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WHEN RECORDED MAIL TO:

HERBERT J. STRICKSTEIN
LAW CORPORATION
9454 Wilshire Boulevard
Penthouse Suite
Beverly Hills, California 90212

DECLARATION OF ESTABLISHMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS

PARK ELLIOT CONDOMINIUM

Tract 32283
La Puente, California

THIS DECLARATION, is made this 2nd day of August, 1974, by
THOMAS C. BOWLES AND MARY J. BOWLES, Husband and Wife, herein-
after referred to as "Declarant," with reference to the following
facts:

A. On or about the date of recordation of this Declaration
in the Office of the County Recorder of Los Angeles, State of
California, Declarant owns that certain real property (hereinafter
referred to as the "Property") commonly known as Park Elliot Condo-
minium, located at 14448 Amar Avenue, La Puente, California, im-
proved with one hundred ten (110) units, hereinafter re
the "Improvements," and with the Property, the Improve and
all appurtenances and facilities thereof, being hereir col-
lectively referred to as the "Project," all of which : veinafter
more particularly described as follows:

Lot 1 of Tract 32283, as per Map recorded in Book 350,
Pages 28 and 29 of Maps, in the Office of the Cou y
Recorder of Los Angeles County (the "Property.")

B. It is the desire and intention of Declarant to sell
and convey interests in said real property to various individuals
and subject to certain basic protective restrictions, limitations,
easements, covenants, reservations, liens and charges between it
and the acquirers or users of said property, as hereinafter set forth.

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NOW, THEREFORE, pursuant to the provisions of Chapter 1. of Title 6., Part IV of Division 2. of the California Civil Code and Section 1468 of the California Civil Code, Declarant hereby declares that the property, improvements, appurtenances and facilities described herein and as shown on the Condominium Plan, to be recorded in connection with this project, shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved only upon and subject to, the following uniform covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes, all of which are hereby declared, established, expressed and agreed: (1) to be in furtherance of a plan for the subdivision and sale of individual condominiums in a condominium project, as defined in Section 1350 of the California Civil Code; (2) to be for the benefit and protection of the project, its desirability, value and attractiveness; (3) to be for the benefit of the owners of the condominiums in the project; (4) to run with the land and be binding upon all parties having or acquiring any right, title or interest in the project or any portion thereof; (5) to inure to the benefit of every portion of the project and any interest therein; and (6) to inure to the benefit of and be binding upon each successor and assignee in interest of each owner and of Declarant. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant or by the Association (as hereinafter defined) of a condominium in the project, will and hereby is, deemed to incorporate by reference, the provisions of this Declaration, including, but not limited to, covenants, conditions, restrictions, limitations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes contained herein. The provisions of this Declaration shall be enforceable by Declarant, any owner or its or his successor in interest, and shall also be enforceable by the Association, its Board of Directors, or any person, firm, corporation or other association, duly authorized by the Association or its Board of Directors, to enforce all or any one or more of the provisions hereof.

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ARTICLE I

DEFINITION OF TERMS

Whenever used in this Declaration, the following terms shall mean:

1. Declarant, shall mean THOMAS G. BOWLES and MARY J. BOWLES, Husband and Wife, their successors and assigns, if such successors should acquire all or any portion of the property for the purpose of sale and are designated by Thomas G. Bowles and Mary J. Bowles, as the declarant by a duly recorded instrument, executed by Thomas G. Bowles and Mary J. Bowles.

2. Declaration, shall mean this Declaration, as the same may be amended, changed or modified, from time to time.

3. Unit, shall mean the elements of a condominium which are not owned in common with other owners of other condominiums in the project. The boundaries of Units 1 to 110 inclusive are as shown and defined on the Condominium Plan, Exhibit "A" hereto and made a part hereof and shall include a dwelling area and a patio.

4. Common Area, shall mean the entire project, excepting all units therein granted or reserved, subject to all easements and rights of use for parking and overhead storage, described herein and in the document of conveyance through which each owner acquires his condominium. Portions of the Common Area, consisting of carports are hereby set aside and allocated for the restricted use of the respective numbered units, as shown on the Condominium Plan, as such areas are hereby reserved and restricted Common Areas and said areas shall be exclusive and appurtenant to such respective unit.

5. Condominium, shall mean a condominium as defined in Section 783 of the California Civil Code, consisting of an individual interest in common in a portion of a parcel of real property, together with a separate interest in space in a

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residential building on such real property; more particularly, an estate in real property, consisting of an undivided 1/110th interest in the Common Area, together with a separate interest in a unit, as hereinbefore defined in said property.

6. Owner, shall mean the record owner or owners, if more than one, of a condominium in the project, including Declarant, so long as any condominiums remain unsold.

7. Association, shall mean and refer to an incorporated non-profit association, consisting of all owners of condominiums in the project, which entity shall have the duty of maintaining, operating and managing the Common Area of the project in the manner and to the extent provided for herein. Each owner shall become a member of the Park Elliot Condominium Owners' Association, Inc., contemporaneously with his acquisition of a condominium, without further documentation of any kind.

8. Organizational Meeting, shall mean the first meeting of owners, referred to in Article IV hereof, wherein the owners elect a new Board of Directors to manage the Association.

9. By-Laws, shall mean and refer to the duly adopted By-Laws of the Association, as the same may be amended from time to time.

10. Board, shall mean the Board of Directors of the Association.

11. Project, shall mean the entire parcel of real property, divided or to be divided into condominiums, including all structures and improvements thereon.

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12. Property and Improvements, shall mean and include all that real property more particularly described in Lot 1 of Tract 32283, as per Map recorded in the Office of the County Recorder of Los Angeles County, together with one hundred ten (110) units and Common Area, as more particularly shown and described on the Condominium Plan to be recorded in connection with the project.

13. Condominium Plan, shall mean and refer to the Plan prepared and executed with respect to the project.

ARTICLE II

DESCRIPTION OF LAND AND IMPROVEMENTS

Section 1. Condominium Plan Best Authority. The following description is intended for information purposes only and in the event of any conflict between this description and the Condominium Plan, said Plan shall be deemed to conclusively control.

Section 2. Property Description. The property consists of all of Lot 1 of Tract 32283, in the City of La Puente, County of Los Angeles, State of California, as per Map recorded in the Office of the County Recorder of said County. The hereinbefore described real property consists of a rectangularly-shaped plot of land, approximately 4.37 acres in size, located at 14354 Amar Avenue, La Puente, California. Construction has been completed upon said land and improvements consisting basically of seven (7) buildings, housing a total of one hundred ten (110) units, together with a total of one hundred ten (110) car storage spaces contained in carport structures and fifty-three (53) open parking spaces.

Section 3. Property Boundaries. The property has within its boundaries, various units and Common Area, as shown and described on the Condominium Plan.

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Section 4. Description of Individual Condominiums. Each condominium within the project which shall be offered for sale, shall consist of an undivided 1/110th interest as a tenant-in-common in the Common Area, all as more particularly shown on the Condominium Plan.

Section 5. Parking Facilities. Each purchaser of a unit shall be entitled to use a portion of the Common Area, as set forth on the Condominium Plan, of a carport bearing the same numerical designation as his unit. All parking spaces shall be used only for automobiles by owners and their lessees and all such persons shall be required to have and keep in force, property damage insurance on their automobiles. That portion of the carport known as "Overhead Storage," may be used for storage purposes by the unit owners and their lessees, to which unit said carport is an easement appurtenant thereto. Any parking spaces remaining unconveyed after Declarant has sold all the units, will be conveyed to the Association, with the right of the Board on behalf of the Association, to rent or convey said spaces, with or without charge, as the Board may determine to unit owners or their lessees only.

Section 6. Easements. Each owner shall receive as an incident of conveyance of his unit, a non-exclusive easement appurtenant to his unit for ingress, egress and support over, across and through the Common Area and every portion of any building within the project required for structural support of any building within which said unit is located.

ARTICLE III

OWNERS' ASSOCIATION

Section 1. Creation of Association. The owners of condominiums shall constitute an owners' association. Each owner of a condominium, including Declarant, shall be a member of the Association. Association membership shall be appurtenant to condominium ownership and each owner of a condominium shall automatically be a member of the Association. Ownership of a unit shall be the sole qualification for membership in the Association.

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Section 2. Transfer of Membership. The Association membership of each owner (including Declarant) shall be appurtenant to the condominium giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon the transfer of title to said condominium and then only to the transferee of title to said condominium. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium shall operate, automatically, to transfer membership in the Association appurtenant thereto, to the new owner thereof.

Section 3. Control of Common Areas. The Common Areas shall be controlled by the owners in common through their membership in the Association. The Association shall have the responsibility to manage and maintain or cause to be maintained, all of the Common Area, in a state of high quality, so as to keep the whole project in a first class condition and in a good state of repair.

ARTICLE IV

MANAGEMENT OF OWNERS' ASSOCIATION

Section 1. Creation of a Board of Directors. The members of the Association shall hold an organizational meeting of the Association within six (6) months following recordation of a deed, evidencing the initial sale and conveyance by Declarant, of a condominium within the project, at which time, a Board of Directors shall be elected by the members of the Association. Prior to the organizational meeting, the initial Board, named by Declarant, shall manage the affairs of the Association.

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Section 2. Annual Meeting. Annual meetings of owners shall be held at a time to be determined by them at the organizational meeting. At the organizational meeting, and at each annual meeting, the owners shall elect a Board of Directors, consisting of five (5) members, all of whom shall be owners and which may include Declarant, or its representative.

