially alter any provisions of this declaration, the articles or bylaws. A copy of the Association rules as adopted, amended or repealed, shall be posted in a conspicuous place within the development. In case of conflict between any Association rule and provisions of this declaration, the articles, or bylaws the conflicting Association rule shall be deemed to be the provisions of this declaration, the articles and the bylaws.

4.3.2 Duties of the Association. In addition to the powers delegated to it by the articles or the bylaws, and

without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Seciton 4.3.1.3, has the obligation to conduct all business affairs of common interest to all owners and to perform each of the following duties:

4.3.2.1 Operation and Maintenance of Common Area.

To operate, maintain, and otherwise manage or provide for the operation, maintenance, and managment of the common area, and all its facilities, improvements and landscaping, including any private driveways and private streets, including private property, in a first class condition and in a good state of repair. In this connection, the Association may enter into contracts for the services or materials for the benefit of the Association or the common area, including contracts with declarant. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party with or without a cause and without payment of a termination fee upon thirty (30) day written notice.

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the common area, personal property owned by the Association or against the Association. Such taxes or assessments may be contested or compromised by the Association; provided they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.3.2.3 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the common area and for condominiums when the condominiums are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year, or, if the supplier is a regulated public utility, the shortest term for which the supplier will contract as the applicable regulated rate.

4.3.2.4 Insurance. To obtain, from reputable

insurance companies, and maintain the insurance described in Section 9.

#### 4.3.2.5 Enforcement of Restrictions and Rules.

To perform such other acts, whether or not expressly authorized by this declaration, that may be reasonably necessary to enforce any of the Association provisions of this declaration, the articles and bylaws, and the Association's rules and board resolutions.

#### 4.3.2.6 Enforcement and Bonded Obligations.

When the California Real Estate Commissioner issue a final subdivision public report for the development, if any of the common area improvements in the development have not been completed, and if the Association is the obligee under a bond or other arrangement ("bond") to secure performance of a commitment of the declarant or of his successors or assigns to complete such common area improvements, then the board shall consider and vote on a question of action by the Association to enforce the obligations under the bond with respect to any improvement for which a notice of completion had not been filed within sixty (60) days after the completion date specified for that improvement in the "planned construction statement" appended to the bond. However, if the Association has given an extension in writing for the completion of any common area improvement, the board shall consider and vote on the action to enforce the obligations under the bond if a notice of completion has been filed within thirty (30) days after the expiration date of the extension. If the board fails to consider the vote on the action to enforce the obligations under the bond, or if the board decides not to initiate action to enforce the obligations under the bond, then on the petition in writing to the board signed by members of the Association representing five or more percent of the total voting power of the Association, the board shall call a special meeting of members for the purpose of voting to override the decision of the board not to initiate action or to compel the board to take action to enforce the obligations under the bond. The meeting shall be

called by the board by fixing a date not less than thirty-five (35) days nor more than forty-five (45) days after the receipt of the board of said petition and by giving written notice to all owners entitled to vote in the manner provided in this declaration or in the bylaws for notices of special meetings of members of the Association. At that meeting, the vote in person or by proxy of a majority of the owners entitled to vote (other than declarant) in favor of taking action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the board shall then implement their decision by initiating and pursuing appropriate action in the name of the Association.

4.3.2.7 Determine whether a specified area is part of a unit or part of the common area.

4.4 Organizational Meeting of Members. An organizational meeting shall be held as soon as practicable after incorporating of the Association, and the first election of a board of directors shall be conducted. The directors elected then shall hold office until the first annual meeting. All offices of the board of directors shall be filled at the organizational meeting.

4.5 Regular Meetings of Members and Notice. The first annual meeting of members of the Association shall be held within forty-five (45) days after the closing of the sale of the condominium that represents the fifty-first (51%) percentile interest authorized for sale under the first final subdivision public report issued for the development by the California Commissioner of Real Estate, but in no case later than six (6) months after the closing and recording of the sale of the first condominium within the development. Thereafter, regular meetings of members of the Association shall be held at least once a year at a time and place within the development as prescribed in the bylaws or as selected by the board. Special meetings shall be called as provided in the bylaws.

4.5.1 Notice. Notice of all meetings, regular or special, shall be given by regular mail, personal delivery or telegram to all owners and to any mortgagee who has requested

in writing that such notice be sent to it and shall be given not less than ten (10) days nor more than thirty (30) days before the time the meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Any mortgagee, through its designated representative, shall be entitled to attend such meeting but shall not be entitled to vote at the meeting except as provided in Section 15.9.

4.5.2 Quorum. The presence at any meeting in person or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days and not more than thirty (30) days from the date the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent (25%) of the total votes. Any meeting of members at which a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present in person or in proxy.

## 5. THE BOARD OF DIRECTORS

5.1 Election of Directors. As long as the majority of the voting power of the Association resides in the declarant, or as long as there are two outstanding classes of membership in the Association, the election of twenty percent (20%) of the directors ("the specially elected directors") shall be determined at a special election held immediately before the regular election of directors (except in the case of the election of a specially elected director following removal of a predecessor). At the duly constituted meeting of members, nominations for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarant shall not have the right to participate in or vote in such special election (although



declarant or declarant's representatives may be present), and the candidates receiving the highest number of votes up to the number of specially elected directors to be elected shall be deemed to be the specially elected directors, and their term shall be the same as that of any director. Unless members (excluding any voting rights held by declarant) assent by vote or written consent, such specially elected directors cannot be removed. In case of death, resignation, or removal of a specially elected director, his successor shall be elected at a special meeting of members, and provisions set forth in this section respecting the election of a specially elected director shall apply as to the election of a successor. Except as provided in this section of the declaration, the provisions of this declaration and the articles and bylaws applicable to directors, including their election and removal, shall apply to a specially elected director.

5.2 Budget and Financial Statement of the Association.

5.2.1 Financial statement for the Association shall be regularly prepared and distributed to all members of the Association as follows:

(1) A pro rata forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of an interest in the subdivision and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the condominium interest and the name of the entity assessed.

(3) An annual report consisting of the following shall be distributed within 120 days after the close of the fiscal year.

(A) A balance sheet as of the end of the fiscal year.

(B) An operating (income) statement for the fiscal year.

(C) A statement of changes in financial position for the fiscal year.

(D) Any information required to be reported under section 8322 of the Corporation Code.

5.2.2 Originally the annual report referred to in (3) above shall be prepared by an independent accountant for any fiscal in which the gross income of the Association exceeds \$75,000.

5.2.3 If the report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

5.2.4 Copies of each such balance sheet, operating statement and pro forma operating statement for the Association shall be mailed to any first mortgagee who has requested in writing that such copies be sent to it.

### 5.3 Inspection of Association Books and Records.

5.3.1 Any membership register, books of account and minutes of meetings of the members, the board and committees of the board of the Association shall be made available for inspection and copying by any member of the Association, or his duly appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the development as the board prescribes.

5.4 The board shall establish by resolution reasonable rules with respect to:

5.4.1 Notice to be given to the custodian of records of the Association by the member, representative or mortgagee desiring to make an inspection.

5.4.2 Hours and days of the week when an inspection may be made.

5.4.3 Payment of the cost of reproducing copies of the documents by a member or by a representative or mortgagee.

5.5 Every director of the Association shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of the documents.

5.6 Limitations of Authority of Board. Except with the vote or written assent of members of the Association holding fifty-one percent (51%) of the non-declarant voting rights, the board shall not take any of the following actions:

5.6.1 Incure aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

5.6.2 Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or

5.6.3 Pay compensation to members of the board or to officers of the Association for services performed in the conduct of the Association's business. However, the board may cause a member of the board or officer to be reimbursed for expenses incurred in carrying on the business of the Association:

5.6.4 Enter into a contract with a third person wherein a third person will furnish goods or services for the common area or the Association for a term longer than one (1) year, with the following exceptions:

5.6.4.1 A management contract, the terms which have been approved by the Federal Housing Administration or Veterans Administration.

5.6.4.2 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, the term of the contract shall not exceed the shortest term for which the supplier will contract at a regular rate.

5.6.4.3 Prepaid casualty and liability insurance

are not to exceed three (3) years duration provided that the policy permits short rate cancellation by the insured.

5.7 Personal Liability. No member of the board, or of any committee of the Association, or any officer of the Association, or any manager of the declarant, or any agent of the declarant shall be personally liable to any owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willfull or intentional misconduct.

