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MARK H. O'BRIEN
ATTORNEY AT LAW
P.O. BOX 6577
ALHAMBRA, CA 91802

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
FOR TRACT NO. 50827

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

	PAGE NO.
RECITALS - - - - -	1
DECLARATION - - - - -	1
1. DEFINITIONS	
1.1 Articles - - - - -	1
1.2 Association - - - - -	1
1.3 Board - - - - -	1
1.4 Bylaws - - - - -	2
1.5 Common Area - - - - -	2
1.6 Condominium - - - - -	2
1.7 Condominium Plan - - - - -	2
1.8 Declarant - - - - -	2
1.9 Member - - - - -	2
1.10 Mortgage - - - - -	2
1.11 Owner - - - - -	2
1.12 Unit - - - - -	2
1.13 Development - - - - -	3
2. DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS	
2.1 Ownership of Condominium; Easements - - - - -	3
2.2 Owners' Non-Exclusive Easements of Enjoyment, etc. 3	
2.2.1 Right of Association to Limit Number of Guests - - - - -	3
2.2.2 Right of Association to Borrow Money -	3
2.2.3 Right of Declarant to Enter on Development	3
2.2.4 Right of Association to Enter Any Unit	4
2.3 Delegation of Use; Tenants - - - - -	4
2.4 Minor Encroachments - - - - -	4
2.5 Easements Granted by Association - - - - -	4
3. USE RESTRICTIONS	
3.1 Residential Use - - - - -	4
3.2 Commercial Use - - - - -	5
3.3 Maintenance - - - - -	5
3.4 Offensive Conduct; Nuisances - - - - -	5
3.5 Parking Restrictions; Use of Garage - - - - -	5
3.6 Signs - - - - -	5
3.7 Fences, Etc. - - - - -	6
3.8 Animals - - - - -	6
3.9 Restricted Use of Recreational Vehicles, Etc.	6
3.10 Outside Drying and Laundering - - - - -	6
3.11 Structural Alterations - - - - -	6
3.12 Compliance with Laws, Etc. - - - - -	7
3.13 Owner's Obligations for Taxes - - - - -	7
3.14 Enforcement - - - - -	7

92-1968445

TABLE OF CONTENTS (Continued)

	PAGE NO.
4. THE ASSOCIATION	
4.1 Formation - - - - -	7
4.2 Association Action; Board of Directors and Officers - - - - -	7
4.3 Powers and Duties of the Association	
4.3.1 Powers - - - - -	8
4.3.1.1 Assessments - - - - -	8
4.3.1.2 Right of Enforcement - - - - -	8
4.3.1.3 Delegation of Powers - - - - -	9
4.3.1.4 Association Rules - - - - -	9
4.3.2 Duties of The Association - - - - -	9
4.3.2.1 Operation and Maintenance of Common Area - - - - -	9
4.3.2.2 Taxes and Assessments - - - - -	10
4.3.2.3 Water and Utilities - - - - -	10
4.3.2.4 Insurance - - - - -	10
4.3.2.5 Enforcement of Restrictions and Rules - - - - -	10
4.3.3 Limitations on Authority of Board - - - - -	10
4.3.3.1 Expenditures for Capital Improvements - - - - -	10
4.3.3.2 Sell Property of the Association - - - - -	10
4.3.3.3 Pay Compensation to Directors - - - - -	10
4.4 Regular Meeting and Notice - - - - -	10
4.5 Special Meetings - - - - -	11
4.6 Financial Statements of the Association - - - - -	11
4.6.1 Distribution of Proforma Operating Budget - - - - -	11
4.6.2 Delivery of Statement of Association's Policies and Practices - - - - -	12
4.6.3 Distribution of Review of Association Financial Statement - - - - -	12
4.6.4 Alternative to Distribution of Financial Statement - - - - -	12
4.6.5 Board Duties per CC Section 1365.5 - - - - -	12
4.7 Inspection of Association Books and Records - - - - -	13
4.7.1 Availability of Association Records - - - - -	13
4.7.2 Establishment of Reasonable Rules - - - - -	13
4.7.2.1 Notice to Custodian of Records - - - - -	13
4.7.2.2 Time of Inspection of Records - - - - -	13
4.7.2.3 Payment of Costs for Copying - - - - -	13
4.7.3 Right of Directors to Inspect Records - - - - -	13
5. MEMBERSHIP AND VOTING RIGHTS	
5.1 Membership - - - - -	13
5.1.1 Qualification - - - - -	13
5.1.2 Members' Rights and Duties - - - - -	13
5.1.3 Transfer of Membership - - - - -	14
5.2 Voting - - - - -	14
5.2.1 Number of Votes - - - - -	14
5.2.2 Joint Owner Votes - - - - -	14
5.2.3 Cumulative Voting - - - - -	14
5.2.4 Special Plection Procedure - - - - -	15
5.2.5 Forms of Proxies - - - - -	15

92-1968445

4

TABLE OF CONTENTS (Continued)

	PAGE NO.
6. ASSESSMENTS	
6.1 Agreement to Pay - - - - -	15
6.2 Personal Obligation - - - - -	15
6.3 Purpose of Assessments - - - - -	16
6.4.1 Regular Assessments - - - - -	16
6.4.2 Special Assessments - - - - -	16
6.4.3 Exemption from Limitation - - - - -	17
6.5 Uniform Rate of Assessment - - - - -	17
6.6 Assessment Period - - - - -	17
6.7 Notice and Assessment Installment Due Dates - - - - -	18
7. COLLECTION OF ASSESSMENTS; LIENS	
7.1 Right to Enforce - - - - -	18
7.2 Creation of Lien - - - - -	18
7.3 Enforcement of Lien - - - - -	19
7.4 Waiver of Exemptions - - - - -	19
8. INSURANCE	
8.1 Liability Insurance - - - - -	19
8.2 Fire and Extended Coverage Insurance - - - - -	19
8.3 Trustee - - - - -	20
8.4 Individual Fire Insurance Limited - - - - -	20
8.5 Owner's Insurance - - - - -	20
8.6 Fidelity Coverage - - - - -	20
8.7 Distribution to Mortgagees - - - - -	21
9. DESTRUCTION OF IMPROVEMENTS	
9.1 Destruction; Proceeds Over 85% - - - - -	21
9.2 Destruction; Proceeds Less Than 85% - - - - -	21
9.3 Rebuilding Procedures - - - - -	21
9.4 Rebuilding Contract - - - - -	22
9.5 Rebuilding Not Authorized - - - - -	22
9.6 Minor Repair and Reconstruction - - - - -	22
10. CONDEMNATION	
10.1 Sale by Unanimous Consent - - - - -	23
10.2 Distribution of Proceeds of Sale - - - - -	23
10.3 Distribution of Condemnation Award - - - - -	23
10.4 Procedure for Independent Appraisal - - - - -	23
11. PARTITION	
11.1 Partition - - - - -	24
12. NONSEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM	
12.1 Prohibition against Severability - - - - -	24
12.2 Conveyance - - - - -	24
13. TERM OF DECLARATION	
13.1 Term - - - - -	24

92-1968445

TABLE OF CONTENTS (Continued)

PAGE NO.

14. PROTECTION OF MORTGAGEES	
14.1 Mortgage Permitted - - - - -	25
14.2 Subordination - - - - -	25
14.3 Amendment - - - - -	25
14.4 Foreclosure - - - - -	25
14.5 Restriction on Certain Changes - - - - -	25
14.5.1 Abandon or Terminate Condominium Project	26
14.5.2 Change Pro Rata Interest or Obligations	26
14.5.3 Partition or Subdivide - - - - -	26
14.5.4 Abandon, etc., Common Area - - - - -	26
14.5.5 Use of Hazard Insurance Proceeds - - - - -	26
14.6 Right to Examine Books and Records - - - - -	26
14.7 Distribution of Insurance and Condemnation Proceeds - - - - -	26
14.8 Notices to Mortgagees of Record - - - - -	26
14.9 Effect of Breach - - - - -	27
14.10 Non-Curable Breach - - - - -	27
14.11 Loan to Facilitate - - - - -	27
14.12 Appearance at Meetings - - - - -	27
15. CONTRACTS WITH DECLARANT	
15.1 Contracts - - - - -	27
16. AMENDMENTS	
16.1 Amendment Before Close of First Sale - - - - -	27
16.2 Amendment After Close of First Sale - - - - -	27
16.3 Right of Association or Owner to Petition Court	28
17. GENERAL PROVISIONS	
17.1 Headings - - - - -	28
17.2 Severability - - - - -	28
17.3 Cumulative Remedies - - - - -	28
17.4 Violations as Nuisance - - - - -	28
17.5 Notices - - - - -	28
17.6 Number; Gender - - - - -	28
17.7 Exhibits - - - - -	29
17.8 Easements - - - - -	29
17.9 Binding Effect - - - - -	29
17.10 Attorney's Fees - - - - -	29
18. MUNICIPAL RESTRICTIONS REQUIRED BY THE CITY OF BALDWIN PARK	
18.1 Future Residential Structural Expansions - - -	29
18.2 No Parking Signs for Private Drive - - - - -	29
EXHIBIT A - Legal Description	
EXHIBIT B - Unit and respective elements more particularly defined	
EXHIBIT C - Condominium Plan	
EXHIBIT D - Baldwin Park City Resolution	
CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN	

92-1968445

6

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

RECITALS:

Declarant is the owner of real property located in Los Angeles County, California, described in Exhibit A ("real property"). Declarant has improved or intends to improve the real property in the manner described in Exhibit B.

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 as described in California Civil Code Sections 1350-1372 for the subdivision, improvement, protection, maintenance and sale of condominiums within the real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the 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 right, 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. Declarant further declares that it is the express intent that this Declaration satisfies the requirements of California Civil Code Section 1353.

1. DEFINITIONS

1.1 The "Articles" means the Association's Articles of Incorporation and their amendments.

1.2 The "Association" means LA RICA VILLAS HOMEOWNERS ASSOCIATION, the condominium homeowner's association, a nonprofit mutual benefit California corporation, its successors and assigns.

1.3 The "Board" means the Board of Directors of the Association.

92-1968445

1.4 The "Bylaws" mean the Association's Bylaws and their amendments.

1.5 The "Common Area" means the entire development except all units as defined in the Declaration or as shown on the condominium plan. "Exclusive Use Common Area" means a portion of the common area designated by the Declaration or the Condominium Plan for the exclusive use of the owners of particular units which is appurtenant to said units, if any.

1.6 A "condominium" means an estate in real property as defined in California Civil Code Section 1351(f) consisting of an undivided interest as a tenant-in-common in the Common Area of the development, together with a fee interest in a unit shown and described on the Condominium Plan.

1.7 The "Condominium Plan" means the condominium plan recorded pursuant to California Civil Code Section 1351(e) respecting the development and any amendments to the plan. A copy of the plan is attached as Exhibit C.

1.8 The "Declarant" means MORESUN DEVELOPMENT, a California Limited Partnership, its successors and assigns, if such successors and assigns acquire or hold record title to any portion of the Development for development purposes.

1.9 A "Member" means every person or entity who holds a membership in the Association.

1.10 A "mortgage" means a mortgage or deed of trust encumbering a condominium or other portion of the Development. An "institutional mortgagee" is a mortgagee that is a bank, 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 "mortgagee" shall include the beneficiary under a deed of trust.

1.11 An "owner" means each person or entity holding a fee simple estate of record 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 but shall include a contract purchaser of record.

1.12 A "unit" means the elements of a condominium that are not owned in common with the other owners of condominiums in the Development; such units and their respective elements are more particularly described in Exhibit B. The boundaries of a unit are shown and described on the Condominium Plan. In interpreting deeds and plans and existing boundaries of a unit or of a unit

reconstructed in substantial accordance with the original plan the actual building shall be conclusively presumed to create its boundaries rather than the description expressed in the deed or plans regardless of minor variance between boundaries as 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 any 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, and to the Exclusive Use Common Areas appurtenant to such unit, if any.