Section 3. Owner Voting Rights. Each unit, regardless of the number of owners thereof, shall be represented in the Association by only one vote, which may be cast only as a unit by the owner or owners thereof. The vote for each such unit may be cast only as a unit and fractional votes shall not be allowed. In the event joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners cast a vote representing a certain unit, it will, thereafter be conclusively presumed for all purposes, that he or they were acting with the authority and consent of all other owners of the same condominium. In the event more than one vote is cast for a particular unit, none of said votes shall be counted and all of said votes shall be deemed void.

Section 4. Election and Removal of Board of Directors.
Cumulative Voting Features.

Every owner entitled to vote at any election of the Board, may cumulate his vote and give one candidate a number of votes equal to the number of Directors to be elected, multiplied by the number of votes to which his unit or units are entitled, or may distribute his vote on the same principle among as many candidates as he desires. The entire Board, or any individual Director may be removed from office by the affirmative vote of fifty-one (51%) percent of the members entitled to vote at an

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election of the Board. However, unless the entire Board is removed, an individual Director shall not be removed if the number of votes against the resolution for his removal exceeds the quotient arrived at when the total number of outstanding votes is divided by one plus the authorized number of Directors. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

Section 5. Voting Proxies. Voting may be carried out either in person or by proxy.

Section 6. Quorum Requirements for Association Meetings. At all meetings of the owners, fifty (50%) percent of owners, present in person or by proxy, shall constitute a quorum and a majority of owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion or the adoption of any resolution, except in connection with the amendment or repeal of this Declaration, as hereinafter set forth in Article XVI or in Article X.

Section 7. Written Notice of Meetings. The Board shall give written notice of the annual meeting or of any special meeting, to each owner, not less than ten (10) days prior to the date of such meeting, by mailing a notice to the last known address of each owner. Any notice for a special meeting shall set forth the time, place and nature of business to be conducted thereat.

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Section 8. Non-Liability of Directors and Officers. No Director or officer of the Association shall be liable for acts or defaults of any other officer or member, or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 9. Indemnification for Performance of Duties. Every Director, officer and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including attorney fees) actually or necessarily incurred by, or imposed upon him, in connection with any claim, action, suit, proceeding, investigation or inquiry, of whatever nature, in which he may be involved as a part, or otherwise, by reason of his having been an officer or member of the Association, whether or not he continues to be such Director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel, selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of, all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

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ARTICLE V

DUTIES AND POWERS OF OWNERS' ASSOCIATION

Section 1. Administration of Project. The owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the By-Laws and such rules and regulations as may be adopted by the Board, and amendments, changes and modifications thereto, as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the By-Laws, or said rules and regulations, the provisions of this Declaration shall prevail.

Section 2. Authority of Board. Prior to the organizational meeting and thereafter, until their successors are elected, the initial Board or its duly appointed successors, shall manage the affairs of the Association. The Board as constituted, from time to time, shall at all times be responsible for the day-to-day operation and management of the affairs of the Association, and shall have the sole power and duty to perform and carry out the powers and duties of the Association, as set forth in this Declaration and the By-Laws, together with the powers and duties otherwise expressly delegated to the Board by this Declaration or the By-Laws, except for action or activity expressly set forth herein or in the By-Laws, or the California Corporations Code, as requiring the vote or assent of members of the Association, or a given percentage thereof. Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

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(a) To enforce the applicable provisions of the Declaration, By-Laws and other instruments for the management and control of the project. The Board shall have the right to adopt reasonable rules and to amend the same from time to time, relating to the use of the Common Area and any recreational and other facilities situated thereon, by owners and their tenants or guests and conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry and other activities which if not so regulated might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the owner whose occupants leave property on the Common Area in violation of the rules, may be assessed to cover the expense incurred by the Directors in removing such property and storing or disposing thereof. The Directors may provide in such rules, for reasonable rental charges to be made with respect to the use of any storage areas or facilities which may exist upon the Common Area, provided that such charge shall, in no way, impose liability upon the Directors or any of their members for damage or loss to property so stored, it being intended that the use of any such storage area or facility be solely at the risk of the person using the same. A copy of such rules and all amendments thereto shall be mailed to each owner and a copy shall be posted in one or more places on the Common Area, where the same may be conveniently inspected.

(b) To pay taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

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(c) To delegate its powers to committees, officers or employees.

(d) To contract for materials and/or services for the Common Area or the Owners' Association, with the term of any service contract limited to a duration of one year, except with the approval of a majority of members of the Association.

(e) To maintain the Common Area, all improvements thereon and all utilities thereunder, except those maintained by public utility companies, in good, clean, attractive and sanitary order and repair.

(f) To operate all recreational equipment and facilities located within the Common Area.

(g) To repaint exterior surfaces of all buildings situated on the properties, as such repainting is required, in order to preserve the attractiveness of the community. Painting of exterior surfaces shall be deemed to include front doors, shutters, window trim, pot shelves, masonry, exterior walls, underneath side of roof overhang and garage doors.

(h) To maintain the portion of the project not occupied by the units in good, clean, attractive and sanitary order and repair.

(i) To maintain, repair and paint the roofs of all buildings situated on the properties.

(j) To pay premiums, taxes and other assessments against the Common Area, if any.

(k) To meet the costs of any liability insurance and fire insurance of Common Area, fidelity bonds, Board of Director errors and omissions insurance, out-of-pocket expenses of the Board relating to the operation of the Association, legal

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and accounting fees and, including without limitation, fees of any manager heretofore provided and a reasonable reserve for contingencies with respect to the Common Area.

(1) To contract for fire, casualty, liability and other insurance on behalf of the Owners' Association. The Board shall carry fire insurance with extended coverage endorsement or other form of coverage providing protection equal to or greater than the amount of the full insurable replacement value (as determined by appraisal or such other method as shall be deemed appropriate by the Board and be acceptable to the insurance carrier and reviewed at least annually), of all buildings, structures and other improvements (including furnishings and equipment related thereto), situated upon the Common Area, excluding trees, shrubs and other foliage, if the Board so elects. Such insurance shall be payable to the Board. In the event of damage to or destruction of any building, structure or other improvement, situated upon the Common Area, the Board shall cause the same to be repaired, rebuilt or replaced. In the event the cost of such repair, rebuilding or replacement exceeds the insurance proceeds payable by reason of said damage or destruction, the amount of the difference shall be prorated among the owners and assessed to such owners in accordance with the provisions of Article VI. In the event the amount of such insurance proceeds exceed the cost of such repair, rebuilding or replacement, the surplus shall be retained by the Association and shall be taken into consideration in determining the amount of the annual assessment for the next budget period.

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Further, the Board shall carry a blanket policy or policies of casualty insurance with a special form all-risk coverage endorsement, for the full insurable replacement cost, from time to time, of the Common Area and the units (or such other blanket fire and casualty insurances give substantially equal or greater protection) insuring the Board, the Association, the owner or owners of each unit hereunder, and their mortgagee or mortgagees, as their respective interests may appear, against loss due to fire and/or other casualty customarily insured against by homeowners, which policy or policies may provide for separate protection for each unit to the full insurable replacement cost thereof, and a separate loss-payable endorsement in favor of the mortgagee or mortgagees of each unit, if any, and shall contain provisions to the extent possible, protecting against any reduction in the amount of the proceeds payable, as a result of any fire or similar insurance independently carried by any owner of or in respect of any unit. The Board shall carry a policy or policies insuring the Association, the Board and each and all of the owners and management agent, if any, against any liability to the public or to the owners or any other person, resulting from or incident to, the ownership, management and use of the project by the Association, the Board, the owners, their invitees and tenants, and members of the public, the liability limits under which insurance shall not be less than \$300,000.00 for the total personal injury from any one accident; \$100,000.00 personal injury to one person; and \$100,000.00 for property damage (such limits to be reviewed annually by the Board

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and increased in its discretion). The Board shall have authority to obtain such errors and omissions insurance or other insurance as it deems advisable, insuring the Board and each member thereof, against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board, or any committee thereof. The premiums for insurance purchased pursuant to the foregoing, shall be payable out of the maintenance fund. If any additional insurance is required due to extra hazardous use made of any unit or because of improvements to any unit installed by its owner, which increases the premiums for the required amount of coverage, the costs thereof shall be assessed to the owner of such unit. In order to facilitate the provision and maintenance of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage, covering the entire project prior to or concurrently with the financing of such sales and any obligations or commitments for the payment of premiums or expenses otherwise incurred by Declarant, under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any units, shall become an obligation of the Board and shall be paid out of the maintenance fund as provided herein. The owner of any unit may purchase such fire and casualty insurance as he may deem advisable for his own account and at his own expense, except that the carrying of any insurance individually by any owner, shall not relieve him of the obligation to pay such portion of assessments as may be made, from time to time, for the purpose of paying premiums or other charges on fire and

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casualty insurance carried or contracted for by the Board, for the benefit of the entire project, and provided that, any such insurance shall contain a loss-payable clause in favor of such owner's mortgagee or mortgagees and the Board, as their respective interests may appear. No such insurance coverage or the terms of any such insurance policy, shall defeat or contravene the purposes and intent of Article X (Damage and Destruction) hereof. Additionally, the Board shall purchase and carry flood hazard insurance in the maximum amount available, in the event that the area in which the project is located is designated by the Office of Housing and Urban Development as an area having special flood hazards. All insurance policies purchased by the Board for the mutual benefit of all owners shall contain a provision that each owner will receive a notice from the insurance company that said policy is in effect and that each owner will receive thirty (30) days notice prior to cancellation or termination of said policy, for any reason whatsoever.