## 6. MEMBERSHIP AND VOTING RIGHTS

### 6.1 Membership.

6.1.1 Qualifications. Each owner of a condominium, including declarant, shall be a member of the Association. No owner shall hold more that one membership in the Association even though such owner may own, or own an interest in, more than one condominium. Ownership of a condominium or interest in it shall be the sole qualification for membership in the Association. Each owner shall remain a member of the Association until his ownership or ownership interest in all condominiums in the development cease. Persons or entities who hold and interest in a condominium merely as security for performance of an obligation are not to be regarded as members.

6.1.2 Member's Rights and Duties. Each member shall have the rights, duties, and obligations as set forth in this declaration, the articles, the bylaws and the Association rules and all their amendments.

6.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns and interest in, one or more condominiums shall be appurtenant to each such condominium, and shall not be assigned, transferred, pledged, or hypothecated, conveyed or alienated in any way except on a transfer of title to each such condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transter of title to a condominium or

interest in it shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner.

6.2 Voting:

6.2.1 Number of Votes. The Association shall have two (2) classes of voting membership:

Class A: Class A members are all owners, with the exception of declarant. Each Class A member shall be entitled to one (1) vote for each condominium in which such class member owns an interest. However, when more than one Class A member owns an interest in a condominium, the vote for such condominium shall be exercised as they themselves determine, but in no case shall more than one (1) vote be cast with respect to any one condominium.

Class B: The Class B member shall be the declarant who shall be entitled to three (3) votes for each condominium owned. The Class B membership shall cease forever and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

6.2.1.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

6.2.1.2 On the second anniversary of the original issue of the final subdivision public report for the development by the Commissioner of Real Estate of California.

6.2.2 Vote Requirements. Any provisions in this declaration, articles or bylaws calling for membership approval if action to be taken by the Association, except enforcement of bonded obligation as set out in Section 4.3.2.6 and Amendment as set out in Section 15 of this declaration, shall require the vote or written

assent of 51% of each class of membership during the time that there are two outstanding classes of membership.

6.2.3 Existence of Two Classes. As long as two classes of members of the Association exist, no action by the Association that must have the prior approval of the Association members shall be deemed approved by the members, unless approved by the appropriate percentage of both classes of members except as provided in Section 4.3.2.6 (Enforcement of Bonded Obligations) and Section 15 (Amendment). The vote of the declarant shall be excluded only in a vote for Enforcement of Bonded Obligation (Section 4.3.2.6) and Amendment (Section 15) only if there has been a conversion of Class B to Class A shares and only for so long as the declarant holds or directly controls 25% or more of the voting power of the Association.

6.2.4 Joint Owner Votes. The voting rights for each condominium may not be cast on a fractional basis. If the joint owners of a condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any owner exercises the voting rights of a particular condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other members of the same condominium. If more than one (1) person or entity exercises the voting rights for a particular condominium, their votes shall not be counted and shall be deemed void.

6.2.5 Voting for the Board shall be by secret ballot.

6.2.6 Cumulative Voting. A member shall be entitled to cumulate his or her votes for one or more candidates for the governing body, if the candidate's name has been placed in nomination prior to voting, and if the member has given notice at the meeting prior to the voting of his or her intention to cumulate votes.

If a member complies with the above notice requirement, then in person or by proxy, the member shall be entitled to vote, as many votes as such member is entitled to exercise as provided in this declaration multiplied by the number of directors to be elected or removed, and he may cast all such votes for or against a single candidate or director, or he may distribute them among the number of candidates or directors to be elected or removed, or any two or more of them. The candidates receiving the highest number of votes up to the number of board members to be elected shall be deemed elected. As to removal, unless the entire board is removed by a vote of the Association members, an individual director shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures by a divider equal to one (1) plus the authorized number of Directors.

#### 7. ASSESSMENTS

7.1 Agreement to Pay. The declarant, for each condominium owned by him in the development that is expressly made subject to assessment as set forth in this declaration, covenants and agrees, and each purchaser of a condominium by his acceptance of a deed, covenants and agrees, for each condominium owned, to pay the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this declaration.

7.2 Personal Obligations. Each Assessment or installment together with any late charge, interest, collection costs and reasonable attorney's fees, shall be the personal obligation of the person or entity who was an owner at the time such assessment, or installment, became due and

payable. If more than one person or entity was the owner of a condominium, the personal obligation to pay such assessment, or installment, respecting such condominium shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments, and other such sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner of a condominium may exempt himself from payment of assessments or installments by waiver of the use or enjoyment of or by abandonment of his condominium.

7.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the Association, the improvement, replacement, repair, operation and maintenance of the common area and the performance of the duties of the Association as set forth in this declaration.

7.4 Regular Assessments.

7.4.1. Not less than sixty (60) days before the beginning of each fiscal year of the Association, the board shall prepare or cause to be prepared a pro forma operating statement or budget for the forthcoming fiscal year and shall distribute a copy thereof to each owner and to each mortgagee which has requested in writing that copies be sent to it. Any owner or mortgagee may make written comments to the board with respect to said pro forma operating statement. The pro forma operating statement shall be prepared consistently with the prior fiscal year's operating statement and shall include adequate reserves for contingencies and for maintenance, repairs, and replacement of the common area and recreation area improvements or personal property likely to need maintenance, repair or replacement, which reserves shall be



sufficient to satisfy the requirements of any institutional mortgagee.

7.4.2 Not more than sixty (60) days, nor less than thirty (30) days before the beginning of each fiscal year of the Association, the board shall meet for the purpose of establishing the regular assessment for the forthcoming fiscal year. At such meeting the board shall review the pro forma operating statement or budget, and written comments received and other information available to it, and after making any adjustments that the board deems appropriate, without a vote of the members of the Association, shall establish the regular assessment for the forthcoming fiscal year; provided, however, that the board may not establish a regular assessment for any fiscal year of the Association which is more than twenty percent (20%) of the regular assessment of the prior fiscal year of the Association (except the first such fiscal year of the Association if it should be less than twelve months) without the approval by vote or written consent of members holding fifty-one percent (51%) of the non-declarant voting rights.

7.4.2.1 Unless the Association or its assessment income shall be exempt from Federal and State income taxes, to the extent possible, all reserves shall be accounted for and handled as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board as will prevent such funds from being taxed as income of the Association.

7.5 Special Assessments. If the board determines that the estimated total amount of funds necessary to defray the common expenses of the Association to meet expenses for any reason, including, but not limited to,

unanticipated delinquencies, cost of construction, unexpected repairs or replacements of capital improvements on the common area, the board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the board it shall become a special assessment. The board may, in its discretion, pro rate such special assessment over the remaining months of the fiscal year or levy the assessments immediately against each condominium. Unless exempt from federal or state income taxation, all proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service of the California Franchise Tax Board in order to avoid, if possible, its taxation as income of the Association.

7.5.1 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or written consent of fifty-one percent (51%) of the holders of non-declarant voting rights, except in case of special assessment against an owner as a remedy utilized by the board to reimburse the Association for costs incurred in bringing the member or his condominium into compliance with the provisions of this declaration.

7.6 Uniform Rate of Assessments. Regular and special assessments must be fixed at a uniform rate for all condominiums and regular and special assessments shall be determined by dividing the total amount of assessments by the total number of condominiums then within the development subject to assessments. A special assessment

to raise funds for the rebuilding or major repair of the structural common area housing units of the development shall be levied upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of floor area of all units to be assessed. This provision does not apply where the special assessment against a member is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member into compliance with provisions of this declaration, articles and bylaws.

7.7 Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. However, the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first condominium to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection. The Association shall not change the pro rata interest or obligation of any condominium for purposes of levying assessments unless all owners and all institutional first mortgagees have given their prior written consent.

7.8 Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessments and each special assessment shall be given to any owner of every condominium subject to assessment in which the due dates for the payments of installments shall be specified. The due dates for the

payment of installments normally shall be the first day of each month unless some other due date is established by the Board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment a late charge of fifteen dollars (\$15), together with interest at the rate of seven percent (7%) per annum calculated from the due date to and including the date full payment is received by the Association.

7.9 Estoppel Certificate. The board or manager, on not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing whether or not to the knowledge of the Association, a particular owner is in default as to his condominium under the provisions of this declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such condominium. Any such certificate may be relied on by any prospective purchaser or mortgagee of the condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

#### 8. COLLECTION OF ASSESSMENTS: LIENS

8.1 Right to Enforce. The right to collect and enforce assessments is vested in the board acting by and on behalf of the Association. The Board or its authorized representative, including any manager, can enforce the obligations of the owners to pay assessments provided for in this declaration by commencement and maintenance of a suit at law or in equity, or the board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 8.2 to enforce the lien rights created. Suit to recover a money judgment for

unpaid assessments together with all other amounts described in Section 7.2 shall be maintainable without foreclosing or waiving the lien rights.