1.13 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 common interest development as defined in Civil Code section 1351(c) and a statutory condominium "project" as defined in California Civil Code Section 1351(f).

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

2.1 Ownership of Condominium: Easements. Ownership of each condominium within the development shall include (a) a unit and the respective undivided interest in the Common Area (being one equal share in the Common Area for each unit) as described in Exhibit B; (b) a membership in the Association; and (c) any Exclusive Use Common Area and non-exclusive easement appurtenant to such unit, as described herein or in the deed to the unit.

2.2 Owners' Non-Exclusive Easements of Enjoyment, Etc. Every owner of a condominium shall have a non-exclusive easement of use and enjoyment in, to, and throughout the Common Area of the Development 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, the Exclusive Use Common Area appurtenant to units, if any. Each such easement shall be appurtenant to and pass with the title to every unit, subject to the following rights and restrictions:

2.2.1 The right of the Association to limit the number of guests, and to adopt the Association rules and regulations ("association Rules") regulating the use and enjoyment of the Common Area.

2.2.2 The right of the Association to borrow money to improve the Common Area.

2.2.3 The right of Declarant or its designees to enter on the Development, to construct the Development, and to make repairs and remedy construction defects, if such entry does not interfere with the use of any occupied unit unless authorized by the unit owner.

92-1968445

2.2.4 The right of the Association, or its agents, to enter any unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Area or the owners in common. This right shall be immediate in case of an emergency originating in, or threatening, such unit; otherwise, entry shall be made only after reasonable notice is given to the unit's occupant.

2.3 Delegation of Use; Tenants. Any owner may delegate his right of use and enjoyment in the Development, including any recreational facilities, to the members of his family, his guests, invitees, and to such other persons as may be permitted by the provisions of the Declaration, the Bylaws, and the Association Rules. Each owner shall notify the Secretary of the Association of the names of any of his tenants. Each owner, or tenant, shall also notify the Secretary of the names of all persons to whom the owner or tenant has delegated any rights of use and enjoyment in the Development and the relationship that each such person bears to the owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of owners.

2.4 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 it so long as it remains, and all units and the Common Area are made subject to such easement. If any structure containing a unit is partially or totally destroyed and then rebuilt and any encroachment results, a valid easement exists for such encroachment and for its maintenance so long as it remains, and all units and the Common Area are made subject to such easement.

2.5 Easements Granted by Association. The Association shall have the power to convey to any third party easements and rights-of-way in, on, over, or under the Common Area for purpose of installing, operating, or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, sewers, storm drains and pipes, water system, sprinkling systems, heating and gas lines or pipes and any similar public or quasi-public facilities, and each purchaser, in accepting a deed to a condominium, expressly consents to such easements. However, no such easement can be granted if it would interfere with the use, occupancy, or enjoyment by any owner of his unit, the Exclusive Use Common Area appurtenant to the unit, or the recreational facilities of the Development.

3. USE RESTRICTIONS

3.1 Residential Use. Units shall be used for residential purposes only. Nothing in this Declaration shall prevent an owner from leasing or renting his unit. However, any such arrangement

10

shall be in writing and any tenant shall abide by and be subject to all provisions of the Declaration, Articles, Bylaws, and Association Rules; any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

3.2 Commercial Use. Except as otherwise provided herein, no part of the Development shall be used or allowed to be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

3.3 Maintenance. Each owner shall be responsible for maintaining his unit, including the equipment and fixtures therein, its interior walls, ceilings, windows, and floors in a clean and sanitary, workable, and attractive condition. Each owner shall also be responsible for maintaining in good condition and repair the air conditioning and heating unit system servicing his unit, wherever located. 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 and glass of his unit, both interior and exterior. Unless otherwise provided in this Declaration, each owner shall clean and maintain the Exclusive Use Common Area appurtenant to his unit.

3.4 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles, boats, or other motorized vehicles, shall be carried on within the Development. Nothing shall be done within the Development which may become a nuisance to its residents, or that in any way interferes with the quiet enjoyment of condominium occupants.

3.5 Parking Restrictions; Use of Garage. Unless otherwise permitted by the Board, no automobile shall be parked or left on any property subject to this Declaration other than on or within a garage, carport, or assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper truck, or commercial vehicle shall be parked or left on any part of the Development other than in an area designated by the Board for parking or storage of vehicles. Any garages or carports shall be used for parking vehicles only and shall not be converted for living or recreational activities.

3.6 Signs. No signs 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. However, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within each unit or within the Common Area

immediately adjacent by the owner, the location and design of it to be subject to approval by the Board.

3.7 Fences, Etc. No fences, awning, ornamental screen doors, sunshades, or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Development or elsewhere within the Development except those that are installed in accordance with the original construction of the Development, and their replacements, or as are authorized and approved by the Board.

3.8 Animals. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any condominium or elsewhere within the Development, except that domestic dogs, cats, fish, and birds inside cages may be kept as household pets within any unit so long as 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 owner in the sole and exclusive opinion of the Board.

3.9 Restricted Use of Recreational Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located within the Development.

3.10 Outside Drying and Laundering. No exterior clotheslines shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, porches, or other areas.

3.11 Structural Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior portions of the buildings, fences, railings, or walls situated within the Development without the prior written consent of the Board. Notwithstanding the foregoing, if the boundaries of a unit are contained within a building, the owner of said unit may do the following: (a) Make any improvements or alterations within the boundaries of his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portions of the Development; (b) Modify his unit, at his expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the unit for the purposes of this paragraph if the unit is on the ground floor or already accessible by an existing ramp or elevator. The right granted by this paragraph is subject to the following conditions: (1) the modifications shall be consistent with applicable building code requirements; (2) the modifications shall be consistent with the intent of otherwise applicable rules of the Association pertaining to safety or aesthetics; (3) modifications external to the unit shall not prevent reasonable passage by other residents, and shall be removed by the owner when the unit is no

92-1968445

12

longer occupied by persons requiring those modifications who are blind, visually handicapped, deaf, or physically disabled; (4) any owner who intends to modify a unit pursuant to this paragraph shall submit his plans and specifications to the Association for review to determine whether the modifications will comply with the provisions of this paragraph. The Association shall not deny approval of the proposed modifications under this paragraph without good cause.

3.12 Compliance with Laws, Etc. Nothing shall be done or kept in any unit or in the Common Area that might increase the rate of, or cause the cancellation of, the Development's insurance without the Board's prior written consent. 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, county, State or Federal body.

3.13 Owner's Obligations for Taxes. To the extent allowed by law, all units, 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 first mortgages under local law shall relate only to the individual units and not to the condominium development as a whole. Each owner shall be obligated to pay any taxes or assessments assessed by the county assessor against his condominium and against his personal property.

3.14 Enforcement. The failure of any owner to comply with any provision of the Declaration, the Articles, or Bylaws shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages, injunctive relief, or both.

4. THE ASSOCIATION

4.1 Formation. The Association is 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 powers set forth in the Articles, Bylaws, and 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. Except as to matters requiring members' approval as set forth in the Declaration, Articles, or Bylaws, the Association's affairs shall be conducted by the Board and such officers as it may elect or appoint. Such election or appointment shall be in compliance with the Declaration and the Bylaws.

4.3 Powers and Duties of the Association.

13

4.3.1 Powers. The Association shall have the power to do any lawful thing that may be authorized under the Declaration, Articles, or Bylaws and to do 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 limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix, levy assessments against the owners of condominiums and to enforce payment of such assessments in accordance with the provisions of the Declaration.

4.3.1.2 Right of Enforcement. The Association or any owner of a unit can commence and maintain an action for damages or to restrain or enjoin any actual or threatened breach of any provisions of the Declaration, Articles, or Bylaws, or of the Association Rules or any resolutions of the Board, and to enforce any of those provisions by mandatory injunction or otherwise. In addition, the Association, through its Board of Directors can suspend the voting rights, can suspend use privileges of the Common Area, or can assess monetary penalties against any owner or other person entitled to exercise such rights or privileges for any violation of the Declaration, Articles, Bylaws, Association's Rules, or Board resolutions. However, any such suspension of use privileges cannot exceed a period of thirty (30) days for any one violation and cannot exceed twenty-five dollars (\$25.00) for any one violation. No discipline may be imposed against an owner unless he is given fifteen (15) days' prior notice of the proposed discipline and the reasons therefor and he is given the opportunity to be heard (either orally or in writing) not less than five (5) days before the proposed discipline becomes effective. Such prior notice may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the owner, all according to the provisions of Section 17.5 of the Declaration. No discipline shall be imposed against the owner unless procedures for notice and hearing satisfying the minimum requirements of Corporations Code Section 7341 are followed with respect to the accused owner before a decision to impose discipline is reached. The Association is prohibited from causing a forfeiture or abridgement of an owner's right to the full use and enjoyment of his unit because of his failure to comply with the provisions of the Declaration, Bylaws, Articles, Association's Rules, or resolutions of the Board except by court judgment, arbitration award, or on account of a foreclosure or sale under a power of sale for his failure to pay assessments duly levied by the Association. Any monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with provisions of the Declaration, Bylaws, Articles or said Rules or resolutions or as a means of reimbursing the Association for costs incurred in the repair of damage to the Common Area and facilities for which the member was allegedly responsible shall not give rise to a lien against the member's unit

and shall not be enforceable under Section 7 of the Declaration. Notwithstanding the foregoing, charges imposed against an owner consisting of reasonable late charges, penalties for loss of interest, and costs and attorney's fees reasonably incurred by the Association in its efforts to collect delinquent assessments shall give rise to lien rights under Section 7 of the Declaration.

4.3.1.3 Delegation of Powers. The Association, acting by and through the Board, can delegate its powers, duties, and responsibilities (except with regard to imposing discipline, levying fines, or holding hearings) to committees or employees, including a professional managing agent. 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 it may be renewed by the Board from year to year.

4.3.1.4 Association Rules. The Association shall have the power to adopt, amend, repeal its rules as it deems reasonable. However, the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the Articles, or the Bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the Development. In case of conflict between the Association rules and any other provisions of this Declaration, the Articles, or Bylaws, the provisions of the Association rules shall be deemed superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 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 management of the Common Area, and all its facilities, improvements, and landscaping, including private driveways, perimeter walls, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. Responsibility for repairs or maintenance because of wood-destroying pests or organisms is delegated as provided by Civil Code Section 1364. In this connection the Association may enter into contracts for services or materials for the benefit of the Association or the Common Area, including contracts with Declarant. The duration and terms of all such contracts shall comply with Article VIII, Section 16 of the Bylaws.

15

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the Association or any of its property.

4.3.2.3 Water and Utilities. To acquire, provide and pay for water, sewer, garbage disposal, rubbish collection, electrical, telephone, gas and other necessary utility services for the Common Area and for condominiums when they 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 at the applicable regulated rate.

4.3.2.4 Insurance. To obtain from reputable insurance companies and maintain the insurance described in Section 8.

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 provisions of this Declaration, the Articles, Bylaws, and the Association's rules and Board resolutions.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of (1) a majority of the total voting power of the membership and (2) a majority of members other than Declarant, the Board shall not take any of the following actions:

4.3.3.1 Incur 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

4.3.3.2 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

4.3.3.3 Pay compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may reimburse such person for expenses incurred in carrying on Association business.

4.4 Regular Meeting and Notice. An organizational meeting shall be held as soon as practicable after creation of the Association, and 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. 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 (51st) percentile interest authorized for sale by the California Commissioner of Real Estate under the first Public Report for the Development, 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 in each calendar year at a time and place as prescribed in the Bylaws.

4.5 Special Meetings. Special meetings may be called as provided for in the Bylaws. Written notice of all members' 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, except in emergency situations, shall be given not less than ten (10) days nor more than sixty (60) days before the time of 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 any such meeting but shall not be entitled to vote at the meeting. All such meetings shall be held within the Development or at a place as close thereto as possible. 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 nor more than thirty (30) days from the date that 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 five (5) days nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present in person or by proxy. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

4.6 Financial Statements of the Association. The Association shall prepare and distribute to all members and to any mortgagee requesting the financial data as specified herein, regardless of the number of its members or the amount of its assets.