(m) To enter upon any privately owned lot or unit, where necessary in connection with construction, maintenance or repair for the benefit of the Common Area or the owners-in-common.

(n) To send to each member of the Association, at least ten (10) days written notice of annual and special meetings, specifying the date, place and time of the meeting as well as the nature of business to be undertaken thereat.

(o) To prepare or cause to be prepared, an annual operating statement, reflecting income and expenditures of the Association for its fiscal year; to cause distribution of said annual operating statement to each member of the Association within ninety (90) days after the end of the fiscal year.

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(p) To establish and collect regular assessments to defray expenses attributable to ownership, use and operation of Common Areas and facilities, with said assessments to be levied against each owner, including Declarant, according to the fractional interest in the Common Area owned by each owner.

(q) To establish and collect special assessments for capital improvements or other purposes, on the same basis as regular assessments.

(r) To file liens against condominium owners on account of non-payment of assessments, duly levied, and to foreclose said liens.

(s) To receive complaints concerning violations of the Restrictions, By-Laws and/or other instruments for management and control of the Association; to hold hearings to determine whether or not to discipline members of the Association who violate said management documents; to suspend use privileges and voting rights of members who violate said management documents after a hearing on the alleged violation has been held, pursuant to the provisions of the By-Laws.

(t) To acquire and hold, for the benefit of the unit owners, tangible and intangible personal property, and to dispose of same, by sale or otherwise.

(u) To bond any members of any management body which participates in the management of the affairs of the Association.

(v) Any professional management body, selected by Declarant or by the initial Board, prior to the organizational meeting, shall be employed to manage, only until the first annual

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owners' meeting, at which time, the continuance of the same or the selection of another body or agent, shall be determined by majority vote of the owners; neither Declarant nor its agent or the initial Board, shall enter into any contract which binds the Board for a period in excess of one year, unless reasonable cancellation provisions are included in such contract.

(w) The Board shall carry workmen's compensation insurance, covering all persons employed by it, in performing its responsibilities under this Declaration and may obtain fidelity bonds for such of its employees as it may deem advisable.

(x) With respect to each contract made by the Board for repainting of exterior surfaces of buildings and carports, and each contract for work and/or materials related to the maintenance, repair, rebuilding or replacement of any building, structure or other improvement situated upon the Common Area, in which the amount to be paid by the Board exceeds \$500.00, the Board shall secure at least three bids from responsible contractors and shall accept the lowest bid so obtained. If the amount of the contract exceeds the sum of \$1,000.00, the Board shall require the contractor to furnish a completion bond, assuring completion of the work and payment of all labor and materials bills for which a lien on the Common Area or any residential unit could be claimed. The Board shall require from each contractor which it engages, satisfactory evidence that adequate workmen's compensation and liability insurance is carried with respect to the employees and activities of such contractor. In cases where a completion bond is not required, the Board shall require labor and materials releases to be furnished by the contractor, prior to making payment to such contractor, unless the Board deems such requirement to be impractical or unnecessary to afford protection against liens.

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ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien - Personal Obligation of Assessments.

Declarant, for each unit owned by him within the project, hereby covenants and each owner of any unit within the project, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular monthly assessments or charges; (2) special assessments for capital improvements; and (3) emergency assessments; such assessments to be fixed, established and collected from time to time, as hereinafter provided. The regular monthly, special and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the condominium against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article VI. Each such assessment, and all other assessments levied in accordance with this Declaration, together with late charges, interest, costs, penalties and reasonable attorney's fees, as provided for herein, shall also be the joint and several personal obligation of each person who was the owner of such unit at the time the assessment fell due.

Section 2. Basic Maximum Amount of Regular Monthly Assessments.

(a) Initial Regular Monthly Assessment. Each owner shall be obligated to pay to the Board, or a designated member thereof, or to the manager, if any, an initial monthly maintenance charge, as indicated on Exhibit "B" hereto and made a part hereof.

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(b) Increase of Monthly Assessment by Board.

Any increase or decrease in said monthly maintenance charge for the entire project may be made by and from time to time, and shall be fixed by affirmative vote of a majority of the Board; such increase or decrease shall be made to each owner according to his fractional interest in the Common Area.

(c) Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for assessment, a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified unit have been paid and the amount of the delinquency, if any. A charge of \$10.00 per certificate may be made by the Board for issuance of said certificate. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 3. Special Assessments for Capital Improvements and Emergency Needs.

In case the regular monthly maintenance charge, described in Section 2.(a) hereof, is insufficient for any reason, the Board shall have the authority to levy a special assessment to make up the deficiency in the maintenance fund, on the same basis as a regular assessment. However, on any proposed special assessment, in excess of \$1,000.00, the Board shall not be authorized to either levy or spend such special assessment, unless and until the prior approval of a majority of the owners affected (exclusive of Declarant), authorizing both the collection of the special assessment and the spending thereof.

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Section 4. Payment of Assessment by Declarant. Upon the close of escrow of the first condominium in the project, Declarant shall be obligated to pay the monthly maintenance charge and assessments hereinbefore provided, for each unsold condominium.

Section 5. Date of Commencement of Assessments - Due Dates. Regular assessments shall be paid by each owner in equal monthly installments, in advance, on the first day of each month, commencing upon the close of the sales escrow for each particular unit, and prorated through escrow to the date of close of escrow for the month in which escrow closes. Special and emergency assessments shall be paid within thirty (30) days of receipt of a request to pay same. Declarant shall pay assessments for all unsold units, beginning the first day of the month immediately following the date of recordation of a deed to the first purchaser of a condominium.

Section 6. Maintenance Fund. Assessment charges so collected shall be promptly deposited in a commercial bank account in a bank to be selected by the Board or by the manager, if any, which account shall be clearly designated: Park Elliot Condominium Owners' Association Maintenance Fund Account. The Board or the manager, as the case may be, shall have exclusive control of said account and shall be responsible to the owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from said account, except to pay for the charges and expenses for the common benefit of all owners.

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Section 7. Effect of Non-Payment of Assessments - Lien Rights - Remedies of the Association.

Every owner, including Declarant, shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further, agree to the enforcement of such assessments in the manner provided for in this Declaration.

(a) Delinquency. The assessment charge which each owner is obligated to pay, shall be a debt of each owner at the time each monthly installment becomes due. In the event of default by any owner in the payment of any such installment, such amounts as may be in default, together with interest thereon at the rate of seven (7%) percent per annum, and all costs which may be incurred by the Board or manager, in the collection of such charges, including reasonable attorney fees, shall be and become a lien upon the condominium of the defaulting owner, upon the recording in the Office of the County Recorder, a Notice of Assessment, as provided in Section 1356 of the Civil Code of California.

(b) Notice of Creation of Assessment Lien. The Notice of Assessment shall not be filed of record unless and until the Board or a person designated by it, shall have delivered to said defaulting owner, not less than fifteen (15) days prior to the recordation of such Notice of Assessment, a written Notice of Default and a demand upon the defaulting owner to cure same within said fifteen (15) day period and failure of the defaulting owner to comply. Said lien shall expire and be null and void, unless within thirty (30) days after recordation of said Notice of Assessment, the Board records a Notice of Default, as hereinabove provided.

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(c) Notice of Default - Foreclosure Sale. Not less than ten (10) days nor more than thirty (30) days from the filing of said Notice of Assessment, the Board shall file of record, a Notice of Default and thereafter may cause the condominium of said defaulting owner to be sold in the same manner as a sale as provided in Section 2924 et. seq. of the California Civil Code or through judicial foreclosure.

(d) Enforcement of Lien by Suit. The sale of said condominium must be held or legal action to enforce the lien must be instituted, within one hundred fifty (150) days of the recording of the Notice of Default, or said lien shall be deemed void and of no effect. If any action is filed by the Board to enforce the provisions of this Article, any judgment rendered against the defaulting owner shall include all costs and expenses and reasonable attorney fees, necessarily incurred in prosecuting such action. If any such default is cured prior to sale or prior to filing a judicial foreclosure, the Board shall cause to be recorded, a certificate setting forth the satisfaction of such claim and release of such lien, upon payment of actual expenses incurred, including reasonable attorney fees, not to exceed \$50.00 by such defaulting owner.

Section 8. Homestead Waiver. Each owner does hereby waive to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law of the State of California, in effect at the time any installment of maintenance charges become delinquent or any lien is imposed, pursuant to the terms hereof.

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Section 9. Curing of Default. Upon the timely payment or other satisfaction of all delinquent assessments set forth in the Notice of Assessment filed and recorded in accordance with this Article, and all other assessments which have become due and payable with respect to the condominium as to which such Notice of Assessment was filed and recorded, following the date of such recordation, together with all costs (including reasonable attorney fees) and all late charges and interest which have accrued thereon, the Board shall cause to be filed and recorded a further notice, stating the satisfaction and release of the lien created by the Notice of Assessment. A fee in the amount of \$10.00 covering the cost of preparation and recordation of the Notice of Release and satisfaction, shall be paid to the Association prior to the execution, filing and recordation of such Notice of Release and satisfaction, by the Board. The Notice of Release and satisfaction of the lien created by the Notice of Assessment, shall be executed by any officer of the Association or by any authorized representative of the Board. For the purposes of this paragraph, the term, "costs," shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent assessments secured by the lien created by the Notice of Assessment, and shall also include a reasonable sum for attorney fees actually incurred in an amount not to exceed twenty (20%) percent of the delinquent assessments secured by the lien created by the recordation of the Notice of Assessment.