8.2 Creation of Lien. If there is a delinquency in the payment of any assessments, or installment of a condominium, as described in Section 7.7, any amounts that are delinquent together with the late charge described in that section, interest at the rate of seven percent (7%) per annum, and all costs that are incurred by the board or its authorized representative in the collection of the amounts, including reasonable attorney's fees, shall be a lien against such condominium on the recordation in the office of the County Recorder of Los Angeles County of a notice of assessment as provided in California Civil Code §1356. The notice of assessment shall not be recorded unless and until the board or its authorized representative has delivered to the delinquent owner or owners of such condominium, not less than fifteen (15) days before the recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been cured within fifteen (15) days after delivery of said notice. The lien shall expire and be void unless, within one (1) year after recordation of the notice of assessment, the board or its authorized representative records a one-year extension of the lien, records a notice of default as provided in this declaration or institutes judicial foreclosure proceedings.

8.3 Notice of Default; Foreclosure. Not more than one (1) year nor less than ten (10) days after the recording of the notice of assessments, the board or its authorized representative can record a notice of default and can cause the condominium to be sold in the same manner as a sale is conducted under California Civil Code §2924, 2924b-2924c, or through judicial foreclosure.

The one (1) year period shall be extended for an additional one (1) year if the Board records an extension of the lien. However, as condition precedent to the holding of any such sale under Section 2924-c, appropriate publication shall be made. In connection with any sale under Section 2924-c, the board is authorized to appoint as attorney, any officer or director, or any title insurance company authorized to do business in California as a trustee for purposes of conducting sale. If a delinquency is cured before sale, or before completing a judicial foreclosure, the board or its authorized representative shall cause to be recorded in the office of the County Recorder of Los Angeles County a certificate setting forth the satisfaction of such claim and release of such lien on payment of actual expensed incurred, including reasonable attorney's fees by and delinquent owner. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the condominium owner shall be required to pay to the Association reasonable rent for the condominium and the Association shall be entitled to appointment of a receiver to collect the rent. On becoming delinquent in the payment of any assessments, or installments, each delinquent owner shall be deemed to have absolutely assigned all rent, issues and profits of his condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may be, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the owners, shall have the power to bid on the condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the condominium.

8.4 Waiver of Exemptions. Each owner, to the extent permitted by law, waives, to the extent created pursuant to this Section 8, the benefit of any homestead or exemption laws of California in effect at the time of assessment,

or installation becomes delinquent or any lien is imposed.

9. INSURANCE

9.1 The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any manager, the declarant and the owners and occupants of condominiums, and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than one million dollars covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired vehicles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

9.2 Fire Extended Coverage Insurance. The Association shall obtain and maintain a master or blanket policy of fire insurance for the full insurance value of all the improvements within the development and shall include an inflation guard endorsement. The form content, and terms of the policy and its endorsements and the issuing company must be satisfactory to all institutional first mortgagees. If more than one institutional first mortgagee has a loan on record against a condominium in the development, the policy and endorsements shall meet the maximum standards of the various first mortgagees represented in the development. The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or their equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in the case of partial destruction and a decision not

to rebuild. The policy shall name as insured the Association, the owners and the declarant, as long as declarant is the owner of any condominiums, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described in Section 9.4.

9.3 Individual Fire Insurance Limited. Except as provided in this Section, no owner can separately insure his unit or any part of it against fire or other casualty covered by any insurance carrier under Section 9.2. If any owner violates this provision, any diminution to insurance proceeds otherwise available payable pursuant to the provisions of Section 9.2 that result from the existence of such other insurance will be chargeable to the owner who acquired other insurance, and the owner will be liable to the Association to the extent of any diminution. An owner can insure his personal property against loss. In addition, any improvements made by an owner within his unit may be separately insured by the owner, but the insurance it to be limited to the type and nature of coverage commonly known as "tenants improvements". All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other owners, the Association and declarant and institutional first mortgagee of such condominium.

9.4 Trustee. All insurance proceeds payable under Section 9.2 and 9.3, subject to the rights of the mortgagees under Section 9.8, may be paid by a trustee, to be held and expended for the benefit of the owners, mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank in Los Angeles County, that agrees in writing to accept and trust. If repair and reconstruction is authorized, the Board shall have the duty to contract for such work as provided in this declaration.

9.5 Other Insurance. The board may and, if required by any institutional first mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in



case of total or partial destruction and decision not to rebuild, and a blanket policy of flood insurance. The Board may also purchase and maintain worker's compensation insurance, to the extent that is required by law, for all employees or uninsured contractors of the development. The Board also shall purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves and contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any institutional mortgagee. The Board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance that it deems necessary or that is required by any institutional first mortgagee.

9.6 Owner's Insurance. An owner may carry whatever personal liability and property damage liability insurance with respect to his condominium that he desires. However, any such policy shall include a waiver or subrogation clause acceptable to the Board and to any institutional first mortgagee.

9.7 Adjustment of Losses. The board is appointed attorney-in-fact by each owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 9.1, 9.2 and 9.5. The board is granted full right and authority to compromise and settle and claim by legal action or otherwise and to execute releases in favor of any insured.

9.8 Distribution to Mortgagees. Any mortgagee has the option to apply insurance proceeds payable on account of a condominium, in reduction of the obligation secured by the mortgage of such mortgagee.

## 10. DESTRUCTION OF IMPROVEMENTS

10.1 Destruction: Proceeds Exceed Eight-Five Percent (85%) of Reconstructed Costs. If there is a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Section 9 are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the

date of destruction, members then holding at least seventy-five percent (75%) of the total voting powers or each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the board shall be required to execute, acknowledge and record in the office of the Los Angeles County Recorder, not later than one hundred-twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

10.2 Destruction; Proceeds Less Than Eighty-Five Percent (85%) of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction is to take place. The Board shall be required to execute, acknowledge and record in the office of the Los Angeles County Recorder, not later than one hundred-twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

10.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to paragraphs 10.1 or 10.2, each owner shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration of the structure containing his unit, over and above the available insurance proceeds. The proportionate share shall be levied upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of the floor area of all units to be assessed. If any owner fails or refuses to pay his proportionate share, the board may levy a special assessment against the condominium of such owner which may be enforced under the lien provisions contained in Section 8 or in any other manner provided in this declaration. If any owner disputes the amount of his proportionate liability under this section, such owner may contest the

amount of his liability by submitting to the board within ten (10) days after notice to the owner of his share of the liability written objections supported by cost estimates or other information that the owner deems to be material and may request a hearing before the board at which he may be represented by counsel. Following such hearing, the board shall give written notice of its decision to all owners, including any recommendation that adjustments be made with respect to the liability of any owners. If such adjustments are recommended, the notice shall schedule a meeting of members for the purpose of acting on the board's recommendation, including making further adjustments, if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of each class of members. If no adjustments are recommended by the board, the decision of the board shall be final and binding on all owners, including any owner filing objections.

10.4 Rebuilding Contract. If the members determine to rebuild, the board or its authorized representative shall obtain bids from at least two (2) reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the agreement. It shall be the obligation of the board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

10.5 Rebuilding Not Authorized. If the members determine not to rebuild, then, subject to the rights of mortgagees under Section 9.8, any insurance proceeds then available for such rebuilding shall be distributed by the Association among owners of units and their respective mortgagees proportionately according to the respective fair market values of the units at the time of the destruction as determined by an independent appraisal. The

board shall have the duty, within one hundred and twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of Los Angeles County, a certificate declaring the intention of the members not to rebuild.

10.6 Minor Repair and Reconstruction. The board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated costs of repair and reconstruction does not exceed twenty thousand dollars (\$20,000). The board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessments to be levied as described in Section 10.3 but without the consent or approval of members despite any contrary provisions in this declaration.

10.7 Revival of Right to Partition. On recordation of a certificate described in Section 10.5, the right of any owner to partition through legal action as described in Section 12 shall revive immediately.

## 11. CONDEMNATION

11.1 Sale by Unanimous Consent. If any action for condemnation of all or a portion of the development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all owners and after written notice to all mortgagee, the development, or a portion of it may be sold by the board acting as irrevocable attorney-in-fact of all of the owners for a price deemed fair and equitable by the board but in no event less than the aggregate unpaid balance of all mortgagees encumbering condominiums in the development.

11.2 Distribution of Proceeds of Sale. On a sale occurring under Section 11.1, the proceeds shall be distributed by the Association among owners of units and their respective mortgagees proportionately according to the respective fair market value of the units at the time of the destruction as determined by an independent appraisal.