4.6.1 A pro forma operating budget for the immediately ensuing fiscal year including, but not limited to, the following information shall be distributed not less than forty-five (45) days and not more than 60 days before the beginning of each fiscal year: (a) estimated revenue and expenses on an accrual basis; (b) the identification of the Association's total cash reserves currently set aside; (c) an estimate of the current replacement costs of, and the estimated remaining useful life of, and the methods of funding used to defray the future repair, replacement, or additions to,

17

those major components which the Association is obligated to maintain; (d) a general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the Association is obligated to maintain.

4.6.2 A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of its assessments against its members shall be annually delivered to the members during the 60-day period immediately preceding the beginning of the Association's fiscal year.

4.6.3 A review of the financial statement of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds seventy-five thousand dollars (\$75,000). A copy of the review of the financial statement shall be distributed within 120 days after the close of each fiscal year.

4.6.4 In lieu of the distribution of the pro forma operating budget provided for in Section 4.6.1, the Board may elect to distribute a summary of the items described in Sections 4.6.1 and 4.6.2 to all members of the Association with a written notice that the budget is available at the business office of the Association or at another suitable location within the boundaries of the Development and that copies will be provided upon request and at the expense of the Association. If any member requests a copy of the pro forma operating budget including the items described in Sections 4.6.1 and 4.6.2 to be mailed to the member, the Association shall provide such copies to the member by first-class United States mail at the expense of the Association and mailed within five days. The written notice that is distributed to each of the Association members shall be in at least 10-point bold type on the front page of the summary of the statements.

4.6.5 On at least a quarterly basis the Board shall perform all of the following duties as required by Civil Code Section 1365.5: (a) create and review a current reconciliation of the Association's operating accounts and reserve accounts; (b) review each year's actual revenues and expenses compared to each year's budget; (c) review the latest account statements prepared by the financial institution(s) where the Association has its operating and reserve accounts; (d) review an income and expense statement for the Association's operating and reserve accounts. The signatures of at least 2 persons, who shall both be Directors or, 1 officer who is not a Director and 1 Director, shall be required for the withdrawal of money from the Association's reserve accounts. As used in this section the term "reserve accounts" means money that the Board has identified from its annual budget for use to defray the future repair or replacement of, or additions

to, those major components which the Association is obligated to maintain.

4.2 Inspection of Association Books and Records.

4.7.1 Any membership register (including mailing addresses and telephone numbers), books of account, and minutes of meetings of 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 the 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.

4.7.2 The Board shall establish by resolution reasonable rules with respect to:

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

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

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

4.7.3 Every Director of the Association shall have the absolute right at any reasonable 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 documents.

5. MEMBERSHIP AND VOTING RIGHTS

5.1 Membership

5.1.1 Qualification. Each owner of a condominium, including Declarant, shall be a member of the Association and shall hold one membership interest in the Association for each condominium owned. If a condominium is owned by more than one person, each such person shall be a member of the Association, but there shall only be one vote for each 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 interest in all condominiums in the Development ceases, at which time his membership in the Association shall automatically cease.

19

5.1.2 Members' Rights and Duties. Each member shall have the rights, duties, and obligations set forth in this Declaration, the Articles, Bylaws, and the Association rules and all their amendments.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more condominiums shall be appurtenant to each such condominium, and shall not be assigned, transferred, pledged, 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 transfer shall be void. Any transfer 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.

5.2 Voting.

5.2.1 Number of Votes. Each member shall be entitled to one (1) vote for each condominium in which such member owns an interest. However, when more than one member owns an interest in a condominium, the vote 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.

5.2.2 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 for a particular condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners 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.

5.2.3 Cumulative Voting. Election to and from the Board shall be by cumulative voting, and such voting shall be by secret written ballot. If more than two (2) positions on the Board are to be filled, each member shall be entitled to cumulate his votes, in person or by proxy, for one or more candidates for the Board, if the candidate's name has been placed in nomination before voting and if the member has given notice at the meeting before voting of his intention to cumulate votes. If any one member has given such notice, then all members will be entitled to cumulate their votes for candidates. The candidates receiving the highest number of votes up to the number of Board members to be elected shall be deemed elected. Unless the entire Board is removed from office by vote of the members, a Director shall not be removed before his term expires if the number of votes cast against removal would be sufficient to elect said Director if voted cumulatively at an

20

election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the most recent election of the Board were then being elected. A Director who has been elected to office solely by votes of members other than Declarant may be removed from office prior to the expiration of his term only by the vote of at least a simple majority of the voting power residing in members other than Declarant.

5.2.4 Special Election Procedure. From the first election of the Board of Directors and thereafter for so long as Declarant holds a majority of the Association's voting power, Declarant shall be allowed to vote for all but one of the five offices of the Board of Directors, to insure the election of twenty percent (20%) of the Board members by the owners other than Declarant. This procedure shall be limited to the election of only one Board member and subject to all other provisions of this Declaration.

5.2.5. Forms of Proxies. Any form of proxy or written ballot distributed to the members of the Association shall provide such members with the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the governing body be named in the proxy or written ballot. The proxy or written ballot shall provide that, where the member specifies a choice, the vote shall be cast in accordance with that choice. The proxy shall also identify the person who is authorized to exercise the proxy and the length of time it will be valid.

6. ASSESSMENTS

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

6.2 Personal Obligation. Each assessment or installment, interest, collection costs, and reasonable attorney's fees, as stated in Section 6.7 of this Declaration, shall be the personal obligation of the person or entity who was an owner at the time such assessment, or installment, was levied. 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 or the use or enjoyment of all or any

92-1968445

portion of the Common Area or by waiver of the use and enjoyment of, or by abandonment of, his condominium.

6.3 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. The Association shall not impose or collect an assessment, penalty, or fee that exceeds the amount necessary for the purpose for which it is levied.

6.4.1 Regular Assessments. At least sixty (60) days before the beginning of each fiscal year the Board shall estimate the total amount of funds necessary to defray the common expenses of the Association for the next fiscal year. If the amount is approved by a majority vote of the Board, without a vote of the members of the Association, the estimate shall become the regular assessment for such year. However, the Board may not increase the amount of regular assessment for any fiscal year of the Association by more than twenty percent (20%) above the amount of the prior fiscal year's regular assessment without the approval of owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code. For the purposes of this section "quorum" means more than fifty percent (50%) of the owners of the Association. The assessments shall be uniform and shall be determined as provided in Section 6.5. The regular assessments shall be payable in regular installments as provided in this Declaration and shall include adequate reserve funds for contingencies, and for maintenance, repairs, and replacement of the Common Area improvements that must be replaced on a periodic basis sufficient to satisfy the requirements of any mortgagee.

6.4.2 Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason (including, but not limited to, unanticipated delinquencies, costs 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 the Board it shall become a special assessment. The Board may, in its discretion, prorate such assessment over the balance of the fiscal year or levy the assessment immediately against each unit. Any special assessment more than five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which it is levied shall require the approval of owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance

92-1968445

22

with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7611 of the Corporations Code. For the purposes of this section "quorum" means more than fifty percent (50%) of the owners of the Association.

6.4.3 Exemption from Limitation. Sections 6.4.1 and 6.4.2 herein do not limit assessment increases for emergency situations. For purposes of this Section, an emergency situation is any one of the following: (a) an extraordinary expense required by an order of a court; (b) an extraordinary expense necessary to repair or maintain the Development or any part of it for which the Association is responsible where a threat to personal safety on the property is discovered; (c) an extraordinary expense necessary to repair or maintain the Development or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the proforma operating budget. However, prior to the imposition or collection of an assessment under this Section, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members with the notice of assessment.

6.5 Uniform Rate of Assessment. Except as herein stated, regular and special assessments must be fixed on an equal basis and at a uniform rate for all condominiums and shall be determined by dividing the amount by the total number of condominiums within the Development and subjected to assessments. Notwithstanding the foregoing, a special assessment against owners 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. The limitations herein shall not apply in the case where the special assessment against an owner is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the owner and his unit into compliance with provisions of the Declaration and Bylaws.

6.6 Assessment Period. The regular assessment period shall commence on January 1 and shall terminate on December 31 of each 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 for all units, including those owned by Declarant, 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

92-1968445

23

shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day written prior notice of each annual regular assessment and each special assessment shall be given to each owner of every condominium subject to assessment in which the due dates for the payment 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. If an assessment is delinquent, the Association may recover all of the following: (a) reasonable costs incurred in collecting the delinquent assessment, including reasonable attorney's fees; (b) a late charge not exceeding 10% of the delinquent assessment or \$10, whichever is greater; (c) interest on all sums imposed in accordance with this section, including the delinquent assessment, reasonable costs of collection, and late charges at a 12% annual percentage rate, commencing 30 days after the assessment becomes due.

7. COLLECTION OF ASSESSMENTS; LIENS

7.1 Right to Enforce. The right to collect and enforce assessments is vested in the Board acting 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 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.7 of this Declaration shall be maintainable without foreclosing or waiving the lien rights.

7.2 Creation of Lien. If there is a delinquency in the payment of any assessment, or installment on a condominium, as described in Section 6.7, any amounts that are delinquent together with late charges, interest, reasonable collection costs, and reasonable attorney's fees shall be a lien against such condominium on the recordation in the office of the county recorder where the Development is located a notice of delinquent assessment as provided in California Civil Code Section 1367. The notice of delinquent assessment shall state the amount of the assessment, a description of the owner's interest in the condominium against which the levy is being made, the name of the record owner of the owner's interest in the condominium against which the lien is being imposed, and --in order for the lien to be enforced by nonjudicial foreclosure as provided in California Civil Code Section 1367(d)-- the name and address of the trustee authorized by the Association

92-1968445

24

to enforce the lien by sale. The notice of delinquent assessment shall be signed by a person designated by the Association for that purpose or, if no particular person is so designated, by the President. Upon payment of the sums specified in the notice of delinquent assessment, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

7.3 Enforcement of Lien. A lien created under Section 7.2 of this Declaration may be enforced in any manner permitted by law, including sale by the Court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to California Civil Code Section 2934a. Any sale by the trustee shall be conducted in accordance with the provisions of California Civil Code Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trust.

7.4 Waiver of Exemptions. Each owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to Section 7, the benefit of any homestead or exemption law of California in effect at the time any assessment, or installment becomes delinquent or any lien is imposed.

8. INSURANCE

8.1 Liability Insurance. 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 crossliability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims of death, personal injury and property damage out of a single occurrence. Such insurance shall include coverage against any liability or risk customarily covered with respect to projects similar in construction, location, and use.

8.2 Fire and Extended Coverage Insurance. The Association also shall obtain and maintain a master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Development. The form, extent, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional mortgagees. If more than one institutional mortgagee has a loan of record against the Development, or any part of it, the policy and endorsement shall meet the maximum standard of the various institutional mortgagees represented in the Development. The policy shall contain agreed amount 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

92-1968445

26

and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall be in the amounts as shall be determined by the Board. The policy shall name as insured the Association, the owners, and Declarant, as long as Declarant is the owner of any condominium, and all institutional mortgages as their respective interests may appear, and say contain a loss payable endorsement in favor of the trustee described in this Declaration.

8.3 Trustee. All fire and casualty insurance proceeds payable under Section 8.2 for losses to real property and improvements may be paid to a trustee, to be held and expended for the benefit of the Owners, Mortgagees, and others, as their respective interest shall appear. The trustee shall be a commercial bank or other financial institution with trust powers in the County in which the Development is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association shall have the duty to contract for such work as provided for in this Declaration.