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Section 10. Priority of Assessment Lien - Subordination of Lien.

Any lien created or claimed under the provisions of this Declaration, is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust upon the entire project, or upon any condominium therein, made in good faith and for value, and no such lien shall, in any way, defeat, invalidate or impair the obligation or the priority of such first deed of trust, unless the beneficiary thereof, shall expressly subordinate his interest, in writing, to such lien.

Section 11. Rights of Board - Waiver of Owners. Each owner hereby vests in and delegates to the Board or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise, against any owner or owners for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement in accordance with this Declaration of the obligation to pay assessments as set forth herein.

Section 12. Declarant's Maintenance Obligations. From and after the sale of the first condominium unit, Declarant shall be obligated to pay to the Association, assessments against all condominiums owned by Declarant, in the same manner and amount as such assessments are imposed upon owners of condominiums other than Declarant, provided that such obligation shall terminate as to the Declarant, as to condominiums sold by Declarant upon recordation of the deed of conveyance with regard thereto.

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Section 13. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, their guests and invitees, and in particular, shall be used for the purpose of improving, protecting, operating, and maintaining the Common Area and facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of the Common Area and the units and otherwise, providing for the performance by the Board, of each and every of the powers and duties of the Board.

ARTICLE VII

USE RESTRICTIONS

Section 1. One Use, Business Usage Prohibited. All units in the project, above described, shall be used solely for single family residences.

* Section 2. Maintenance of Unit. The owners shall maintain in good repair, the interiors of their units, and shall have the exclusive right, at their sole cost and expense, to paint, re-paint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding their respective units. If an owner fails to so maintain his unit or make repairs thereto, in such manner as may be deemed necessary in the judgment of the Board, to preserve and protect the attractive appearance and value of the project, the Board shall give written notice to such owner, stating with particularity, the work of maintenance or repair which the Board finds to be required, and requesting that same be carried out within a period of sixty (60) days from the giving of such notice. If such owner

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fails to carry out such maintenance or repair within the period specified by the Notice, the Board shall cause such work to be done and shall assess the cost thereof to such owner, such assessment to be due and payable within thirty (30) days after the Board gives written notice hereof.

Section 3. Other Structural Changes. No owner shall, at his own expense or otherwise, make any alteration, addition or modification to the building in which his unit is located or to any part or portion of the Common Area, without the prior written approval of the Board. With respect to the installation of awnings, sunshades, screen doors and other minor installations to any individual unit, the prior written consent of the Board shall be exercised with a view toward promoting uniformity and thereby enhancing the attractiveness of the property as a whole. No radio or television receiving or transmitting antennae or external apparatus shall be installed on or upon any unit, or in, on or upon any part of the Common Area, without prior written approval of the Board. Normal radio and television installations within an individual unit are excepted.

Section 4. Signs. Any sign, other than a sign indicating the name of the project and/or the professional management agent managing the project, if any, shall be prohibited. Should an owner desire to sell or lease his unit, he shall be allowed to display a sign of customary and reasonable dimension, advertising his unit for sale or lease, which sign shall be of a professional type and of dignified appearance and shall be placed in some appropriate location on the Common Area open to public view.

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Such sign may be the sign of a licensed real estate broker, engaged by an owner for the purpose of selling or leasing his unit. Nothing herein contained shall prohibit or restrict in any way, Declarant's right to construct such promotional signs or other sales aids on or about any portion of the premises which it shall deem reasonably necessary in conjunction with its original sales program.

Section 5. Offensive Activity. No owner shall permit or suffer anything to be done or kept upon the project which shall increase the rate of insurance thereon, or which shall obstruct or interfere with the rights of other owners or annoy them by unreasonable noises or otherwise nor shall he commit or permit any nuisance on the project, or commit or suffer any immoral or illegal act to be committed thereon. Each owner shall comply with all applicable ordinances and statutes and with the requirements of the local and/or state Board of Health with respect to the occupancy and use of his unit.

Section 6. Owner Liability. Each owner shall be liable to the Board for any damage to the Common Area or to any of the equipment or improvements thereon, which may be sustained by reason of the negligence or willful misconduct of said owner or of his family members, relatives, guests or invitees, both minor and adult, to the extent that any such damage shall not be covered by insurance; said owner shall be assessed by the Board, for the cost of repair or replacement thereof, together with costs and attorney fees, such assessment to be due and payable within thirty (30) days after written notice thereof by the Board. In the case of joint ownership of a condominium, the liability of such owners

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shall be joint and several. In the event of personal injury or property damage sustained by any one person while physically within the unit or private patio of any owner, and in the further event any other owner shall be sued or a claim made against him for said injury or damage, the owner or owners of the units in which said injury or damage occurs, shall fully indemnify and hold harmless any such other owners against whom such claim shall be made and shall further defend any such other owners, at their own expense in the event of litigation of such claim; provided, however, that such protection shall not extend to any other owner whose own negligence may have caused or contributed to the cause of any such injury or damage.

Section 7. Common Area Improvements. No fences, hedges or walls shall be erected upon the Common Area, except such as are installed in accordance with the initial construction of the buildings located thereon, or approved in writing by the Board and further, no building, structure, fence or wall shall be constructed upon any of the open spaces unless approval for such construction has been specifically obtained from the appropriate department of the City of La Puente.

Section 8. Child Provision. No children under the age of sixteen (16) may permanently reside in any unit. Each owner shall be accountable to the remaining owners for the conduct and behavior of children temporarily residing or visiting his unit. Children under the age of sixteen (16) may temporarily reside or visit any unit for a continuous period not in excess of two weeks during any six month period.

Section 9. Parking Restrictions. No automobile, trailer, camper, boat or other similar-type vehicle shall be permitted to remain on any portion of the Common Area, except for those areas designated as "guest parking" by the Board for a period not to exceed twenty-four (24) hours. No owner shall park his

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vehicle or allow his guests and/or tenants to park their vehicles in any space other than that assigned to the owner and any spaces designated as "guest spaces."

Section 10. Rubbish. Trash, rubbish, trash bins and trash receptacles shall not be permitted to remain on any portion of the Common Area, except on the day(s) scheduled for trash and/or rubbish collection.

Section 11. Pets. No animal, poultry, bird or reptile may be kept upon any portion of said property, either: (a) for commercial purposes; or (b) for any purpose if there would be involved an odor or noise such as unreasonably disturbs the comfort of any occupant of the property in such vicinity. No nuisance of any kind shall be permitted to exist upon said property. No pigs, goats or hogs shall be kept upon said property. No dogs or cats are allowed in the project. Any inconvenience, damage or unpleasantness caused by domestic pets, such as parakeets, canaries and the like, shall be the responsibility of the respective owners thereof.

Section 12. Association Maintenance and Decoration Authority. The Board or its duly appointed agent, including the manager, if any, shall have the exclusive right to paint, decorate, repair, maintain and alter or modify the exterior walls, railings, exterior door surfaces, roof and all installations and improvements in the Common Area, and no owner of a unit shall be permitted to do or have done, any such work. The prior written approval of the Architectural Committee shall be required for installation of any awnings, sunshades, or screen doors. The restrictions set forth herein shall not apply to the initial construction of buildings and improvements by Declarant.

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Section 13. Exploration of Minerals. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the project, or within five hundred (500) feet below the surface of the property, and no derrick or other structure designed for use in boring for water, oil or natural gas, shall be erected, maintained or permitted upon any portion of the project.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Owner Key Deposit for Emergency Repair--
Right of Entry.

The Board shall have authority to designate one or more qualified repairmen or other persons, to enter upon and within any individual unit, in the presence of the owner thereof, or otherwise, for the purpose of making emergency repairs therein or for necessary maintenance or repair to portions of the Common Area; or to abate any nuisance being conducted or maintained in said unit in order to protect the property rights and best interests of the remaining owners. To facilitate this paragraph, all owners shall deposit with the property manager, or his nominee, a key to their units.

Section 2. Continuing Liability for Assessments. No owner may exempt himself from liability for his specified contribution to maintenance fund, by waiver of the use or enjoyment of the Common Area or by the abandonment of his condominium.

Section 3. No Racial Restrictions. No owner shall execute or file of record, any instrument which imposes a restriction upon the sale, lease or occupancy of his unit, on the basis of race, color or creed.

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Section 4. Books and Records of the Association. Books and records of the Association and books and records of any agent thereof, pertaining to the maintenance fund and any other funds may be inspected or audited by any owner of his duly authorized representative, for such purposes, at all reasonable times. Such representative shall be either an attorney or a public accountant. The Board shall also cause an annual audit of the account or accounts of the Association and shall deliver a copy of such annual audit to each owner within ninety (90) days after the end of the fiscal year. If any additional audit, beyond the annual independent audit, is desired by an owner, it shall be at the expense of such owner desiring the same.

Section 5. Taxes. Each owner shall pay any real and personal property taxes separately assessed against his respective unit and all utility charges separately metered or charged against his unit and such payments shall be made by each owner in addition to and separately from assessments otherwise payable to the Association by each such owner.

Section 6. Enforcement of Declaration, By-Laws, Rules and Regulations.