11.3 Distribution of Condemnation Award. If the developer, or a portion of it, is not sold but is instead taken, a condemnation award affecting all or part of the structural common area of the development which is one apportioned among the owners by court judgment or by agreement between the condemning authority and each of the affected owners in the development, shall be distributed among the affected owners and their respective mortgagees according to the relative values of the units affected by the condemnation as determined by independent appraisal.

11.4 Revival of Rights of Partition. On sale or on taking that renders more than fifty percent (50%) of the units of the development uninhabitable, the right of any owner to partition through legal action shall revive immediately.

12. PARTITION.

12.1 Suspension. The right of partition is suspended pursuant to California Civil Code Section 1354 as to the development. Partition of the development can be had on a showing that the conditions for partition as stated in Section 10.7 or in Section 11.4 have been met. Nothing in this declaration shall prevent partition or division of interest between joint or common owners of one (1) condominium.

12.2 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed by the Association among the owners of units and their respective mortgagees proportionately according to the respective fair market values of the units at the time of the destruction as determined by an independent appraisal.

12.3 Power of Attorney. Pursuant to California Civil Code Section 1355 (b) (9), each owner grants the Association an irrevocable power of attorney to sell the development for the benefit of the owners when partition can be had. Exercise of the power is subject to the approval of members and their institutional first mortgagees.

13. NON SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM.

13.1 Prohibition Against Severability. An owner shall not be entitled to sever his unit in any connection from his membership in the Association, and shall not be entitled to sever his unit and his membership from his undivided interest in the common area specified in Exhibit B for any purpose. None of the component interests can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void. Similarly, no owner can sever any exclusive easement appurtenant to his unit over the common area from his condominium, and any attempt to do

so shall be void. The suspension of this right of severability will not extend beyond the period set forth in Section 11 respecting the suspension of partition. It is intended hereby to restrict severability pursuant to California Civil Code §1355 (g).

13.2 Conveyance. After the initial sales of the condominiums, any conveyance of a unit, or of the component interest in the common area, by the owner of any condominiums, shall be presumed to convey the entire condominium. However, nothing contained in this Section shall preclude the owner of any condominium from creating a co-tenancy or joint tenancy in the ownership of the condominium with any other person or persons.

14. TERM OF DECLARATION.

This declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this declaration is executed. After that time this declaration and all covenants, conditions, restrictions and other provisions shall be extended for successive ten (10) year periods in full force and effect unless terminated by an instrument executed by owners of not less than three-fourths (3/4) of the condominiums in the development and recorded in the office of the Los Angeles County Recorder.

15. PROTECTION OF MORTGAGEES.

15.1 Mortgage Permitted. Any owner may encumber his condominium with a mortgage.

15.2 Subordination. Any lien created or claimed under the provisions of this declaration is expressly made subject and subordinate to the rights of any first mortgage that encumbers all or a portion of the development, or any condominium, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such first mortgage unless the mortgagee expressly subordinates his interest in writing, to such lien.

15.3 Amendment. The prior written consent of seventy five percent (75%) of the holders of all first mortgagee (based upon one vote for each mortgagee held) shall be required to any

material amendment to this declaration, to the articles and the bylaws. As used in this Section 15.3, the terms "any material amendment" is defined to mean amendments to provisions of this declaration, to the articles or to the bylaws governing the following subjects:

15.3.1 The purpose for which the development may be used;

15.3.2 Voting;

15.3.3 Assessments, collection of assessments, creation and subordinate of assessment liens;

15.3.4 Reserves for repair and replacement of common area improvements;

15.3.5 Maintenance of common area, and improvements thereon;

15.3.6 Rebuilding and reconstruction of common area and improvements thereon, in the event of damage or destruction;

15.3.7 Rights of use to and in the common area; and

15.3.8 Any provision, which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights in first mortgagees.

15.4 Restrictions on Certain Changes. Unless seventy five percent (75%) of the first mortgagees of condominiums have given their prior written approval, neither the Association nor the owners shall be entitled:

15.4.1 By act or omission to seek to abandon or terminate the condominium project except for abandonment provided by statute in case of substantial loss to the units and common area;

15.4.2 To change the method of determining the obligations, dues or other charges which may be levied against an owner, or to change the pro rate interest or obligations of any condominium for purposes of levying assessments or charges allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share on ownership of each owner in the common area;



15.4.3 To partition or subdivide any unit;

15.4.4 By act or omission to seek or abandon, partition, subdivide, encumber, sell or transfer the common area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the owners shall not be deemed a transfer within the meaning of this clause.

15.4.5 To use hazard insurance proceeds for losses of units or common area in the development for other than the repair, replacement or reconstruction of improvements, except as provided by statute in case of substantial loss to the units or common area of the development.

15.4.6 By act or omission to change, waive or abandon the provisions of this declaration, or the enforcement thereof, pertaining to architectural design or control of the exterior appearance of structures in the developments, the maintenance of the common area, walks or fences and driveways, or the upkeep of lawns and plantings in the development.

15.5 Right to Examine Books and Records. First mortgagees can examine the books and records of the Association of the condominium project and can require the submission of financial data concerning the Association of the condominium project, including annual audit reports and operating statements as furnished by the owners.

15.6 Distribution of Insurance and Condemnation Proceeds. No unit owner, or any other party, shall have priority over any right of institutional first mortgagees of condominium pursuant to their mortgages in case of a distribution to owners of insurance proceeds or condemnation awards for losses to or taking of units in common areas. Any provision to the contrary in this declaration or in the bylaws or other documents relating to the condominium development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the effected institutional first mortgagee naming the mortgagees, as their interest may appear.

15.7 Amenities. All amenities (such as parking, recreation, and service area, and common area) shall be available for use by owners and all such amenities with respect to which regular or special assessments for maintenance of other uses may be levied shall constitute common area. All such amenities shall be owned in fee by the owners in undivided interests free of encumbrances except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the Association.

15.8 Notices to Mortgagees of Record. If a loss to any unit covered by a mortgage, exceeds One Thousand Dollars (\$1000) or any loss to the common area exceeds Ten Thousand Dollars (\$10,000), or there is any taking of the common area, notice in writing of such loss or taking shall be given to each mortgagee of record. If any owner of a unit is in default under any provisions of these covenants, conditions and restrictions, or under any provision of the by-laws or the rules and regulations adopted by the Association, which default is not cured within thirty (30) days after written notice to such owner, the Association shall give to the mortgagee of record of such owner written notice of such default and of the fact that said thirty (30) day period has expired.

15.9 Payments by Mortgagees. Mortgagees of condominiums may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the common area or recreational area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for common area or recreation area improvements or other insured property of the Association and, upon making such payments, such mortgagees shall be owed immediate reimbursement therefor from the Association. These provisions shall constitute an agreement by the Association for the express benefit of all mortgagees and upon request of any mortgagee the Association shall execute and deliver to such mortgagee a separate written agreement embodying the provisions of this Section 15.9.

15.10 Effect of Breach. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any mortgage in good faith for value, but all covenants, conditions and restrictions shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

15.11 Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this declaration for assessments, or installments of assessments shall not operate or impair the lien of the mortgage. On foreclosure of the mortgage, the lien of assessments or installments, that has occurred up to the time of foreclosure shall be subordinate to the lien of the mortgage with the foreclosure-purchaser taking title to the condominium free of the foreclosure sale. On taking title to the condominium the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the condominium. The subsequent levied assessments or other charges may include previously unpaid assessments provided by all owners, including the foreclosure-purchaser, and his successors and assigns, are required to pay their proportionate share as provided in this Section.

15.12 No-Curable Breach. Any mortgagee who acquires title to a condominium by foreclosure or by deed in lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this declaration that is non-curable or of a type that is not practical or feasible to cure.

15.13 Loan to Facilitate. Any mortgage given to secure a loan to facilitate the resale of a condominium after acquisition by foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all rights and protections of Section 15.

15.14 Appearance at Meetings. Because of its financial interest in the development, any mortgagee may appear but cannot vote except at meetings of the members of the Board. The mortgagee may draw attention to violation of this declaration that have not been corrected or made the subject of remedial proceedings or assessments.

15.15 Right to Furnish Information. Any mortgagee can furnish information to the board concerning the status of any mortgagee.

15.16 Inapplicability of Right of First Refusal to Mortgage. No right of first refusal or similar restriction on the right of any owner to sell, transfer or otherwise convey the owner's condominium shall be granted to the Association without the consent of any mortgagee of the condominium. Any right of first refusal or option to purchase a unit that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such unit, whether voluntary or involuntary, to a mortgagee which acquires title to or ownership of the unit pursuant to the remedies provided in its mortgage or by reason of foreclosure of the mortgage or or deed (or assessment) in lieu of foreclosure.

15.17 Contracts with Declarant. Any agreement between the Association and declarant pursuant to which the declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days written notice and shall have a maximum contract term of one (1) year; provided that the Board can renew any such contract on a year to year basis.