8.4 Individual Fire Insurance Limited. Except as provided in this section no owner can separately insure his unit or any part of it against loss of fire or other casualty covered by any insurance carrier under paragraph 8.2. If any owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of Section 8.2 that results 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 such diminution. An owner can insure his personal property against loss. In addition, any improvements made by an owner to the real property within his unit may be separately insured by the owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to the owners, the Association, and Declarant.

8.5 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 of subrogation clause acceptable to the Board and to any mortgagee.

8.6 Fidelity Coverage. The Association shall also obtain and maintain fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle or who are responsible for handling the funds of the Association. Such fidelity bond shall name the Association as obligee, shall be written in an amount equal to 150% of the estimated annual operating expenses of the Association, including reserves, and

26

shall contain waivers of any defense based on the exclusion of persons who serve without compensation or from any definition of "employee" or similar expression.

8.7 Distribution to Mortgagees. Subject to the provisions of Section 8.3, any mortgagee shall have the option to apply insurance proceeds payable on account of a unit to such mortgagee in reduction of the obligation secured by the mortgage of such mortgagee.

9. DESTRUCTION OF IMPROVEMENTS

9.1 Destruction; Proceeds Over 85%. 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 8 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 power of members present and entitled to vote, in person or by proxy, at a duly constituted meeting shall 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 county recorder where the Development is located, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less Than 85%. If the proceeds of the 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 members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction are to take place, the Board shall be required to execute, acknowledge and record in the office of the county recorder where the Development is located, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to paragraphs 9.1 or 9.2, the owner of each unit located within a structure that has been totally or partially destroyed 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. All owners shall contribute their proportionate share of the cost of reconstruction and restoration of any portion of the Common Area not comprising the structure within which a unit is located, and the proportionate share of each owner shall be equal

92-1968445

27

to a fraction, the numerator of which is one (1) and the denominator of which is the number of condominiums then comprising that part of the Development. 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 provisions contained in Section 7 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 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 where he may be represented by counsel. Following such hearing, the board shall give written notice of its decision to all owners. If such adjustments are recommended, the notice shall schedule a special 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 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.

9.4 Rebuilding Contract. If the members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two 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.

9.5 Rebuilding Not Authorized. If the members determine not to rebuild, any insurance proceeds then available for such rebuilding shall be distributed to the owner of each condominium and their respective mortgagees proportionately according to the respective fair market values of the units at the time of destruction as determined by an independent appraisal in accordance with the procedure specified in Section 10.5 herein. 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 where the Development is located, a certificate declaring the intention of the members not to rebuild.

9.6 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

92-1968445

28

insurance proceeds, in all cases of partial destruction when the estimated cost 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 repair and reconstruction of improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 9.3 (but without the consent or approval of members despite any contrary provisions) in this Declaration.

10. CONDEMNATION

10.1 Sale by Unanimous Consent. If an 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 of the owners and after written notice to all mortgagees, the Development or a portion of it may be sold.

10.2 Distribution of Proceeds of Sale. On a sale occurring under Section 10.1, the proceeds shall be distributed to the owner and the mortgagees of each condominium as their respective interests may appear according to the unanimous consent of the owners affected or, if said consent is not forthcoming, according to the relative values of the affected units as determined by Section 10.4 herein.

10.3 Distribution of Condemnation Award. If the Development, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the owners and their respective mortgagees, according to the relative values of the units affected by the condemnation as determined by Section 10.4 herein.

10.4 Procedure for Independent Appraisal. The Board shall obtain an independent appraisal of the affected condominium units by selecting two appraisers who shall select a third appraiser. In the event the two appraisers selected shall fail, within 10 days after their selection, to agree upon the third, then the Presiding Judge of the Superior Court of the county in which the Development is located shall, upon the Board's request, appoint within ten (10) days after such request, a third appraiser. The appraisers so selected or appointed shall promptly proceed to determine the fair market value of the affected units; any valuation agreed upon by a majority of such appraisers shall be accepted as final and conclusive by the Association and by any court of competent jurisdiction and shall ipso facto become the fair market value of the units. All appraiser shall be members of the American Institute of Real Estate Appraisers.

29

11. PARTITION

11.1 Partition. Except as provided in this section, the Common Area in this Development shall remain undivided, and there shall be no judicial partition thereof. Nothing in this section shall prohibit partition of a cotenancy in a condominium. The owner of a separate interest in a condominium may maintain a partition action as to the Development as if the owners of all of the condominiums were tenants in common in the entire Development in the same proportion as their interests in the Common Area. The court shall order partition under this section only by sale of the entire Development and only upon a showing of one of the following: (a) more than 3 years before the filing of the action, the Development was damaged or destroyed, so that a material part was rendered unfit for its prior use, and the Development has not been rebuilt or repaired substantially to its state prior to the damage or destruction; (b) three-fourths or more of the Development is destroyed or substantially damaged, and owners of separate interests holding in the aggregate more than a 50% interest in the Common Area oppose repair or restoration of the Development; (c) the Development has been in existence more than 50 years, is obsolete and uneconomic, and owners of separate interests holding in the aggregate more than a 50% interest in the Common Area oppose repair or restoration of the Development.

12. NONSEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

12.1 Prohibition against Severability. An owner shall not be entitled to sever his unit in and his membership from his undivided interest in the Common Area 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 the Exclusive Use Common Area from his condominium, and any attempt to do so shall be void. The suspension of his right of severability will not extend beyond the period set forth in Section 11 respecting the prohibition of partition.

12.2 Conveyance. After the initial sale of the condominiums, any conveyance of a unit, or of a component interest in the Common Area, by the owner of any condominium, shall be presumed to convey the entire condominium, however, nothing contained in this section shall preclude the owner of any condominium from creating a cotenancy with any other person or persons.

13. TERM OF DECLARATION

13.1 Term. 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, restriction and other provisions shall be automatically extended

30

for successive periods of ten (10) years each, unless extinguished by a written instrument executed by at least seventy-five percent (75%) of the owners of the condominiums and recorded in the office of the county recorder where the Development is located within one (1) year prior to the expiration of said fifty (50) year period or the expiration of said ten (10) year period as the case may be.

14. PROTECTION OF MORTGAGEES

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

14.2 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 mortgage unless the mortgagee subordinates his interest, in writing, to such lien.

14.3 Amendment. No amendment to this Declaration, the Articles, or the Bylaws shall affect the rights of any mortgagee under any mortgage made in good faith and for value and recorded before the recording of any such amendment unless the mortgagee either joins in the execution of the amendment or approves it in writing as a part of such amendment.

14.4 Foreclosure. If any condominium is encumbered by a first 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 to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien of assessments or of installments that have been accrued 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 lien. On taking title to the condominium the foreclosure purchaser shall only be obligated to pay the assessments or other charges levied or assessed by the Association after the foreclosure purchaser acquired title to the condominium. The term "foreclosure" as used herein shall include the exercise of a power of sale involving a default under said mortgage.

14.5 Restriction on Certain Changes. Except as may be provided by statute in case of condemnation or substantial loss to the units or Common Area, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners other than Declarant of the individual units have given their prior written approval, the Association shall not be entitled:

31

14.5.1 By act or omission to seek to abandon or terminate the condominium project;

14.5.2 To change the pro rata interest or obligations of any individual unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the Common Area;

14.5.3 To partition or subdivide any unit;

14.5.4 By act or omission to seek abandon, partition, subdivide, encumber, sell, or transfer the Common Area. The granting of easements for public utilities or for other public purpose consistent with the intended use of Common Area by the Association or the owner shall not be deemed a transfer within the meaning of this clause;

14.5.5 To use hazard insurance proceeds for losses to units or the Common Area for other than the repair, replacement, or reconstruction of such property, except as provided by the statute in case of substantial loss to the units or Common Area.

14.6 Right to Examine Books and Records. First mortgagees can examine the books and records of the Association or the Development and can require the submission of financial data concerning the Association or the Development, including annual audit reports and operating statement as furnished to the owners.

14.7 Distribution of Insurance and Condemnation Proceeds. No unit owner, or any other party, shall have priority over any right of first mortgagees of any units pursuant to their mortgages in case of a distribution to unit owners of insurance proceeds or condemnation awards for losses to or a taking of units or Common Area. Any provision to the contrary in this Declaration, the Bylaws, or other documents relating to the Development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies (except those relating to personal property owned by unit owners) shall contain loss payable clauses acceptable to the affected mortgagees naming the mortgagees, as their interests may appear.

14.8 Notices to Mortgagees of Record. On any loss to any unit covered by a mortgage, if such loss exceeds \$1,000, or on any loss to the Common Area, if such loss exceeds \$10,000, or on the 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 provision of this Declaration, the Bylaws, or the Association's rules and regulations, which default is not cured within sixty (60) days after written notice to such owner, the Association shall give to the mortgagee of record of such owner

37
written notice of such default and of the fact that said sixty (60) day period has expired.

14.9 Effect of Breach. No breach of any provisions of this Declaration shall invalidate the lien of any mortgage in good faith and for value; this Declaration shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

14.10 Non-Curable Breach. Any mortgagee who acquires title to a condominium by foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practicable or feasible to cure.

14.11 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 of the rights and protections of Section 14.

14.12 Appearance at Meetings. Because of its financial interest in the Development, any mortgagee may appear at meetings of the members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or assessments.

15. CONTRACTS WITH DECLARANT

15.1 Contracts. Any agreement between the Association and Declarant pursuant to which 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. AMENDMENTS

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 all mortgagees of record of an instrument revoking the Declaration.

16.2 Amendment After Close of First Sale. After the close of the first sale of the 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 holders of not less than seventy-five percent (75%) of the total voting power of the Association and fifty-one percent (51%) of the voting power of members other than Declarant. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of members in order to take affirmative or negative action under such

33

provision, the same percentage of such members shall be required to amend or revoke such provision. 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, shall make appropriate reference to this Declaration, and shall comply with California Civil Code Section 1355.

16.3 Notwithstanding the provisions of Section 16.2 of this Declaration, the Association or any owner of a condominium may petition the superior court of the county where the Development is located for an order reducing the percentage of affirmative votes necessary for such an amendment pursuant to California Civil Code Section 1356.

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 its provision.

17.2 Severability. The provision of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provisions 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 of this Declaration shall constitute a nuisance and may be enjoined or abated whether or not the relief sought is negative or affirmative action by Declarant, the Association, or any owners.

17.5 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

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

92-1968445

17.7 Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

17.8 Easements reserved and Granted. Any easement referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any condominium.

17.9 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

17.10 Attorney's Fees. If any owner defaults in making a payment of assessments or in the performance of any provision in this Declaration, and the Association has obtained the services of any attorney with respect to the defaults involved, the owner covenants and agrees to pay the Association all costs and fees incurred, including reasonable attorney's fees, regardless of whether legal proceedings are instituted.

18. MUNICIPAL RESTRICTIONS REQUIRED BY THE CITY OF BALDWIN PARK

18.1 Future residential structural expansions within the Development shall be limited to patio covers only, which shall not exceed 25% of the units' private open space and shall be architecturally compatible with the existing dwelling, and a five (5) foot side and rear yard area shall be maintained.

18.2 The private drive within the Development shall be treated as a fire lane and the Homeowners Association shall post and maintain "No Parking" signs for said street.

Declarant has executed this instrument as of September 28, 1992.

MORESUN DEVELOPMENT,
a California Limited Partnership

By: 

MORESUN DEVELOPMENT, INC., a California
corporation, General Partner, By Its
President WILSON C. CHEW

92-1968445

AT NO NND00311
J 1994 CA 19 841

(Incorporation as a Partner of a Partnership)


 **TICOR TITLE INSURANCE**

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

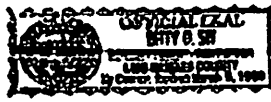
On September 30, 1992 before me, the undersigned, a Notary Public in and for
the State of California, personally appeared Wilson C. Chen
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed
the within instrument as the President, and

personally known to me or proved to me on the basis of satisfactory evidence
to be the person who executed the within instrument as the Secretary of

the corporation that executed the within instrument on
behalf of Horizon Development, a California
corporation the partnership that executed
the within instrument, and acknowledged to me that such
corporation executed the same as such partner and that
such partnership executed the same.
WITNESS my hand and official seal.