The owners or any one of them, or any member of the Board or the Board acting on behalf of the owners, or the City of La Puente, shall be entitled to bring legal action for damages against any owner who shall default in the performance of any of the provisions hereof, the By-Laws, or rules and regulations promulgated by the Board for the protection of this project, including but not limited to, the covenant to pay assessment charges. Further, said persons shall be entitled to enjoin any violation of said Declaration, By-Laws, rules and regulations, and shall

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further be entitled to prosecute any other legal or equitable action that may be necessary to protect the project. If any owner, member of the Board or the Board, shall deem it necessary to initiate any legal or equitable action for the protection of the project against any owner, then said persons shall be entitled to reasonable attorney fees and the costs of said action from said owner for expenses incurred in bringing or initiating said action; any judgment rendered against any such defaulting owner shall include costs of said action, together with reasonable attorney fees in an amount to be fixed by the Court.

Section 7. Liberal Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the project for the mutual benefit of all owners.

Section 8. Severability of Provisions. The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any of the provisions hereof, shall not affect the validity of the remaining provisions.

Section 9. Cumulative Remedies. Each and all legal or equitable remedies provided for in this Declaration shall be deemed to be cumulative, whether so expressly provided for or not.

Section 10. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the owners.

Section 11. Waiver of Breach of Declaration. No waiver or any breach of any of the covenants or conditions of this Declaration

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ation shall constitute a waiver of any succeeding or preceding breach of the same or any other covenant or condition contained herein.

Section 12. Delivery of Notices and Documents. Any written notice or other documents relating as required by this Declaration, may be delivered personally or by mail. If by mail, such notice unless expressly provided for herein or in the By-Laws to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received, forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to an owner, other than Declarant, to the address of any unit in the project owned by him, in whole or in part, or to the address last furnished by such owner to the Board for the purpose of giving notices and delivering documents. Each owner, other than Declarant, shall file, in writing with the Board promptly upon becoming an owner, his address for the purpose of giving notices and delivering documents, and shall promptly notify the Board, in writing, of any subsequent change of address.

(b) If to Declarant, whether in their capacity as owners or in any other capacity: 130 South Robertson Boulevard, Beverly Hills, California 90211.

(c) Prior to the organizational meeting, notices to the Board shall be addressed to the address set forth herein for the giving of notice to Declarant. Thereafter, notices to the Board shall be addressed to the Secretary of the Association and the Board shall cause the address of the Secretary

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to be posted at all times in a conspicuous place. In addition, from and after the organizational meeting, notice of the address of the Secretary of the Association shall be given by the Board to each owner, within a reasonable time after the Board has received actual notice of such owner's purchase of a condominium.

Section 13. Notification of Sale of Condominium. Concurrently with the consummation of the sale of any condominium under circumstances whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board, in writing, of such sale. Such notification shall set forth: (1) the name of the transferee and his transferor; (2) the street address or unit number of the condominium purchased by the transferee; (3) the transferee's mailing address; and (4) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Board or the Architectural Committee or any agent or representative thereof, shall be deemed to be duly made and given to the transferee, if duly and timely made and given to said transferee's transferor.

Section 14. Joint and Several Liability. In the case of joint ownership of a condominium, the liability of each of the owners thereof in connection with the liabilities and obligations of owners, set forth in or imposed by this Declaration, shall be joint and several.

ARTICLE IX

UTILITIES

Section 1. Utility Rights. The rights and duties of the owners with respect to lines for sanitary sewer, water, gas,

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electricity, telephone cables and air conditioning, shall be governed by the following:

(a) Wherever sanitary sewer house connections and lines or electricity, gas, telephone lines, air conditioning lines or television cables are installed within the property, which connections or any portion thereof, lie in or upon portions of the property owned by others than the unit owner of a unit served by said connections, the unit owners of any unit served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon such portion of the property or to have the utility companies enter thereupon to repair, replace and generally maintain said connection as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and lines, facilities and/or water house connections and lines or electricity, gas, telephone lines, air conditioning lines, or television cables are installed within the property, which connections serve more than one unit, the owners of each unit served by said connection shall be entitled to the full use and enjoyment of such portions of said connection as services his unit.

(c) In the event any portion of said connection or line is damaged or destroyed through the negligent act or acts or failure to act, or willful misconduct of one unit owner or any of his agents, invitees, tenants, servants, guests or members of his family, so as to deprive other unit owners of the full use and enjoyment of said connection or line, then

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such connection or line shall be repaired and restored by the Association, but at the expense of the unit owner who commits or whose guests, agents or family members commit, such act or acts.

(d) In the event any portion of such connection or line is damaged or destroyed by some cause other than the negligence or willful misconduct of one of the unit owners, his agents, guests, servants, tenants, invitees or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event such connection or line shall be repaired and restored by the Board, such repair and restoration to be paid out of the assessments levied in accordance with this Declaration equally, against all owners.

(e) In the event of a dispute between owners with respect to the repair or rebuilding of said connection or line, or with respect to the sharing of the cost thereof, then upon written request of one of such owners, addressed to the Association, the matter shall be submitted to the Board for a final and binding determination.

Section 2. Easements. Easements through the units and Common Area for all facilities for the furnishing of utility services, television cable service and heating and air conditioning lines within any unit, which facilities shall include but not be limited to, conduits, ducts, plumbing and wiring shall be appurtenant to each unit, and all other units and the Common Area shall be subject thereto; provided, however, that easements for such facilities shall, at all times be and remain substantially in accordance with the initial construction of the project, or the project is reconstructed upon damage or destruction, pursuant to the terms of this Declaration.

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ARTICLE X

DESTRUCTION OF IMPROVEMENTS

Section 1. Reconstruction with Election of Owners. In the event of total or partial destruction of the improvements in the condominium project, a special meeting shall be called for the purpose of having the Association members vote on whether or not to repair the damage. Said meeting shall be called within 45 days of said destruction. If reconstruction is to take place, as approved by a majority of the owners, the Board shall be required to execute, acknowledge, file and record, not later than 120 days from the date of said destruction, a certificate declaring the intention of the owners to rebuild.

Section 2. Reconstruction Assessments. If a majority of owners determine to rebuild, each owner shall be obligated to contribute such funds as shall be necessary to pay his proportionate share of the cost of reconstruction over and above the insurance proceeds and the proportionate share of each owner shall be the same as his proportionate interest in the Common Area. In the event of failure or refusal by any owner to pay his proportionate share, after notice to him, should failure or refusal continue for a period of sixty (60) days, the Board may levy a special assessment against such owner, which may be enforced under the lien provisions contained in this Declaration.

Section 3. Obligation of Board. If a majority of owners determine to rebuild, the Board shall obtain bids from at least two reputable contractors and shall award construction work to the lowest bidder. The Board shall have authority to enter into a written contract with said contractor for such reconstruction work and the insurance

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proceeds held by the Board shall be disbursed to said contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to insure the commencement and completion of such reconstruction at the earliest possible time.

Section 4. Determination Not to Rebuild. If the vote of a majority of owners shall be insufficient to authorize rebuilding:

(a) Distribution of Insurance Proceeds. Subject to the rights of mortgagees, any insurance proceeds available for such rebuilding, shall be distributed among the owners and their individual lenders by the Board, as their respective interests may appear. The proportionate interests of each owner in said proceeds in relation to other owners, shall be the same as the proportionate ownership in the Common Area. If a majority of owners elect to rebuild, the Board shall file and record a certificate as provided in Section 1., hereinabove.

(b) Recordation of Certificate Not to Rebuild.

The Board shall have the duty, within one hundred twenty (120) days of the date of such loss, to execute, acknowledge and record a certificate setting forth the determination of the owners not to rebuild, and shall promptly cause to be prepared and filed, such revised maps and other documents as may be necessary to show the conversion of the project to the status of unimproved land or to show the elimination of one or more of the units, as a result of such destruction.

Section 5. Revival of Right to Partition Condominium. Upon recordation of such certificate, the right of any owner to partition his condominium through legal action, shall forthwith revive.

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Section 6. Arbitration of Disputes. In the event of a dispute among the owners, respective of the provisions of this Article, any owner may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. In the event of arbitration, notice thereof shall be given to the members of the Board and all owners as promptly as possible after reference to arbitration is made, giving all owners, an opportunity to appear in such arbitration proceedings. The decision of such arbitrator in this matter shall be final and conclusive upon all owners. The arbitrator may include in his decision an award for costs and/or attorney fees against any one or more of the parties to the arbitration.

Section 7. Condemnation. In the event an action for condemnation is proposed or commenced by any governmental body having the right of eminent domain, the following provisions shall apply: If such action or proposed action is for the condemnation of the entire project, or a portion thereof, upon the unanimous consent of all owners, the project may be sold to such government body, prior to judgment and the proceeds of such sale shall be distributed to the owners and their lenders, as their respective interests may appear, based upon each owner's interest in the Common Area. Lacking such unanimous consent, any consequent compensation for the taking, shall be distributed to the owners, according to their proportionate interest in the property taken by the government body.

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ARTICLE XI

SUSPENSION OF THE RIGHT OF PARTITION

The right of partition of the Common Area is hereby suspended pursuant to Section 1354 of the Civil Code of California. The project may be partitioned and sold as a whole, pursuant to the provisions of Section 752(b) of the Code of Civil Procedure of the State of California, upon a showing of the occurrences of any one of the events therein provided. Additionally, partition may be had of the project, upon the showing that the conditions for such partition by sale set forth in Article X have been met. Nothing herein contained shall prevent the partition or division of interest between joint or common owners of one Condominium.