## 16. AMENDMENT

16.1 Amendment Before Close of First Sale. Before the close of the first sale in the development to a purchaser other than declarant, this declaration and any amendments to it may be amended in any respect or revoked by the execution by declarant and any mortgagee of record of an instrument amending or revoking the declaration.

The amending or revoking instrument shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the Los Angeles County Recorder.

16.2 Amendment After Close of First Sale. After the close of first sale of a condominium in the development to a purchaser other than declarant, this declaration may be amended or revoked in any respect by the vote or written consent of the holder of not less than seventy-five percent (75%) of the voting rights of each class of members. However, if any provision of this declaration requires a greater or lesser percentage of the voting rights of any class of members in order to take affirmative or negative action under such provision, the same percentage of such classes shall be required to amend or revoke such provision. Also, if the consent or approval or any governmental authority, mortgagee or other person, firm, agency or entity is required under this declaration with respect to any amendment or revocation of any provision of this declaration, no such declaration, amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the secretary or other duly authorized officer of the Association and shall make appropriate reference to this declaration and its amendments and shall be acknowledged and recorded in the office of the Los Angeles County Recorder.

16.3 Conflict with Section 15 or Other Provisions of this Declaration. To the extent any provisions of this Section 16 conflict with provisions of Section 15 or any other provisions of this declaration, except those contained in paragraph 16.4, the provisions of Section 15 or the other provisions shall control.

16.4 Business and Professions Code Section 11018.7. All amendments or revocations of this declaration shall comply with the provisions of California Business and Professions Code §11018.7 to the extent said Section is applicable.

16.5 Reliance on Amendments. Any amendments made in accordance with the terms of this declaration shall be presumed valid by anyone relying on them in good faith.

16.6 Amendments of Conform with Mortgage Requirements. It is the intent of the declarant that this declaration and the articles and bylaws of the Association, and the development in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any mortgage of a condominium in the development by the Federal Home Loan Mortgage Corporation, the Federal National Housing Administration and the Veteran's Administration. On furtherance of that intent, declarants expressly reserve the right and shall be entitled by unilateral amendment of the declaration so long as a declarant owns more than twenty-five percent (25%) of the condominiums in the developments to amend this declaration in order to incorporate provisions or to enter into any agreement on behalf of and in the name of the Associations that are, in the opinion of any of the cited entities or governmental agencies, required to conform the declaration, the articles, the bylaws or the development to the requirements of any of the entities or governmental agencies, including without limitation, the execution on behalf of and in the name of the Association of a regulatory agreement between the Association and the Federal Housing Commissioner any any other agreement sufficient to satisfy the requirements for mortgage purchase, guarantee or insurance by any of said entities or agencies. Declarant is hereby granted an irrevocable power of attorney to execute any such amendment or agreement by and in the name of the Association.

Any such provision shall first be approved by the California Department of Real Estate in connection with its issuance of a final subdivision public report or amendment to it with respect to the development. Each owner of a condominium and each mortgagee of a condominium consents to the incorporation in this declaration of any such provisions and to the execution of any amendment or regulatory agreement and agrees to be bound by any such provisions as if they were incorporated in this declaration. The board and each owner shall take any action or shall adopt any resolutions required by declarant of the development to the requirements of any of the said entities or agencies.

## 17. GENERAL PROVISIONS

17.1 Headings. The headings used in this declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this declaration.

17.2 Severability. The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not invalidate any other provisions.

17.3 Cumulative Remedies. Each remedy provided for in this declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this declaration shall not, under any circumstances, be construed as a waiver thereof.

17.4 Violations as Nuisance. Every act or omission in violation of the provisions in this declaration shall constitute a nuisance and, in addition to all other remedies set forth, may be abated or enjoined by any owner, any member of the board, the manager, or the Association.

17.5 Access to Books. Any owner may, at any reasonable time and upon reasonable notice to the Board or manager at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

17.6 No Racial Restrictions. No owner shall execute or cause to be of record any instrument which imposes a restriction upon the sale, leasing or occupancy of his condominium on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry.

17.7 Liberal Construction. The provisions of this declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

17.8 Notification of Sale of a Condominium. Concurrently with consumation of the sale of any condominium under circumstance whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the board in writing of such sale. Such notification shall set forth the name of the transferee and his mortgagee and transferor, the street or common address of the condominium purchased

by the transferee, the transferee's and the mortgagee's mailing, address, and the date of the sale. Prior to the receipt of such notification, any and all communications required or permitted to be given to the Association, the board or the manager shall be deemed to be duly made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification of the board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of a unit over the age of twelve years.

17.9 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine and neuter shall include the masculine, feminine or neuter, as the context requires.

17.10 Easements Reserved and Granted. Any easements referred to in this declaration shall be deemed reserved and granted, or both reserved and granted, by reference to this declaration in a deed to any condominium.

17.11 Exhibits. All exhibits referred to are attached to this declaration and incorporated by reference.

17.12 Binding Effect. This declaration shall insure to the benefit of and be binding on the successors and assigns of the declarant, and their heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

17.13 Unsegregated Real Estate Taxes. Until such time as real property taxes have been segregated by the Los Angeles County Assessor, they shall be paid by the respective owners of condominiums. The proportionate share of the taxes for a particular condominium shall be determined by dividing the initial sales price of the condominium by the total initial sale prices and offered initial sales prices of all condominiums within the development (the term "offered initial sales prices" means the price at which an unsold condominium is then being offered for sale by declarant). If, and to the extent, that taxes are not paid by

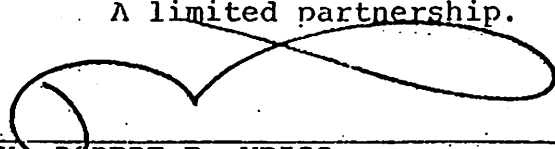


any owner of a condominium and are allowed to become delinquent,  
they shall be collected from the delinquent owner by the Association.

Declarant has executed this instrument as of September 30<sup>TH</sup>.  
1981.

Las Casas Angeles,

A limited partnership.