SIGNATURE BETTY O. SIT 

92-1968445



(This area for official notarial seal)

36

EXHIBIT "A"

That real property located in the City of Baldwin Park, Los Angeles County, State of California, and more specifically described as follows:

Lot 1 of Tract 50827 as per map recorded in Book 185, Pages 30 and 31 of Maps, Official Records of the County Recorder of said County.

92-1968445

EXHIBIT "B"

1. Declarant proposes to improve the real property by constructing on it improvements containing thirteen (13) dwelling units.

2. The Common Area consists of Lot 1 of said Tract No. 50827 excepting the thirteen (13) units of the Development, which thirteen (13) units are more specifically defined in the Condominium Plan.

3. The respective interest in the Common Area to be conveyed with each unit comprises an undivided one-thirteenth (1/13) interest.

4. Each unit shall be a separate element consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceiling, windows, and doors of each unit. Should the definition of "unit" contained in the Condominium Plan differ from that stated in this subparagraph, the Condominium Plan definition shall prevail. Each owner shall be entitled to the exclusive use and enjoyment of his unit for all purposes not inconsistent with the provisions, restrictions, and limitations contained in this Declaration and in the Bylaws. An owner shall not interfere with the Association's right to service, maintain, landscape, and otherwise care for the Common Area. The term "unit" means and includes, for the purpose of this Declaration, all of the above described ownership interests except where the context clearly indicates to the contrary. Each unit includes both the portions of the building and the airspace so encompassed, excepting therefrom any central services, pipes, ducts, chutes, conduits, and wires wherever located within the unit (excluding from this exception outlets within the unit).

92-1968445

A CONDOMINIUM PLAN FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

RECORDED AT REQUEST OF:

FIDELITY NATIONAL TITLE INSURANCE COMPANY ORDER NO. 1220044

WHEN RECORDED, RETURN TO:

MR. FRANK LIOU AMPERT DEVELOPMENT, INC. 8808 E. MISSION DR., SUITE 208 ROSEMEAD, CA 91770

WE THE UNDERSIGNED, BEING ALL PARTIES REQUIRED BY CALIFORNIA CIVIL CODE SECTION 1351 (e) TO EXECUTE THIS CERTIFICATE, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE WITHIN CONDOMINIUM PLAN PURSUANT TO PROVISIONS OF CHAPTER 1, TITLE 6, PART 4, DIVISION SECOND OF SAID SECTION 1351 (e).

MORESUN DEVELOPMENT, A CALIFORNIA LIMITED PARTNERSHIP, OWNER.

BY: MORESUN DEVELOPMENT CORPORATION, INC., A CALIFORNIA CORPORATION, GENERAL PARTNER.

Wilson C. Chen

Wilson C. Chen

PRESIDENT

Michelle S. Chen

Michelle S. Chen

SECRETARY

CAT NO 44-90737 TO 1945 CA 10-241 (Corporation)

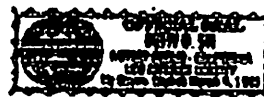
TICOR TITLE INSURANCE

STATE OF CALIFORNIA COUNTY OF Los Angeles } SS.

On April 21, 1992 before me, the undersigned, a Notary Public in and for said State, personally appeared Wilson C. Chen personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and Michelle S. Chen

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument 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 [Signature] Notary Public



(This area for official notarial seal)

92-1968445

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

NOTES AND DEFINITIONS:

1. THIS CONDOMINIUM PROJECT (HEREIN THE "PROJECT") IS COMPOSED OF A "COMMON AREA" AND THIRTEEN (13) "UNITS".
2. THE COMMON AREA OF THIS PROJECT IS THE LAND AND REAL PROPERTY, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON, WITHIN THE BOUNDARY LINES OF LOT 1 OF TRACT NO. 50827, IN THE CITY OF BALDWIN PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1185, PAGES 30 TO 31, INCLUSIVE, OF MAPS, RECORDS OF LOS ANGELES COUNTY, EXCEPT THEREFROM THOSE PORTIONS SHOWN AND DEFINED HEREIN AS UNITS 1 TO 13, INCLUSIVE.
3. THE FOLLOWING ARE NOT PART OF A UNIT: BEARING WALLS, COLUMNS, VERTICAL SUPPORTS, FLOORS, ROOFS, FOUNDATIONS, BEAMS, BALCONY RAILINGS, PIPES, DUCTS, FLUES, CHUTES, CONDUITS, WIRES, AND OTHER UTILITY INSTALLATIONS, WHEREVER LOCATED, EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNIT, AND EXCEPT ANY SURFACE NOTED HEREIN WHICH MAY FORM A PART OF A COMPONENT ELEMENT OF A UNIT.
4. THE UNITS OF THIS PROJECT ARE NUMBERED AS SET FORTH ABOVE. A UNIT CONSISTS OF ALL THOSE COMPONENT ELEMENTS BEARING AN IDENTICAL NUMBER DESIGNATION WHICH NUMBER DESIGNATION FOLLOWS THE DESIGNATION OF THE COMPONENT ELEMENT. IF THERE IS MORE THAN ONE ELEMENT PER UNIT THE LETTER "A" "B" OR "C" ETC. WILL FOLLOW THE UNIT DESIGNATION (IE: U-1A). THE NUMBER DESIGNATION OF A COMPONENT ELEMENT COINCIDES WITH THE NUMBER OF THE UNIT OF WHICH IT IS A PART. A UNIT CONSISTS OF ALL THOSE COMPONENT ELEMENTS SHOWN HEREON AS COMPRISING A PART THEREOF. WHENEVER REFERENCE IS MADE TO ANY OF SAID UNITS, IT SHALL BE CONSTRUED THAT REFERENCE IS MADE TO THE UNIT AS A WHOLE AND TO EACH AND ALL OF ITS COMPONENT ELEMENTS.
5. THIS CONDOMINIUM PLAN AND THE DIMENSIONS SHOWN HEREON ARE INTENDED TO CONFORM TO CIVIL CODE SECTION 1351 (a). THIS CONDOMINIUM PLAN CONTAINS DIAGRAMMATIC FLOOR PLANS OF THE BUILDINGS OF THE PROJECT TO BE BUILT IN SUFFICIENT DETAIL TO IDENTIFY EACH UNIT, ITS RELATIVE LOCATION AND APPROXIMATE DIMENSIONS. THE DIMENSIONS SHOWN HEREON ARE NOT INTENDED TO BE SUFFICIENTLY ACCURATE TO USE FOR COMPUTATION OF FLOOR AREA OR AIRSPACE VOLUME IN ANY OR ALL OF THE UNITS.
6. THIS CONDOMINIUM PLAN INTENTIONALLY OMITTS DETAILED INFORMATION WITHIN INDIVIDUAL UNITS OF THE FOLLOWING (IF ANY): SKYLIGHTS; INTERNAL PARTITIONING; SOFFITS; STEPS AND STAIRWAYS; PROTRUSIONS OF VENTS, BEAMS, COLUMNS, BAY WINDOWS AND WINDOW CASINGS; AND OTHER SUCH FEATURES.

92-1968445

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

7. EACH OF THOSE AREAS SHOWN ON THIS CONDOMINIUM PLAN BEARING THE LETTER AND NUMBER DESIGNATION "U-1" ETC. IS A COMPONENT ELEMENT OF A UNIT CONSISTING OF A DWELLING AREA. IF THERE IS MORE THAN ONE ELEMENT PER UNIT THE LETTER "A" "B" OR "C" ETC. WILL FOLLOW THE UNIT DESIGNATION (IE: U-1A). EACH OF THOSE AREAS SHOWN ON THIS CONDOMINIUM PLAN BEARING THE LETTER AND NUMBER DESIGNATION "G-1" ETC. IS A COMPONENT ELEMENT OF A UNIT CONSISTING OF A GARAGE AREA. THE LATERAL BOUNDARIES OF EACH SUCH COMPONENT ELEMENT ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, WINDOWS, IF ANY, AND DOORS THEREOF AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREON FOR SUCH COMPONENT ELEMENT. THE LOWER VERTICAL BOUNDARIES OF EACH SUCH COMPONENT ELEMENT ARE THE INTERIOR SURFACES OF THE FLOORS THEREOF AND THE UPPER VERTICAL BOUNDARIES OF EACH SUCH COMPONENT ELEMENT ARE THE INTERIOR SURFACES OF THE CEILINGS THEREOF, BOTH AT THE ELEVATIONS SHOWN HEREON FOR SUCH COMPONENT ELEMENT. EACH SUCH COMPONENT ELEMENT INCLUDES THE SURFACES SO DESCRIBED, THE SURFACES OF ANY BEARING WALLS, COLUMNS AND BEAMS LYING WITHIN ITS BOUNDARIES, THE RESPECTIVE PORTIONS OF THE BUILDING AND IMPROVEMENTS LYING WITHIN ITS BOUNDARIES (EXCEPT AS STATED IN NOTE 3, ABOVE) AND THE AIRSPACE ENCOMPASSED BY ITS BOUNDARIES.
8. EACH OF THOSE AREAS SHOWN ON THIS CONDOMINIUM PLAN BEARING THE LETTER AND NUMBER DESIGNATION "B-1" (IF THERE IS ONLY ONE ELEMENT PER UNIT) OR "B-1A" & "B-1B" (IF THERE IS MORE THAN ONE ELEMENT PER UNIT) IS A COMPONENT ELEMENT OF A UNIT CONSISTING OF A BALCONY AREA. THE LATERAL BOUNDARIES OF EACH SUCH COMPONENT ELEMENT ARE THE EXTERIOR SURFACES OF THE PERIMETER WALLS, WINDOWS AND DOORS OF ANY BUILDING STRUCTURE BOUNDING AND ADJOINING SUCH COMPONENT ELEMENT WHERE SUCH SURFACES EXIST, AND THE INTERIOR SURFACES OF ANY PERIMETER WALLS AND FENCES BOUNDING AND ADJOINING SUCH COMPONENT ELEMENT WHERE SUCH SURFACES EXIST, ALL AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREON FOR SUCH COMPONENT ELEMENT; OTHERWISE, THE LATERAL BOUNDARIES OF SUCH COMPONENT ELEMENT ARE VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREON FOR SUCH COMPONENT ELEMENT. THE UPPER AND LOWER VERTICAL BOUNDARIES OF EACH SUCH COMPONENT ELEMENT ARE THE INTERIOR SURFACES OF THE CEILINGS AND FLOORS BOUNDING SUCH COMPONENT ELEMENT WHERE SUCH SURFACES EXIST AT THE ELEVATIONS SHOWN HEREON; OTHERWISE, THE UPPER AND LOWER VERTICAL BOUNDARIES OF SUCH COMPONENT ELEMENT ARE HORIZONTAL PLANES AT THE ELEVATIONS SHOWN HEREON FOR SUCH COMPONENT ELEMENT.
9. FOR PURPOSES HEREOF, "U.E." MEANS THE UPPER ELEVATION AND "L.E." MEANS LOWER ELEVATION.
10. WALL THICKNESSES BETWEEN ADJACENT COMPONENT ELEMENTS OF A UNIT ARE 0.22 FEET UNLESS OTHERWISE INDICATED.
11. WALL THICKNESSES BETWEEN ADJACENT UNITS ARE 0.66 FEET UNLESS OTHERWISE INDICATED.
12. ALL TIES TO PROPERTY LINES, UNITS AND COMPONENT ELEMENTS OF UNITS ARE AT RIGHT ANGLES FROM THE LINES WHICH THEY JOIN, AND ALL COMPONENT ELEMENT BOUNDARY LINES INTERSECT AT RIGHT ANGLES, UNLESS OTHERWISE INDICATED.