ARTICLE XII

PROHIBITION AGAINST SEVERABILITY OF COMPONENT INTEREST IN CONDOMINIUMS

Section 1. Prohibition of Severance. No owner shall be entitled to sever his unit in any condominium from his undivided interest in the Common Area, for any purpose. Neither of said component interests may be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with and any violation or attempted violation of this provision shall be void and of no effect. It is intended hereby, to restrict severability in accordance with the provisions of subparagraph (g) of Section 1355 of the Civil Code.

Section 2. Conveyance of Entire Condominium. Subsequent to the initial sales of the condominiums, any conveyance of a unit or of the component interests in the Common Area, by the owner of any condominium, shall be presumed to convey the entire condominium, provided, however, that nothing contained herein shall be construed to preclude the owner of any condominium from creating a co-tenancy in the ownership of said condominium with any other person or persons.

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ARTICLE XIII

TERM OF DECLARATION - COMPLIANCE WITH RULE AGAINST
PERPETUITIES AND RESTRAINTS OF ALIENATION

The covenants contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2025, after which time, the covenants shall be automatically extended for successive periods of twenty-one (21) year, unless an instrument executed by not less than a majority of owners of the condominiums shall be recorded, cancelling or terminating this Declaration.

ARTICLE XIV

PROTECTION OF LENDERS

Section 1. Written Notification to First Mortgagees. The Board shall notify, in writing, the holders of first mortgages of the unit of any default by the mortgagor of such unit, in the performance of such mortgagor's obligations under the condominium management documents (Declaration of Covenants, Conditions and Restrictions and By-Laws), which is not cured within thirty (30) days. It shall be the responsibility of each owner of a unit to notify the Association within thirty (30) days of the close of his escrow to purchase such unit of the name and address of the holder of the first mortgage on his particular condominium.

Section 2. Exemption from Right of First Refusal. Any holder of a first mortgage which comes into possession of the condominium, pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed or assignment in lieu of foreclosure, shall be exempt from any "right of first refusal."

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Section 3. Subordination of Assessment Lien to Mortgages.

Any holder of a first mortgage which comes into possession of the condominium pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the condominium (except for claims for a share of such assessments or charges resulting from a re-allocation of such assessments or charges to all residential units, including the mortgaged unit.) The lien assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust, now or hereafter placed upon the properties, subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a decree of foreclosure, trustee's sale or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 4. Prior Approval of First Mortgage Holders. Unless at least seventy-five (75%) percent of holders of first mortgage liens on individual condominiums have been given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon or terminate the condominium regime;

(b) Change the prorata interest or obligations of any condominium unit for: (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds

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or condemnation awards; and for (ii) determining the prorata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by unit owners in the project in undivided prorata interests ("Common Area:");

(c) Partition or subdivide any condominium unit;

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

(e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to the Common Area) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or the Common Area of the project.

Section 5. Examination of Books and Records. The holders of first mortgages shall have the right to examine the books and records of the Association.

Section 6. Reserves for Replacement. An adequate reserve fund for replacement of the Common Area facilities must be established by the Association and must be funded by regular monthly assessments rather than by special assessments.

Section 7. Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under the local law, shall relate only to the individual condominiums and not to the project as a whole.

Section 8. No Priority Over Rights of First Mortgagees. No provision herein shall give a unit owner, or any other party, priority over any rights of first mortgagees of units, pursuant

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to their mortgages in the case of a distribution to unit owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or the Common Area.

Section 9. Professional Management of Project. Any agreement for professional management of the project shall provide that the management contract may be terminated for cause on ninety (90) days' written notice and the term of any such contract shall not exceed one (1) year.

Section 10. Notice to Lender. The Association shall give notice in writing to all first mortgagees of any loss to or taking of the Common Area of the project, if such loss or taking exceeds \$10,000.00.

Section 11. Conflict. If there is any conflict between any provision of this Article and any other provision in this Declaration or the By-Laws of the Association, the language contained in this Article, "Protection of Lenders" shall control.

ARTICLE XV

BREACH

Section 1. Right of Entry. Violation of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall give to Declarant or its successors or the Association, the right to enter upon the property upon or as to which such violation exists and to summarily abate and remove at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; Declarant or its successors shall not thereby be deemed guilty of any manner of trespass by such entry, abatement or removal.

DEC 10 1974

Section 2. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by Declarant or its successors or the Association. Such remedy shall be deemed cumulative and not exclusive.

Section 3. Right of Lien Holder. A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained, shall not affect or impair the lien or charge of any bona fide first mortgage or first deed of trust, made in good faith and for value, on any of the units; provided, however, that any subsequent owner of the unit shall be bound by these provisions, conditions, restrictions, covenants, easements and reservations whether such owner's title was acquired by foreclosure, trustee's sale or otherwise.

Section 4. Enforcement. In the event of a breach of any of the provisions, conditions, restrictions, easements, covenants or reservations hereby established, which is continued for thirty (30) days, the Board may enforce any and all of the terms and conditions of this Declaration. It is hereby declared that damages at law for such breach are inadequate. The restrictions provided for herein shall be enforceable equitable servitudes and shall inure to and bind all the owners of the residential units.

DEC 10 1974

ARTICLE XVI

AMENDMENT

Section 1. Subsequent to the Organizational Meeting.

Subsequent to the organizational meeting, each and all of the covenants, conditions and restrictions contained herein may be modified, amended, augmented or deleted in the following manner and not otherwise: by the execution of either an amended Declaration or an amendment to this Declaration, duly executed and acknowledged by not less than seventy-five (75%) percent of the owners of the units and their beneficiaries of first trust deeds which may then be of record as valid encumbrances against said project, or any part or portion thereof; and further, only after approval by the State of California Department of Real Estate pursuant to Section 11018.7 of the Business and Professions Code, if applicable. Said amended Declaration or amendment to Declaration shall not be effective for any purpose, unless and until recorded in the Office of the County Recorder of Los Angeles County, but shall thereafter be conclusive and presumed to be valid as to anyone relying thereon in good faith. The written approval, endorsed on any such amendment and acknowledged by a notary, shall be sufficient compliance with the provisions of this paragraph.

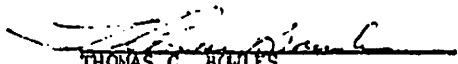
DEC 10 1974

Section 2. Prior to the Organizational Meeting. Prior to the organizational meeting, Declarant shall have the right to amend this Declaration by executing and recording, with the consent of the beneficiaries of all trust deeds then of record, the desired amendment thereto, after receiving prior written approval of the State of California Department of Real Estate and any other state administrative agency then having regulatory jurisdiction over said project, and the recording of said amendment shall be presumed to be valid as to anyone relying thereon in good faith.

Section 3. Approval of the City. Any amendment which would affect the obligation of the Association to maintain the Common Area in a first class condition and in a good state of repair, or which would affect the assessment procedure to insure said maintenance, must first be approved, in writing, by the City of La Puente.

The foregoing provision of this Article XVI, is for the benefit of the City of La Puente and the City of La Puente, together with Declarant and the Association, shall have the right to enforce the foregoing provisions of this Article.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first hereinabove written.


THOMAS C. BOWLES


MARY J. BOWLES

DEC 10 1974

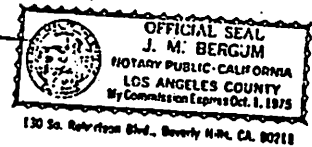
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

On this 2nd day of August, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS C. BOWLES and MARY J. BOWLES, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

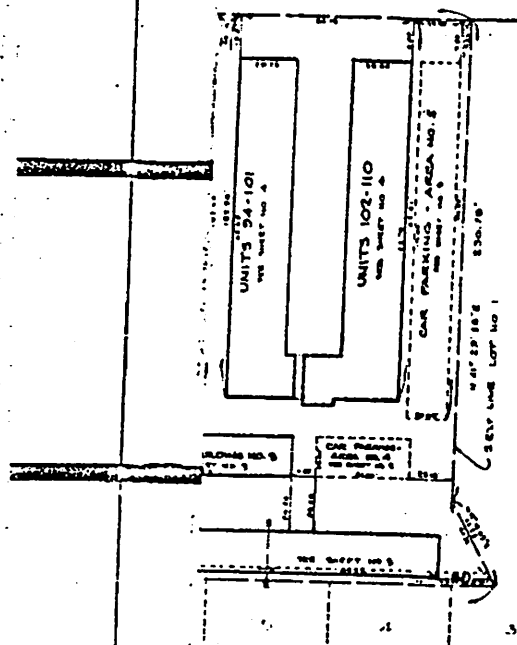
Signature

J M BERGUM



GENERAL NOTES:

- [illegible]



LEGEND:

- 101' INDICATES ELEVATION NUMBER
"P" - INDICATES CURRENT PROPOSED SPACE, (CHANGED AREA - INDICATED BY)
"A" - INDICATES PAVED AREA.
"S" - INDICATES SURVEYED PLACE (IF INDICATING OTHER LIFT ELEVATION)

CONDOMINIUM PLAN OF TRACT NO 32203
CITY OF LA PUENTE, CALIFORNIA
THOMAS C AND ANNE J. BOWLES
PO BOX 1142
BURET HILLS, CALIFORNIA

LOCKWOOD ENGINEERING
& SURVEYING COMPANY INC
ONE 10000 BOULEVARD
DOWNEY, CALIFORNIA

1

EXHIBIT "D"

DEC 10 1974

PLAN FOR LOT No. 1 OF
T No. 32283

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

AS SHOWN ON MAPS IN THE OFFICE OF THE COUNTY REGISTER OF SAID COUNTY,
FILED ON SAID LOT AND CERTIFICATE AS REQUIRED UNDER CALIFORNIA EML CODE, SECTION 1991

WOOD ENGINEERING AND SURVEYING COMPANY, INC.
ALEXANDER W. LOCKWOOD, R.C.S. 9101, PRESIDENT

THE RECORD OWNERS OF THE LAND
THE RECORD HOLDERS OF DEEDS
TO THE INFORMATION AND CURE
TO THE PROVISIONS OF CHAPTER 1,
THE CALIFORNIA EML CODE.