---

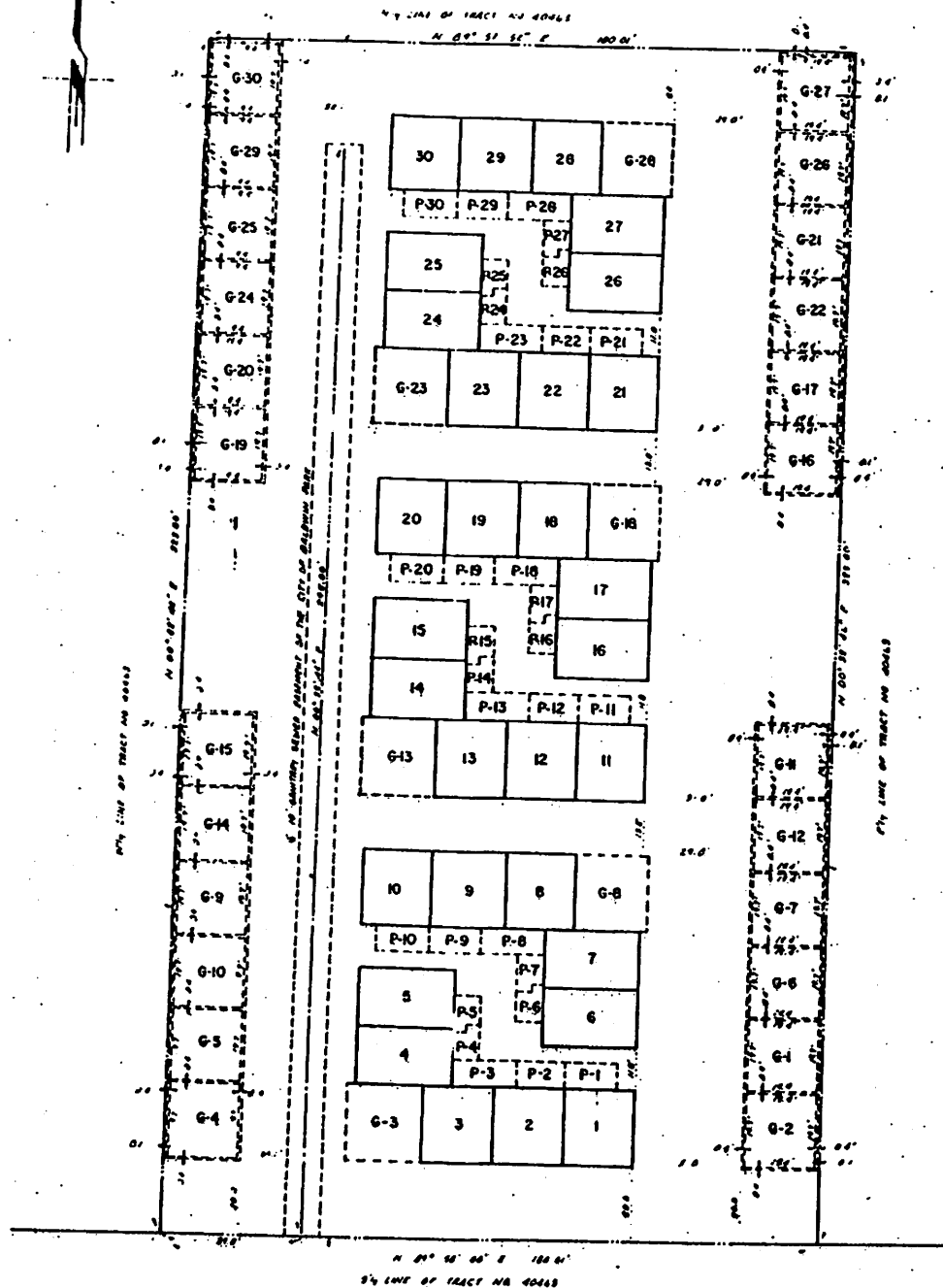
BY: ROBERT E. WEISS  
A General Partner



# CONDOMINIUM PLAN

FOR LOT 1 OF TRACT 40403  
IN THE CITY OF BALDWIN PARK  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BUILDING LOCATION PLAN  
FIRST FLOOR AND GARAGE PLAN



4 20° 10' 00" E 100 41

3 1/4 LANE OF TRACT NA 40468

4' 104 ANGLES STREET

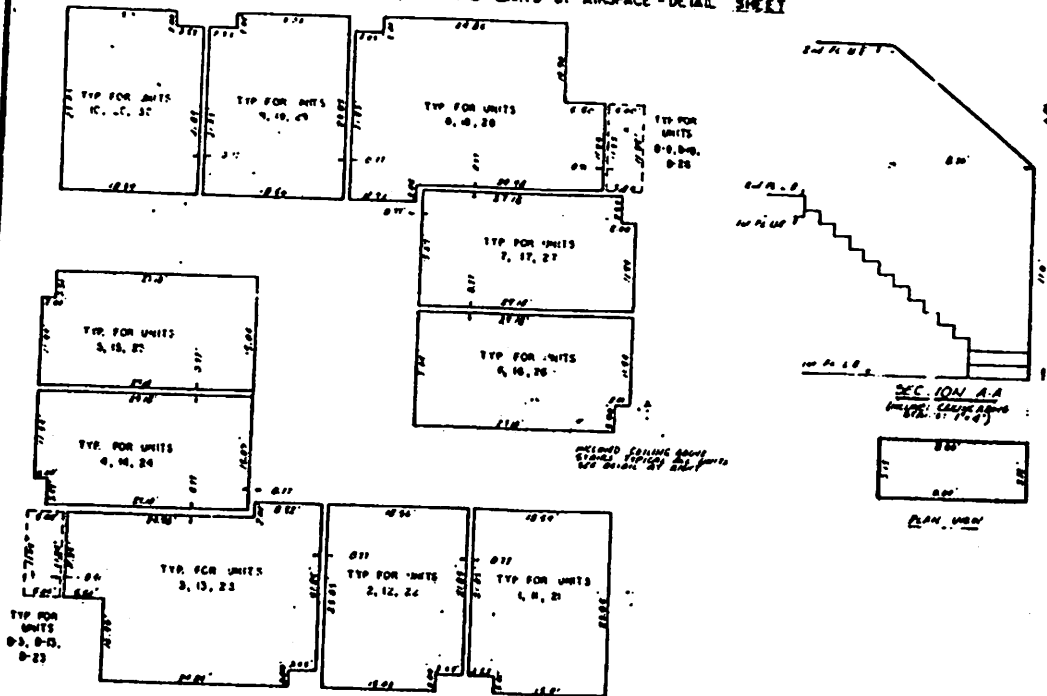
SCALE 1" =

# CONDOMINIUM PLAN

SHEET 4 OF 4 SHEETS

FOR LOT 1 OF TRACT 40483  
IN THE CITY OF BALDWIN PARK  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

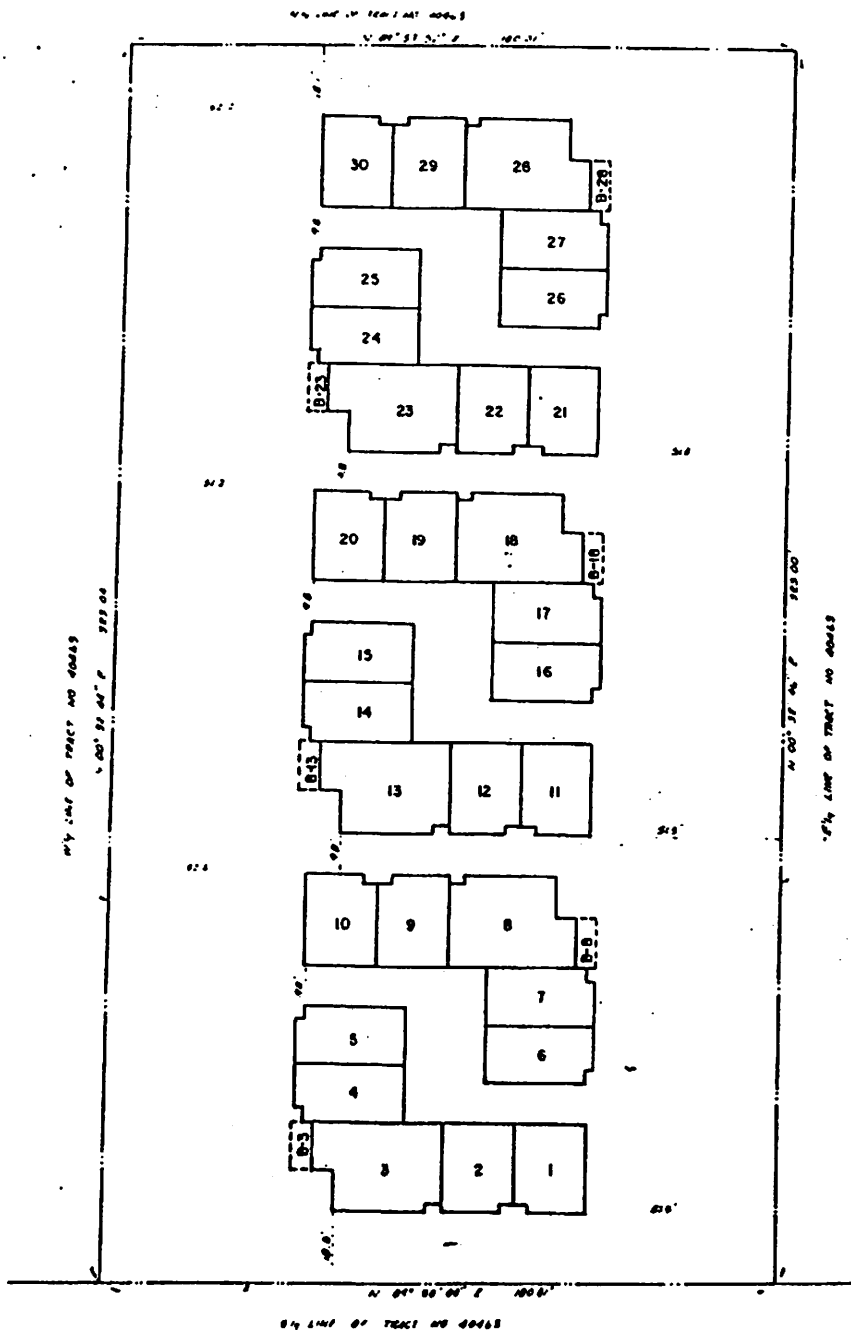
## HORIZONTAL LIMITS OF AIRSPACE - DETAIL SHEET



# CONDOMINIUM PLAN

FOR LOT 1 OF TRACT 40463  
IN THE CITY OF BALDWIN PARK  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

## BUILDING LOCATION PLAN SECOND FLOOR



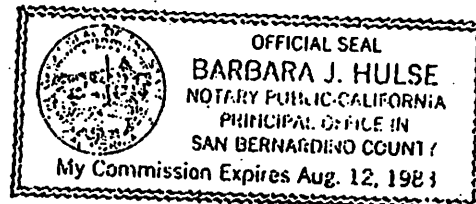
LOS ANGELES DISTRICT

State of California )  
 )  
 ) ss.  
County of Los Angeles)

On September 30 1981, before me, the undersigned, a NOTARY PUBLIC in and for the State of California, personally appeared ROBERT F. WEISS, known to me to be one of the partners of the partnership that executed the within written instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal:

Barbara J. Hulse  
NOTARY PUBLIC in and for the State  
of California



4

SUBORDINATION OF DEED OF TRUST TO CONDOMINIUM  
DECLARATION OF RESTRICTIONS FOR TRACT NO. 40463

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, the owner and holder of the beneficial interest under that certain Deed of Trust dated June 19, 1981, and recorded June 30, 1981, as Instrument No. 81-648637, Official Records, Los Angeles County, California, hereby subordinates the priority and superiority of the charge of said Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions executed by Las Casas Angeles, a Limited Partnership, dated September 30, 1981.