92-1968445

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

13. THE BENCH MARK:
CITY OF BALDWIN PARK B.M. NO. 192
LEAD & PK ON E'LY CURB ON LA RICA AVE.,
APPROX. IN LINE WITH THE CENTERLINE
PROLONGATION OF PALM AVENUE TO THE EAST.
ELEV. = 369.07'.
14. BASIS OF BEARING:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING
N 00° 00' 17" W OF THE CENTERLINE OF LA RICA AVENUE AS
SHOWN ON TRACT NO. 44123, FILED IN BOOK 1059 PAGES 84 AND
85 OF MAPS, RECORDS OF LOS ANGELES COUNTY.
15. IN INTERPRETING DEEDS AND ITS CONDOMINIUM PLAN, THE
EXISTING PHYSICAL BOUNDARIES OF A UNIT IN THE PROJECT, OR
OF A UNIT IN THE PROJECT RECONSTRUCTED IN SUBSTANTIAL
ACCORDANCE WITH THE ORIGINAL PLANS THEREOF, SHALL BE
CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN
THE METES AND BOUNDS EXPRESSED IN THE DEED OR IN THIS
CONDOMINIUM PLAN, REGARDLESS OF SETTLING OR LATERAL
MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR
VARIANCES BETWEEN BOUNDARIES SHOWN ON THIS CONDOMINIUM
PLAN OR IN THE DEED AND THOSE OF THE BUILDING.

ENGINEER'S STATEMENT:

I HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE
STATE OF CALIFORNIA, THAT THIS CONDOMINIUM PLAN CONSISTING OF
¹⁷ SHEETS WAS MADE UNDER MY SUPERVISION AND THAT THIS
CONDOMINIUM PLAN CORRECTLY (1) REPRESENTS THE BOUNDARY OF THE
LAND INCLUDED WITHIN THIS PROJECT AND (2) SHOWS THE PROPOSED
LOCATION OF THE UNITS THEREIN AND IS BASED UPON PROPOSED
BUILDING PLANS.

B 274V

DATED



LAWRENCE N. SPEIGHT, B.C.E. NO. 32215
EXPIRES 12/31/92

92-1968445

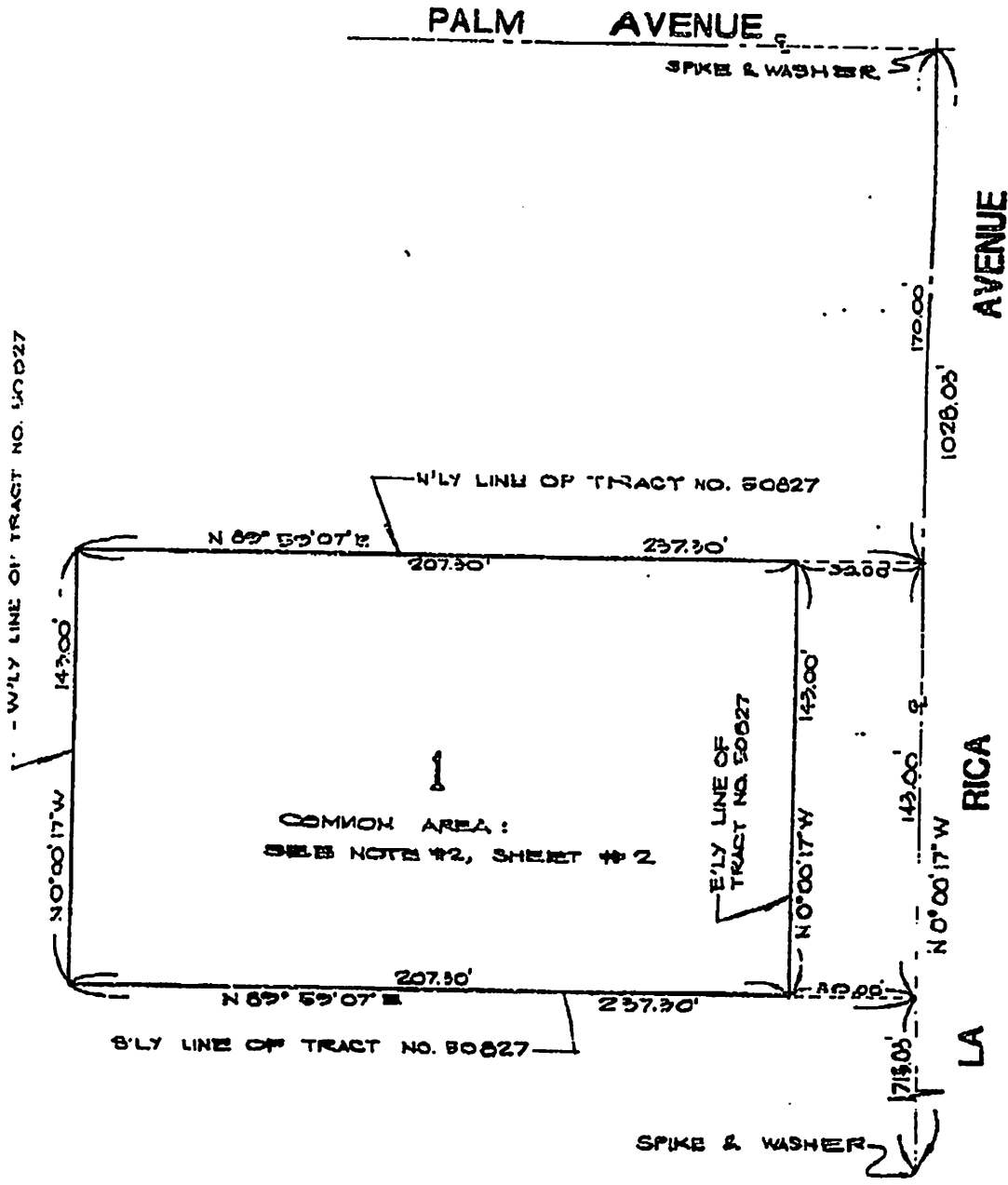
SCALE: 1"=40'

SHEET 5 OF 15 SHEETS

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



92-1968445

SCALE: 1"=30'

SHEET 6 OF 15 SHEETS

43

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

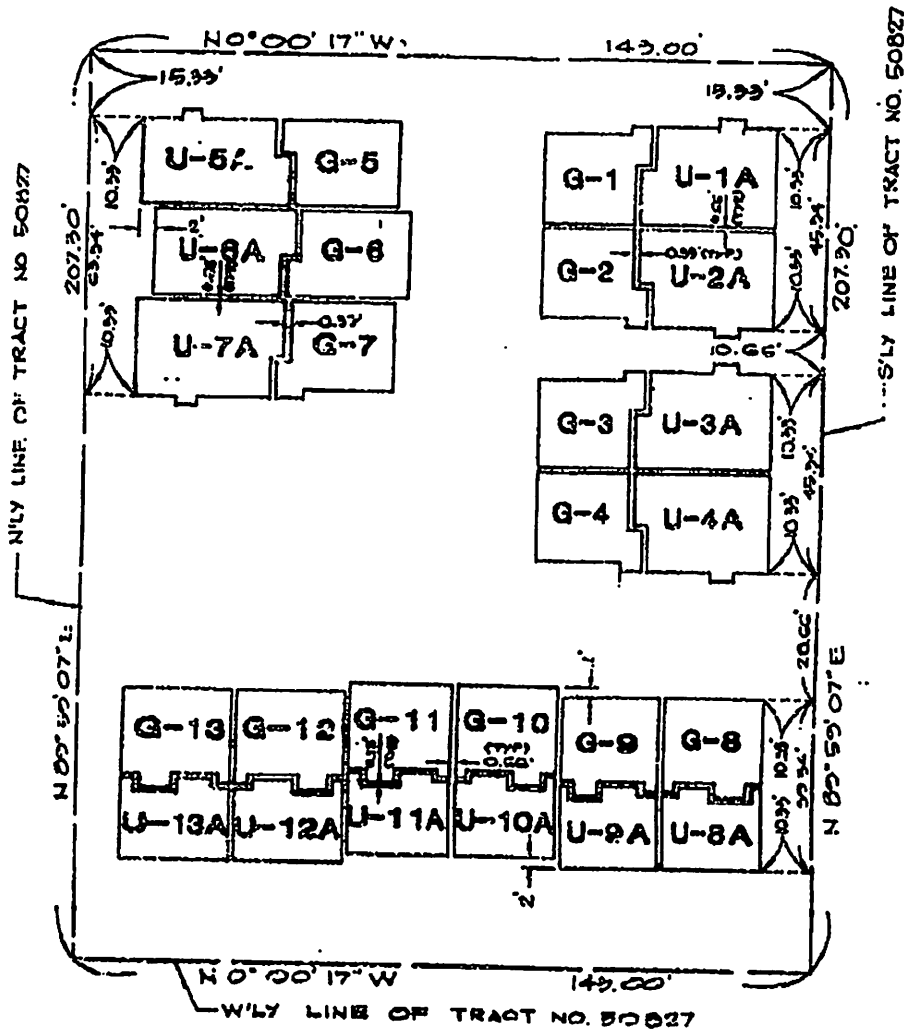
IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE UNIT DETAILS ON SHEETS
8, 9, 10, & 11 FOR DIMENSIONS.

SEE SHEET 15 FOR SCHEDULE
OF ELEVATIONS.

LA RICA

AVENUE



92-1968445

GARAGE & 1ST FLOOR LEVEL

SCALE: 1"=30'

SHEET 7 OF 15 SHEETS 44

A CONDOMINIUM PLAN FOR

TRACT NO. 50827

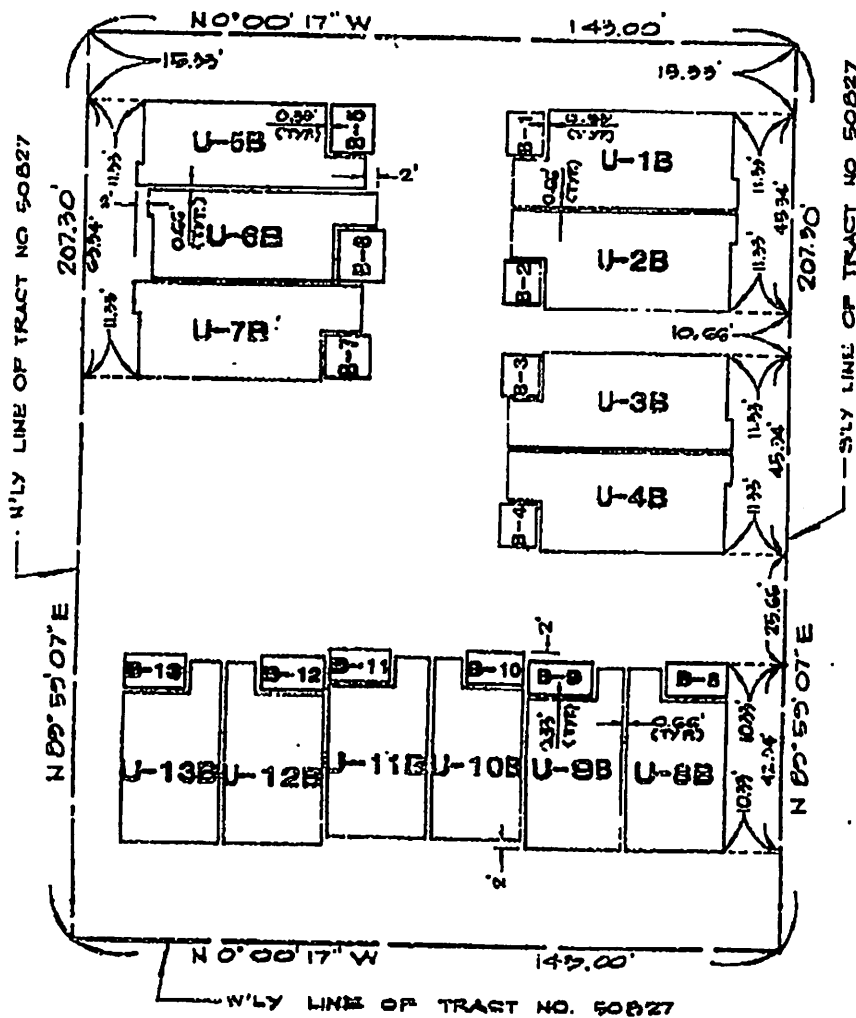
IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE UNIT DETAILS ON SHEETS
12, 13, & 14 FOR DIMENSIONS.