ARMY J. BOWLES

THE RECORD OF
THE SAID LOT FOR THE COUNTY AND
THE SAID COUNTY AND ARMY J.
THE PERSONS WHOSE NAMES ARE
SHOWN AND ACKNOWLEDGED TO
BE.

AMAR

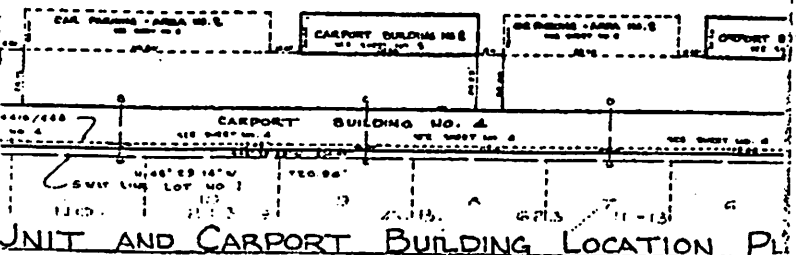
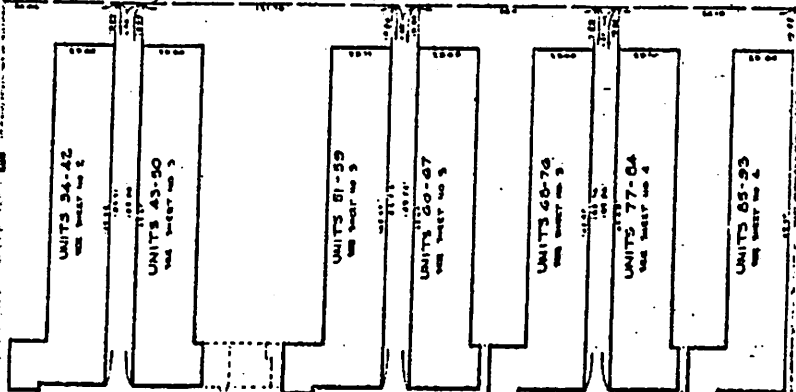
26° 50' 14" W

ROAD

LA PUENTE CITY LIMITS

NEXT LAR LOT NO 1

26° 50' 14" W 619.85'



UNIT AND CARPORT BUILDING LOCATION PL

DEC 10 1974

CONDOMINIUM TRAC

IN THE CITY OF LA PUENTE, CA

AS PER MAP RECORDED IN BOOK 150, PAGE 2
DIAGRAMATIC FLOOR PLANS OF THE FOLLOWING CONTAIN

LOCKY
CAP

THE UNDERSIGNED, BEING THE
OWNER OF THE PROJECT AND
OWNER OF THE LAND, HEREBY
CERTIFY THAT THE MAP, PLANS
AND TITLE OF THE PROJECT ARE
TRUE AND CORRECT.

THOMAS C. BOWLES

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
I, _____, OF THE
COUNTY OF _____, STATE OF
CALIFORNIA, HEREBY CERTIFY
THAT THE MAP, PLANS AND
TITLE OF THE PROJECT ARE
TRUE AND CORRECT.

NOTARY PUBLIC
AT SAN ANTONIO, TEXAS



TONOPAH AVENUE

UNITS 1-8
SEE SHEET NO. 2

UNITS 9-16
SEE SHEET NO. 2

UNITS 17-25
SEE SHEET NO. 2

UNITS 26-35
SEE SHEET NO. 2

CONCRETE BUILDING NO. 1
SEE SHEET NO. 2

CONCRETE BUILDING NO. 1
SEE SHEET NO. 2

SEE SHEET NO. 2
SEE SHEET NO. 2
SEE SHEET NO. 2
SEE SHEET NO. 2

TRAC

DEC 10 1974

ELEVATION TABLES

CONCORDIA PLAN OF TRACT NO. 32283

AREA NUMBER	LOWEST ELEVATION	UPPER ELEVATION	AREA NUMBER	LOWEST ELEVATION	UPPER ELEVATION	AREA NUMBER	LOWEST ELEVATION	UPPER ELEVATION
1	117.00	117.00	25	117.00	117.00	49	117.00	117.00
2	117.00	117.00	26	117.00	117.00	50	117.00	117.00
3	117.00	117.00	27	117.00	117.00	51	117.00	117.00
4	117.00	117.00	28	117.00	117.00	52	117.00	117.00
5	117.00	117.00	29	117.00	117.00	53	117.00	117.00
6	117.00	117.00	30	117.00	117.00	54	117.00	117.00
7	117.00	117.00	31	117.00	117.00	55	117.00	117.00
8	117.00	117.00	32	117.00	117.00	56	117.00	117.00
9	117.00	117.00	33	117.00	117.00	57	117.00	117.00
10	117.00	117.00	34	117.00	117.00	58	117.00	117.00
11	117.00	117.00	35	117.00	117.00	59	117.00	117.00
12	117.00	117.00	36	117.00	117.00	60	117.00	117.00
13	117.00	117.00	37	117.00	117.00	61	117.00	117.00
14	117.00	117.00	38	117.00	117.00	62	117.00	117.00
15	117.00	117.00	39	117.00	117.00	63	117.00	117.00
16	117.00	117.00	40	117.00	117.00	64	117.00	117.00
17	117.00	117.00	41	117.00	117.00	65	117.00	117.00
18	117.00	117.00	42	117.00	117.00	66	117.00	117.00
19	117.00	117.00	43	117.00	117.00	67	117.00	117.00
20	117.00	117.00	44	117.00	117.00	68	117.00	117.00
21	117.00	117.00	45	117.00	117.00	69	117.00	117.00
22	117.00	117.00	46	117.00	117.00	70	117.00	117.00
23	117.00	117.00	47	117.00	117.00	71	117.00	117.00
24	117.00	117.00	48	117.00	117.00	72	117.00	117.00
25	117.00	117.00	49	117.00	117.00	73	117.00	117.00
26	117.00	117.00	50	117.00	117.00	74	117.00	117.00
27	117.00	117.00	51	117.00	117.00	75	117.00	117.00
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29	117.00	117.00	53	117.00	117.00	77	117.00	117.00
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31	117.00	117.00	55	117.00	117.00	79	117.00	117.00
32	117.00	117.00	56	117.00	117.00	80	117.00	117.00
33	117.00	117.00	57	117.00	117.00	81	117.00	117.00
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39	117.00	117.00	63	117.00	117.00	87	117.00	117.00
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41	117.00	117.00	65	117.00	117.00	89	117.00	117.00
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44	117.00	117.00	68	117.00	117.00	92	117.00	117.00
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49	117.00	117.00	73	117.00	117.00	97	117.00	117.00
50	117.00	117.00	74	117.00	117.00	98	117.00	117.00
51	117.00	117.00	75	117.00	117.00	99	117.00	117.00
52	117.00	117.00	76	117.00	117.00	100	117.00	117.00
53	117.00	117.00	77	117.00	117.00			
54	117.00	117.00						
55	117.00	117.00						
56	117.00	117.00						
57	117.00	117.00						
58	117.00	117.00						
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91	117.00	117.00						
92	117.00	117.00						
93	117.00	117.00						
94	117.00	117.00						
95	117.00	117.00						
96	117.00	117.00						
97	117.00	117.00						
98	117.00	117.00						
99	117.00	117.00						
100	117.00	117.00						

CONCORDIA PLAN OF TRACT NO. 32283
 CITY OF LA PUENTE, CALIFORNIA
 THOMAS C. AND MARY J. BOWLES
 P O BOX 1147
 DOWNEY HILLS, CALIFORNIA