Said Declaration of Covenants, Conditions and Restrictions shall constitute a charge on said land prior and superior to the charge of said Deed of Trust described above.

FIRST INTERSTATE BANK OF CALIFORNIA,  
a California corporation

By: Shirley M. Weiskopf  
Shirley M. Weiskopf, Vice President

TO 1945 CA (8-74)

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} SS.

On January 26, 1982 before me, the undersigned, a Notary Public in and for said

State, personally appeared Shirley M. Weiskopf

known to me to be the Vice President, and

~~known to me to be~~ Secretary

of the corporation that executed the within instrument, known to me to be the persons who 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Marilyn J. Manley



(This area for official notarial seal)

WE HEREBY CERTIFY THAT WE ARE THE OWNERS, RECORD HOLDERS OF SECURITY INTEREST THEREIN, AND ARE INTERESTED IN THE LAND MENTIONED WITHIN THE PROJECT SHOWN ON THIS PLAN, AND THAT WE HEREBY CONSENT TO THE DEEDIFICATION OF THIS PLAN PURSUANT TO THE PROVISIONS OF CHAPTER 1, TITLE 9, PART 4, DIVISION SECOND OF THE CIVIL

I HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, THAT THE PLAN CONSISTING OF 4 SHEETS CORRECTLY REPRESENTS THE PROJECT BOUNDARIES AND THE BOUNDARIES OF THE 19TH BAYVIEW NEIGHBHOOD WHICH WERE TAKEN FROM THE BUILDING PLANS OF THE CONDOMINIUM PROJECT

Samuel J. Stone  
SARVES, L. QUON      QCA STON

**PAGE 09 OF 0542109**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 89° 30' 00" EAST OF THE CENTERLINE OF LOS ANGELES STREET AS SHOWN ON TRACT NO. 6424, U.S. CO., PAGE 23

**ISSN 0484-4344**

CITY OF BALDWIN PARK, B.M. NO. 129, BOOK F, PG. 24; THE P.E. MAP IN S.E. CORNER SET. AT LOS ANGELES STREET AND GREYCE AVE. [1960]

015 - 2410

## NOTES AND OPINIONS.

2. THIS TRACT IS A CONDOMINIUM PROJECT WHEREBY THE OWNERS OF THE UNITS WILL ALSO HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL IN TURN PROVIDE ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

THE COMMON AREAS IS ALL OF THE LAND AND REAL PROPERTY INCLUDED WITHIN THE BOUNDARY LINES OF THIS PROJECT AS SHOWN ABOVE, EXCEPT UNITS 1 THROUGH 30, INCLUDING, AS SHOWN AND DEFINED HEREIN.

3. THE UNITS OF THIS PROJECT ARE NUMBERED 1 THROUGH 20 INCLUSIVE. A UNIT CONSISTS OF ALL THOSE ELEMENTS BEARING AN IDENTICAL NUMBER DESIGNATION. THE NUMBER DESIGNATION OF AN ELEMENT COINCIDES WITH THE NUMBER OF THAT UNIT OF WHICH IT IS A PART UNLESSWER REFERENCE IS MADE TO ANY OF UNITS 1 THROUGH 20 INCLUSIVE. IT SHALL BE CONTINUED THAT REFERENCE IS MADE TO THE UNIT AS A WHOLE AND EACH OF ITS COMPONENT ELEMENTS.

4. THOSE AREAS SHOWN ON THIS PLAN BEARING THE LETTER DESIGNATION "A" OR "B" ARE A COMBINATION UNIT CONSISTING OF OUTLAND AREAS. THE BOUNDARIES THEREOF BEING THE INTERIOR SURFACES OF PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS.

3. THOSE PORTIONS OF THE COMMON AREA DESCRIBED AS PATIOS, GARAGES AND BALCONIES ARE HEREBY SET ASIDE AND ALLOCATED FOR THE EXCLUSIVE USE OF THE RESPECTIVE UNITS AS SHOWN ON THE CONDOMINIUM PLAN; SUCH AREAS ARE DESIGNATED BY LETTERS "P" (PATIO), "G" (GARAGE), AND "B" (BALCONY); PROVIDED BY A NUMBER CORRESPONDING WITH THE RESPECTIVE UNIT, SUCH PORTIONS OF THE COMMON AREAS SHALL BE EXCLUSIVE ELEMENTS APPURTENANT TO THE RESPECTIVE UNIT.

6. THE BOUNDARY LINES OF ALL UNITS AND EXCLUSIVE ELEMENTS INTERSECT AT RIGHT ANGLES UNLESS OTHERWISE INDICATED

7. THE BOUNDARIES OF THE UNITS AND AIR SPACES SET FORTH HEREINAFTER ARE MEASURED TO THE INTERIOR SURFACE OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF, WHERE THEY LIE, OR TO VERTICAL AND HORIZONTAL PLANES AT THE LIMITS OF THE BUILDINGS, SHOWN, EXCEPT AS NOTED IN NOTE B BELOW.

6. THE VERTICAL LIMITS OF THE ELEMENTS SHOWN HEREON ARE HORIZONTAL PLANES DERIVED BY THE ELEVATIONS SHOWN ON THE RESPECTIVE PORTIONS THEREOF AS LOWER ELEVATIONS (L.E.) AND UPPER ELEVATIONS (U.E.), UNLESS OTHERWISE SHOWN AS INCLINED PLANES AT THE LIMITS OF THE HORIZONTAL AND VERTICAL DIMENSIONS AND LOWER ELEVATIONS, ALL SHOWN HEREON.

2. THE FOLLOWING ARE NOT A PART OF THE UNIT: BEARING WALLS, FLOORS, COLUMNS, ROOFS, BALCONY RAILS, SLABS, FOUNDATIONS, PIPES, DUCTS, PLUMB, CHUTES, CONDUITS, WIRES AND OTHER UTILITIES WHEREVER LOCATED EXCEPT OUTLETS THEREOF WITHIN THE UNIT.

10 THE DIAGRAMMATIC FLOOR PLANS CONTAINED HEREIN INTENTIONALLY OMIT THE INFORMATION WITH  
RESPECT TO THE INTERNAL PARTITIONING WITHIN THE UNITS LIKEWISE, SUCH DETAILS AS THE PROTRUSION  
OF VENTS, DUCTS, BEAMS, COLUMNS, WINDOWS, WINDOW CASINGS, AND OTHER SUCH FEATURES, AND THE  
AIRSPACE ENCOMPASSED BY THE UNITS AS SHOWN, ARE NOT INTENDED TO BE REFLECTED IN THIS PLAN.

4. THE BOUNDARY LINES OF ALL ELEMENTS INTERSECT AT RIGHT ANGLES UNLESS OTHERWISE INDICATED.

12 ALL LINES FROM LOT LINES ARE TO EXTERIOR BOUNDARIES OF BUILDINGS UNLESS OTHERWISE INDICATED

13 THE WALL THICKNESS BETWEEN ALL ELEMENTS IS 0.40 FEET UNLESS OTHERWISE INDICATED.

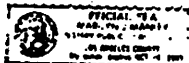
STATE OF CALIFORNIA                   1  
COUNTY OF LOS ANGELES           1 56

ON THIS 2ND DAY OF DECEMBER 1961, BEFORE ME LEONARD J. PUGH,  
a NOTARY PUBLIC IN AND FOR THE STATE, PERSONALLY APPEARED GARY L. GRANTHA,  
BARRY L. HANDELMAN AND ROBERT E. WEISS KNOWN TO ME TO BE THE PARTNERS OF THE  
LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME  
THAT SUCH LIMITED PARTNERSHIP EXECUTED THE SAME.