SEE SHEET 15 FOR SCHEDULE
OF ELEVATIONS.

LA RICA

AVENUE



2ND FLOOR LEVEL

92-1968445

SCALE: 1"=8'

SHEET 8 OF 15 SHEETS ⁴⁵

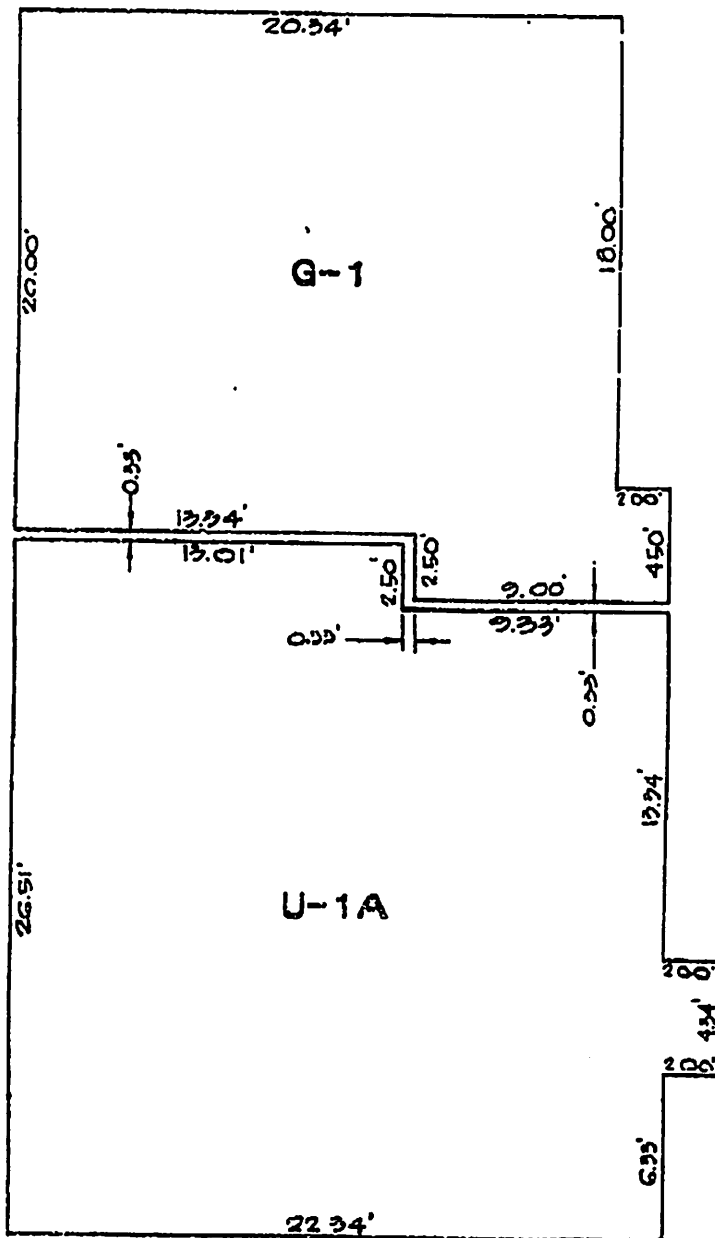
A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF GARAGE & 1ST FLOOR

FOR UNITS 1, 3 & 7
UNITS 2 & 4 ARE REVERSE



TYPICAL UNIT LAYOUT

92-1968445

SHOWN HEREON AS UNIT 1

SCALE: 1"=5'

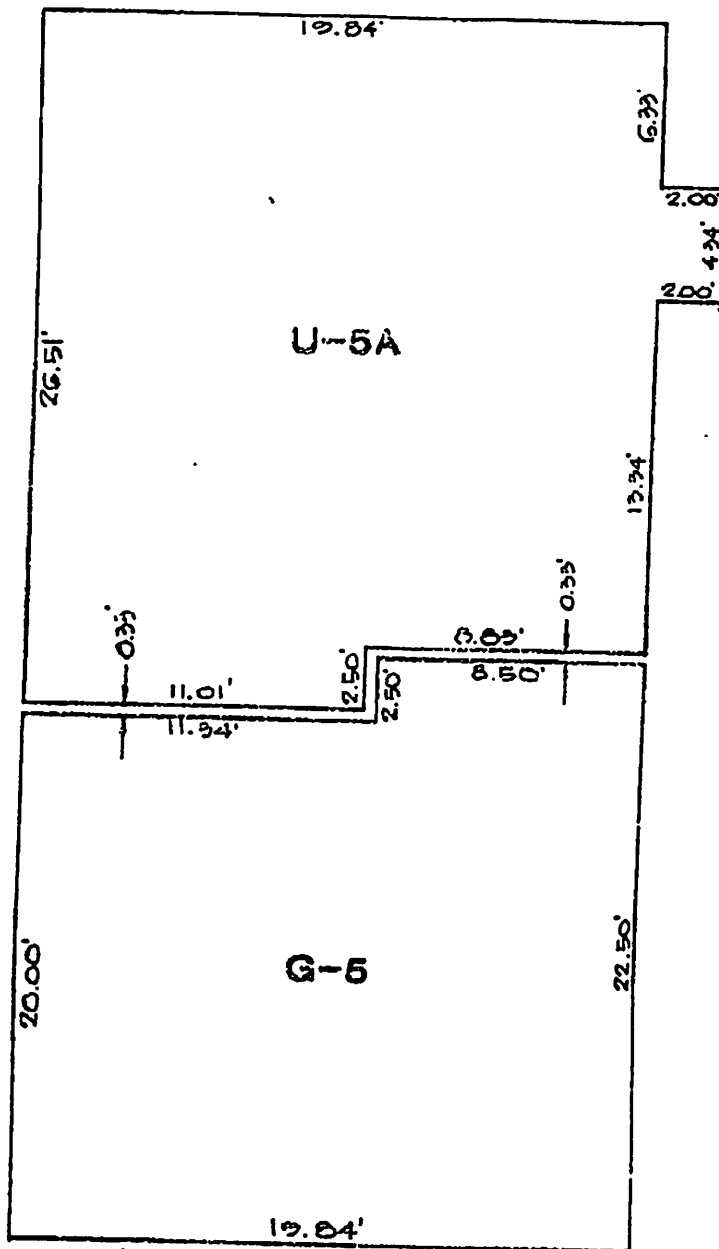
SHEET 9 OF 15 SHEETS 46.

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF GARAGE & 1ST FLOOR
FOR UNIT 5



92-1968445

47

SCALE: 1"=5'

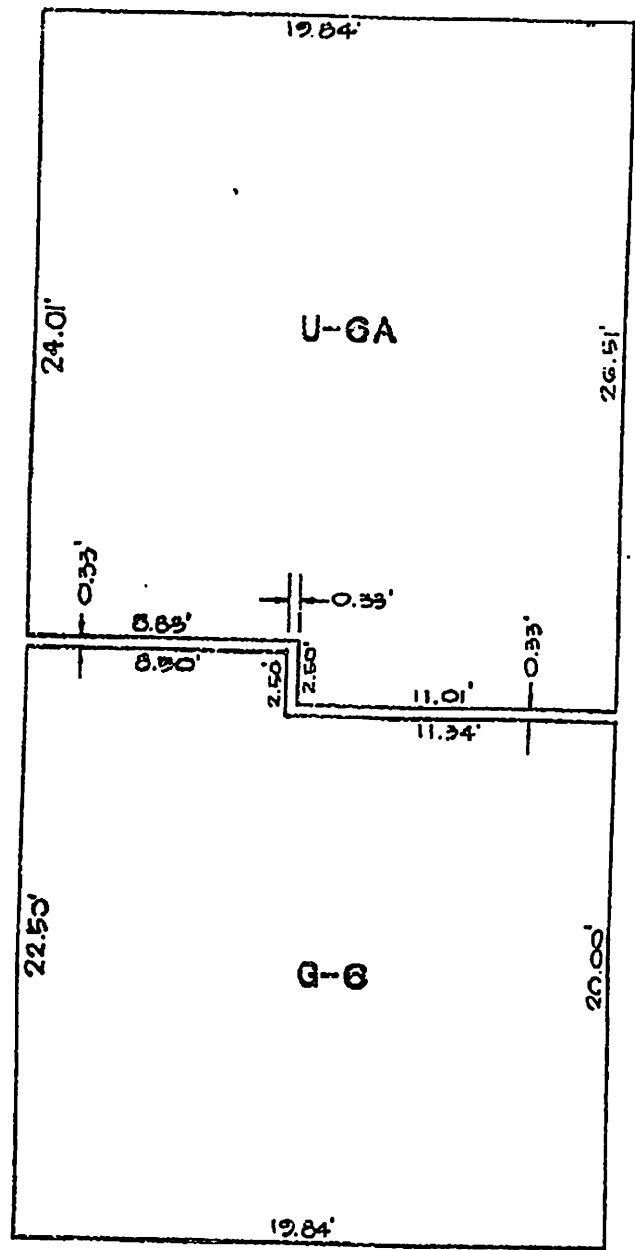
SHEET 10 OF 15 SHEETS

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF GARAGE & 1ST FLOOR
FOR UNIT 8



92-1968445

SCALE: 1"=6'

SHEET 11 OF 15 SHEETS

49

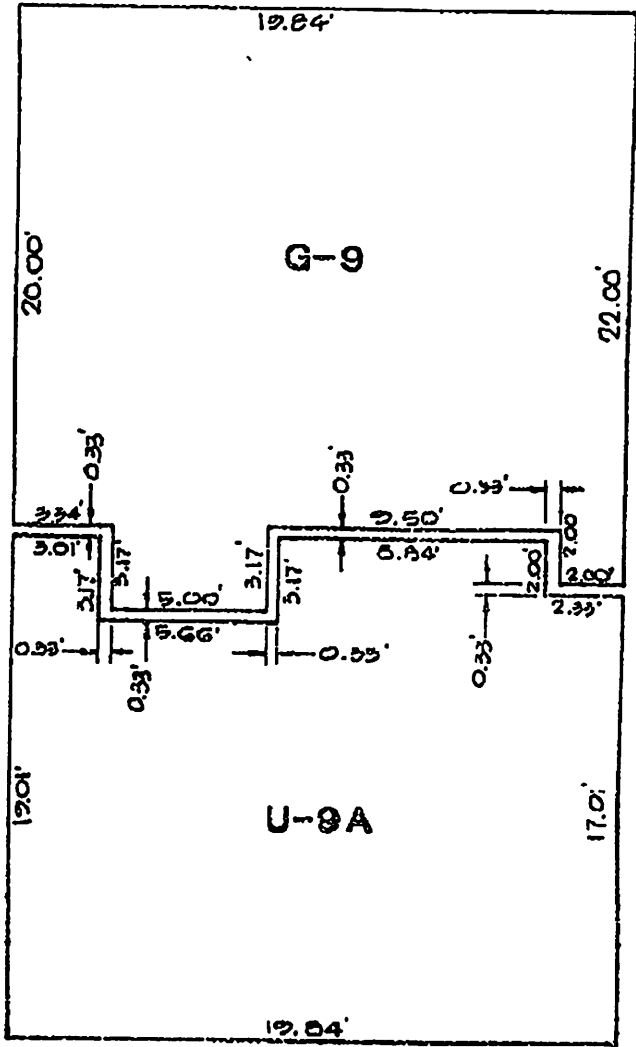
A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF GARAGE & FIRST FLOOR

FOR UNITS 9, 11 & 13
UNITS 8, 10 & 12 ARE REVERSE



TYPICAL UNIT LAYOUT
SHOWN HEREON AS UNIT 9

92-1968445

SCALE: 1"=6'

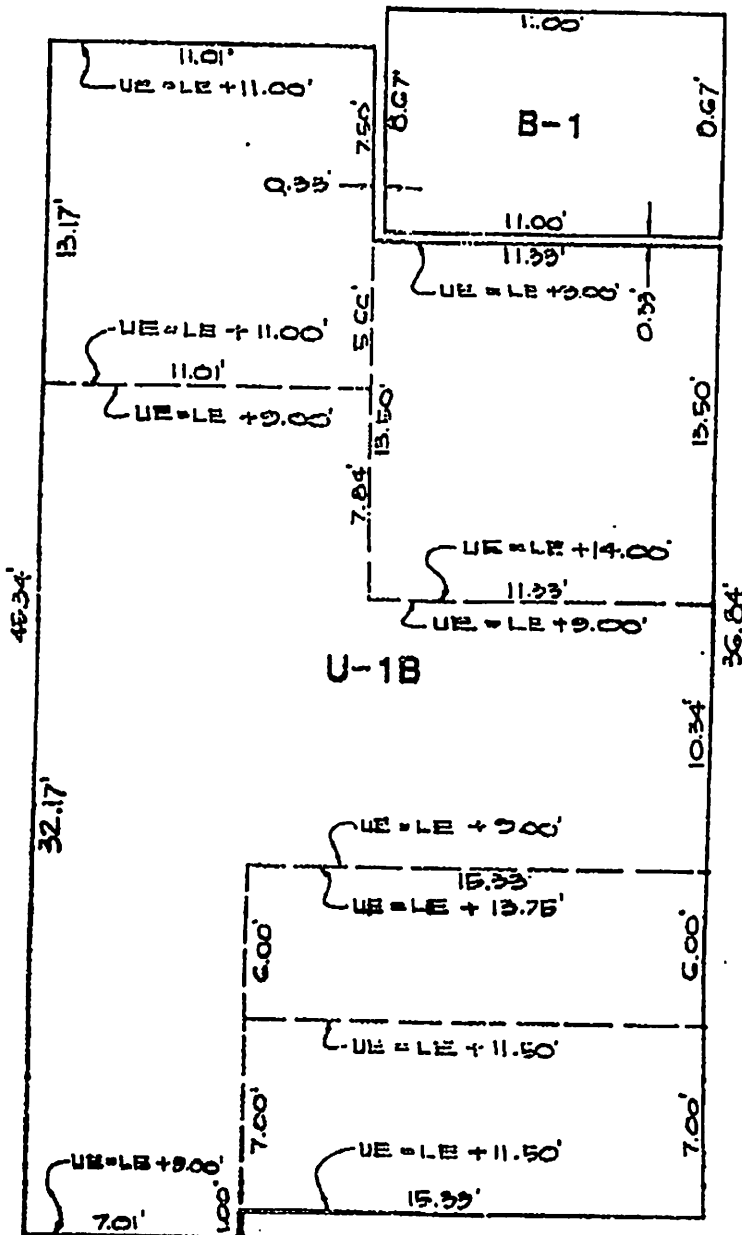
SHEET 12 OF 15 SHEETS 49.

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF 2ND FLOOR
FOR UNITS 1, 3 & 7
UNITS 2 & 4 ARE REVERSE



NOTE: FOR LOWER ELEVATIONS
SEE SHEET 15.

TYPICAL UNIT LAYOUT 92-1968445
SHOWN IN SECTION AS UNIT 1

SCALE: 1"=6'

SHEET 13 OF 15 SHEETS 50.

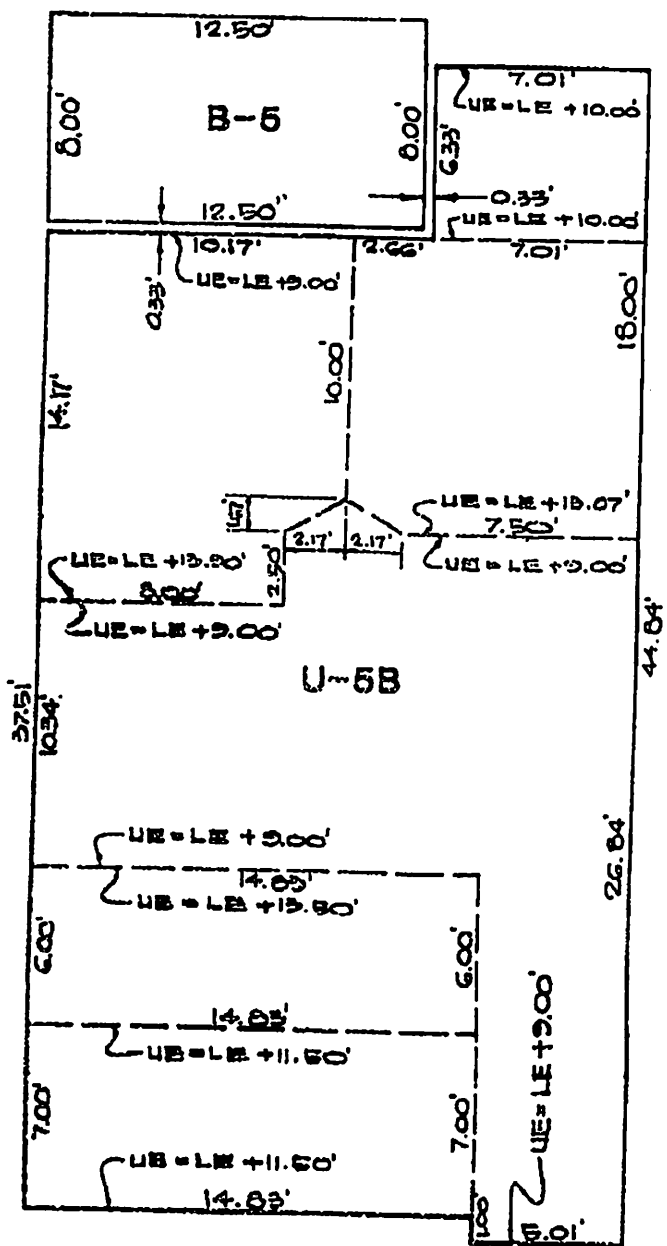
A CONDOMINIUM PLAN FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF 2ND FLOOR
FOR UNIT 5
UNIT 6 IS REVERSE

NOTE: FOR LOWER ELEVATIONS
SEE SHEET 15.



92-1968445

SCALE: 1"=5'

SHEET 14 OF 15 SHEETS

31.

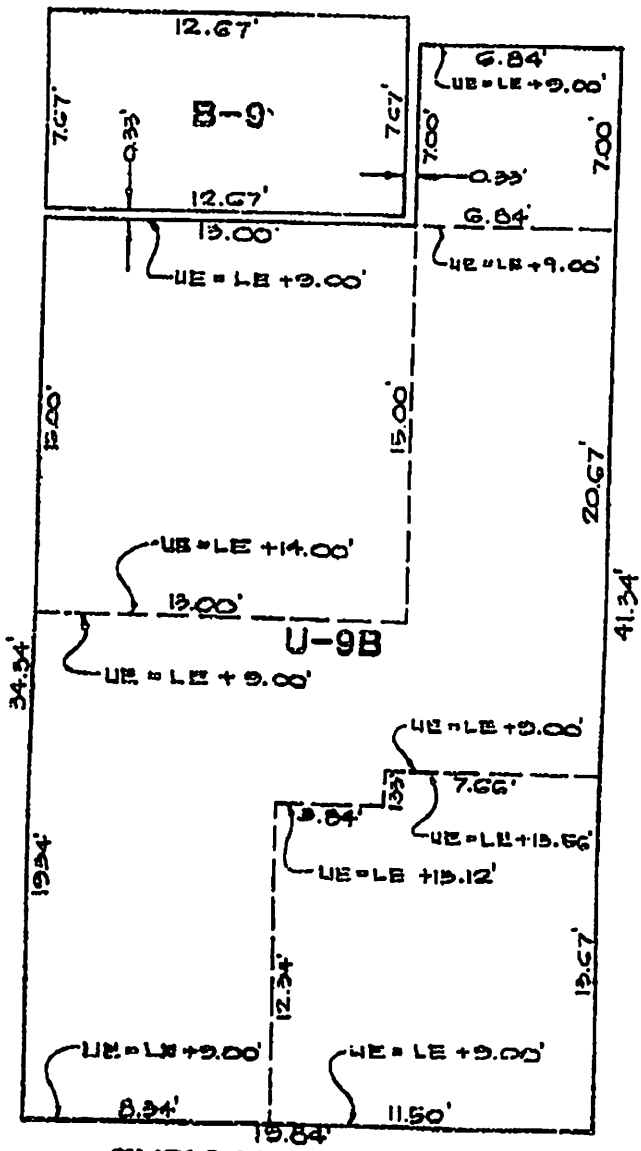
A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

DETAILS OF 2ND FLOOR
FOR UNITS 9, 11 & 13
UNITS 8, 10 & 12 ARE REVERSE

NOTE: FOR LOWER ELEVATIONS
SEE SHEET 15.



TYPICAL UNIT LAYOUT

92-1968445

SHOWN HEREON AS UNIT 9

A CONDOMINIUM PLAN
FOR

TRACT NO. 50827

IN THE CITY OF BALDWIN PARK,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SCHEDULE OF ELEVATIONS

UNIT NO.	ELEMENT	L.E.	U.E.	UNIT NO.	ELEMENT	L.E.	U.E.
1	G-1	367.48	376.90	8	G-8	369.28	378.70
	U-1A	367.90	376.90		U-8A	369.70	378.70
	U-1B	377.90	391.90*		U-8B	379.70	388.70*
	B-1	377.90	386.90		B-8	379.70	388.70
2	G-2	367.48	376.90	9	G-9	369.28	378.70
	U-2A	367.90	376.90		U-9A	369.70	378.70
	U-2B	377.90	391.90*		U-9B	379.70	388.70*
	B-2	377.90	386.90		B-9	379.70	388.70
3	G-3	368.08	377.50	10	G-10	369.28	378.70
	U-3A	368.50	377.50		U-10A	369.70	378.70
	U-3B	378.50	391.90*		U-10B	379.70	388.70*
	B-3	378.50	386.90		B-10	379.70	388.70
4	G-4	368.08	377.50	11	G-11	369.28	378.70
	U-4A	368.50	377.50		U-11A	369.70	378.70
	U-4B	378.50	391.90*		U-11B	379.70	388.70*
	B-4	378.50	386.90		B-11	379.70	388.70
5	G-5	367.98	377.50	12	G-12	369.28	378.70
	U-5A	368.40	377.50		U-12A	369.70	378.70
	U-5B	378.40	391.90*		U-12B	379.70	388.70*
	B-5	378.40	386.90		B-12	379.70	388.70
6	G-6	367.98	377.40	13	G-13	369.28	378.70
	U-6A	368.40	377.40		U-13A	369.70	378.70
	U-6B	378.40	391.90*		U-13B	379.70	388.70*
	B-6	378.40	386.90		B-13	379.70	388.70
7	G-7	367.98	377.40				
	U-7A	368.40	377.40				
	U-7B	378.40	391.90*				
	B-7	378.40	386.90				

NOTE: IN AREAS WHERE THERE IS NO PHYSICAL SEPARATION BETWEEN DEWELLING ELEMENTS A & B THE AIR SPACES ARE DEEMED TO BE JOINED THE SAME AS WITH STAIR CASES BUT ARE NOT DETAILED HEREON.

*: FOR FLOOR ELEVATIONS (U.E.) SEE SHEET 12 FOR UNITS 1, 2, 3, 4 & 7, SHEET 13 FOR UNITS 5 AND 6 AND SHEET 14 FOR UNITS 8 THROUGH 13, INCLUSIVE.

92-1968445