*Isaiah J. Maguire*  
NOTARY PUBLIC

STATE OF CALIFORNIA           1  
COUNTY OF LOS ANGELES       1

ON THIS 24<sup>th</sup> DAY OF JANUARY, 1968, BEFORE ME, MAURICE J. MAHLEY,  
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SIMON L. ALVAREZ  
WHO TO ME TO BE THE VICE PRESIDENT AND LEONARD R. BARNES  
WHO TO ME TO BE THE SECRETARY OF FIRST INTERSTATE BANK  
OF CALIFORNIA, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWS TO  
BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION  
AND ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTES THE SAID AS  
DEEDS/AS.



*Marilyn J. Marley*  
FOIA b 7 - D

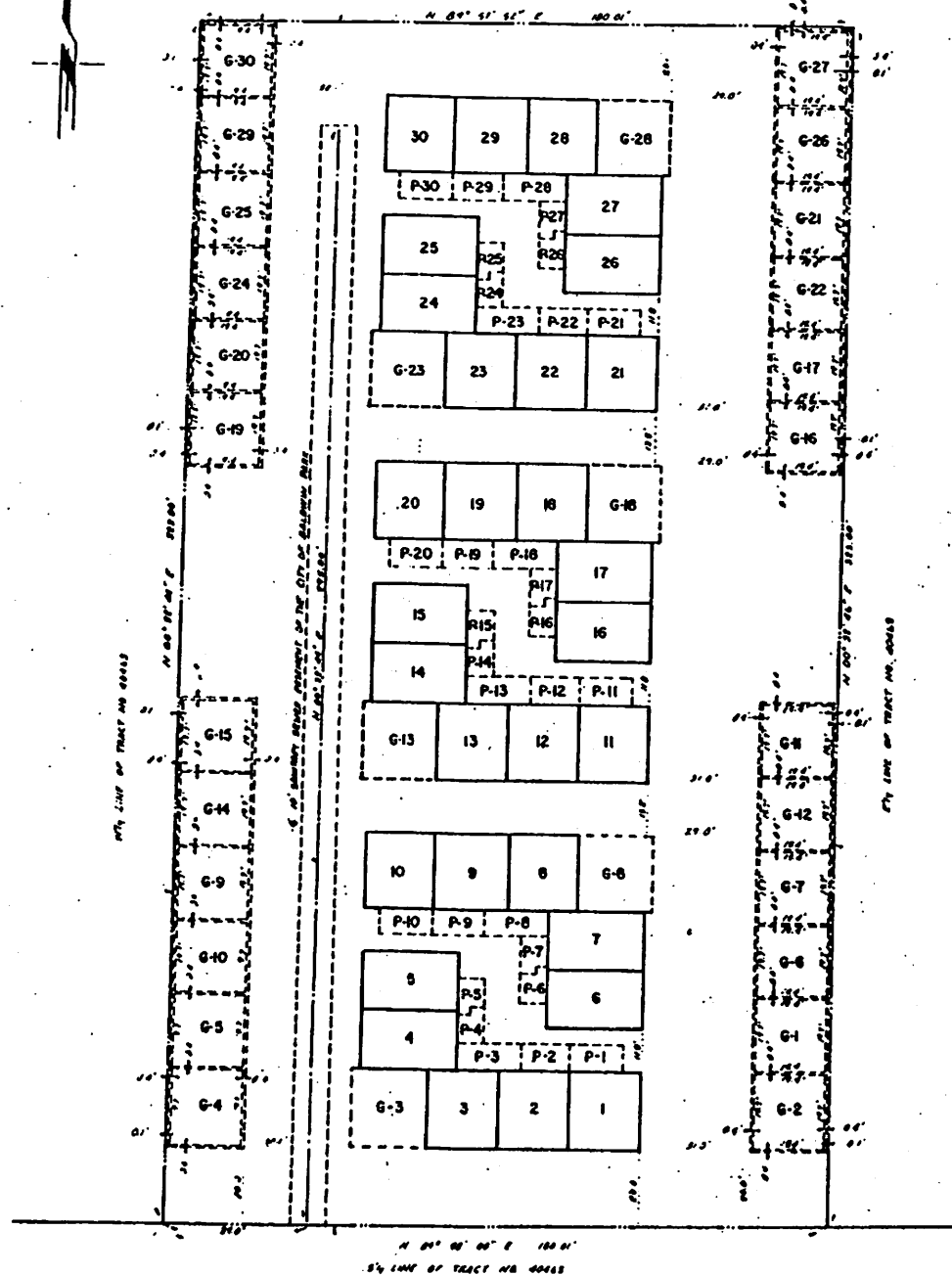


## CONDOMINIUM PLAN

FOR LOT 1 OF TRACT 40403  
IN THE CITY OF BALDWIN PARK  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

**BUILDING LOCATION PLAN  
FIRST FLOOR AND GARAGE PLAN**

4 7 JAN 68 12451 20 4541



6' LOS ANGELES STREET



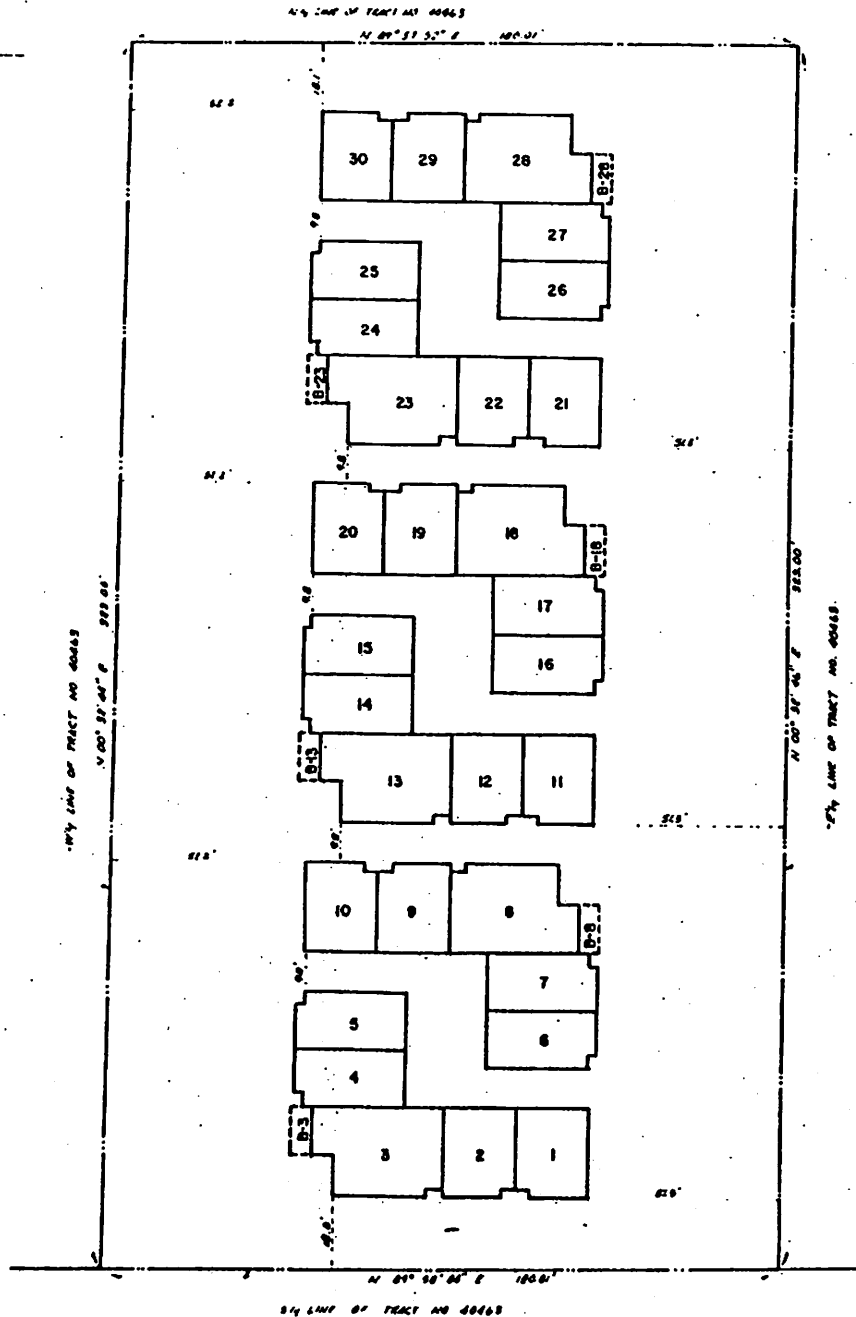
SCALE: 1" = 20'

SHEET 3 OF 4 SHEETS

# CONDOMINIUM PLAN

FOR LOT 1 OF TRACT 40463  
IN THE CITY OF BALDWIN PARK  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

## BUILDING LOCATION PLAN SECOND FLOOR



LOS ANGELES STREET

909946-466