LOCKWOOD ENGINEERING & SURVEYING COMPANY, INC

CONDOMINIUM PLAN OF TRACT NO. 32283

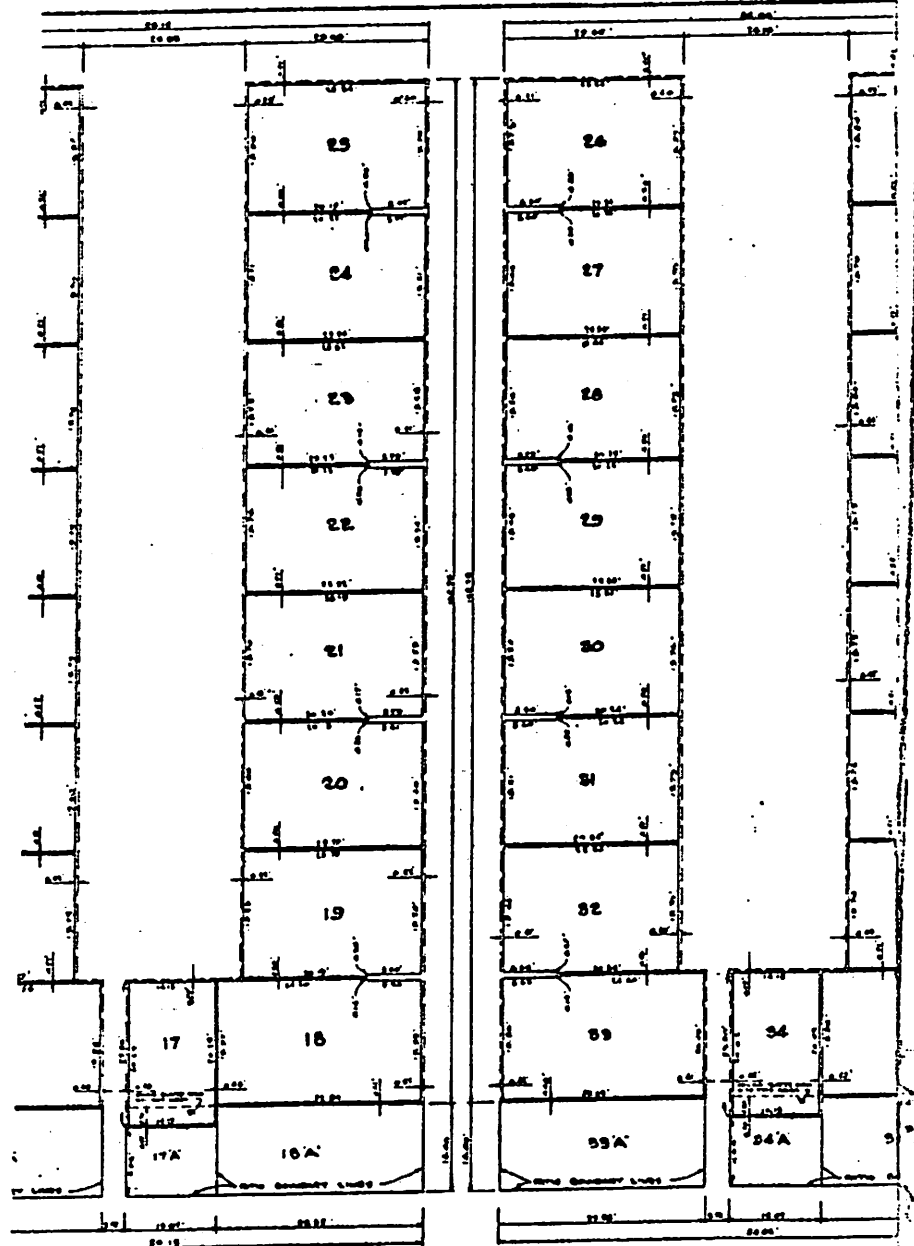
CITY OF LA PUENTE, CALIFORNIA

THOMAS C. AND MARY J. BOWERS
P O BOX 1147
BEVERLY HILLS, CALIFORNIA

**LOCKWOOD ENGINEERING
& SURVEYING COMPANY, INC.**
200 W. PULASKI ST.
CHICAGO, ILL.

2

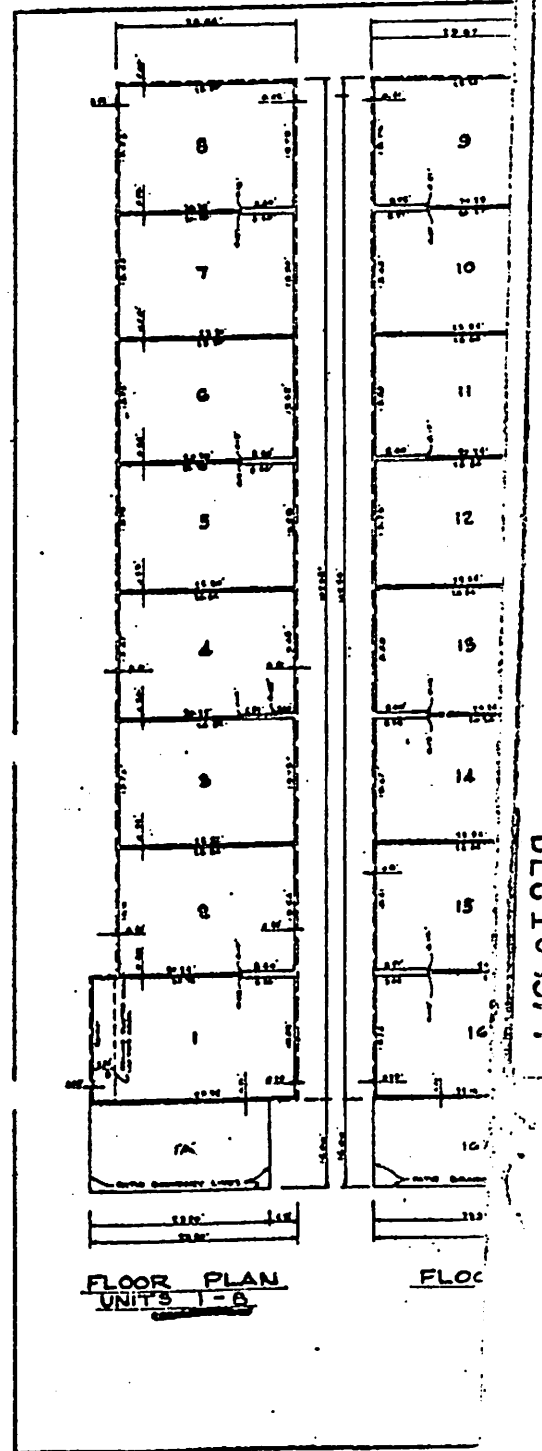
DEC 10 1974



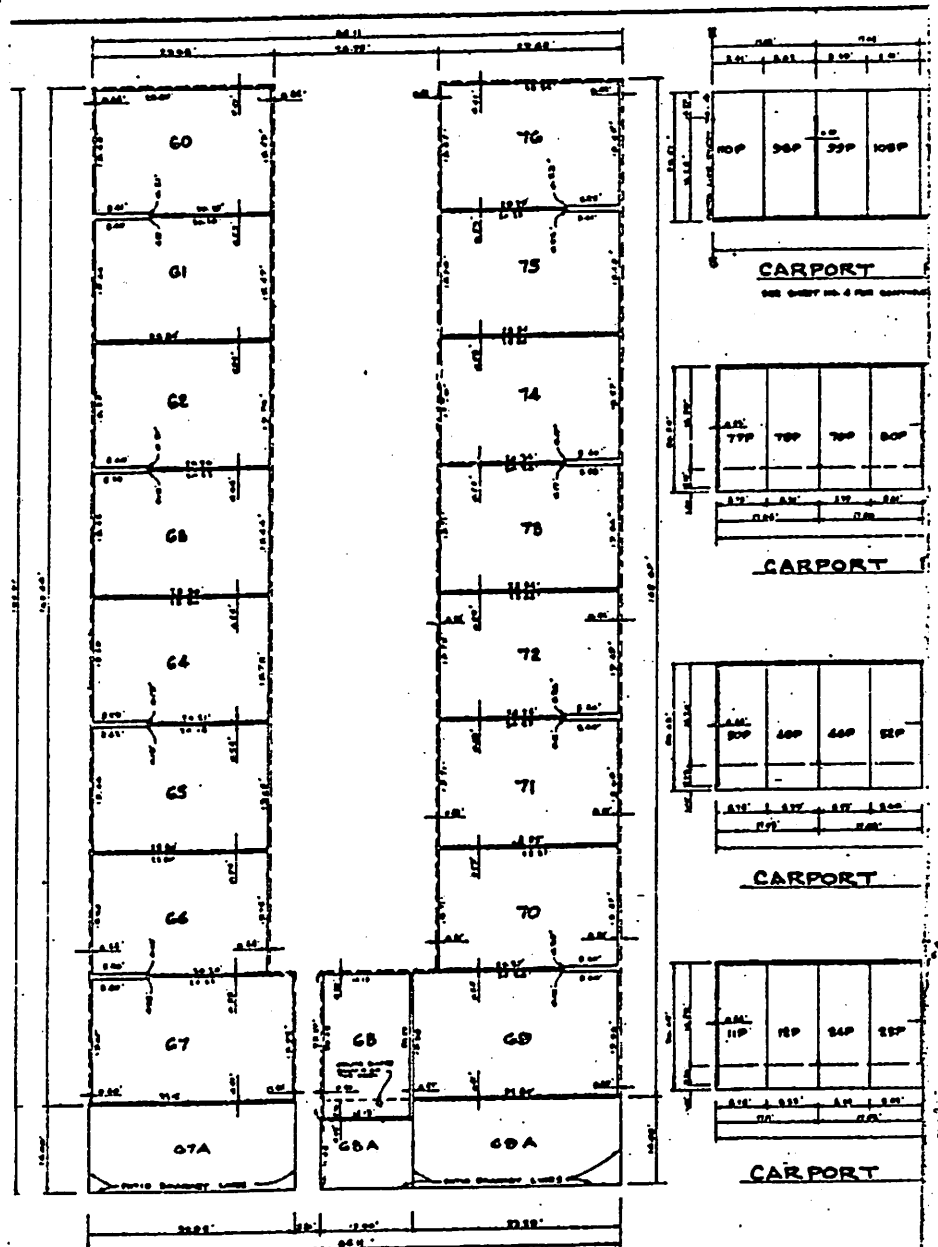
R PLAN - UNITS 9-25

FLOOR PLAN - UNITS 26-

DEC 10 1974

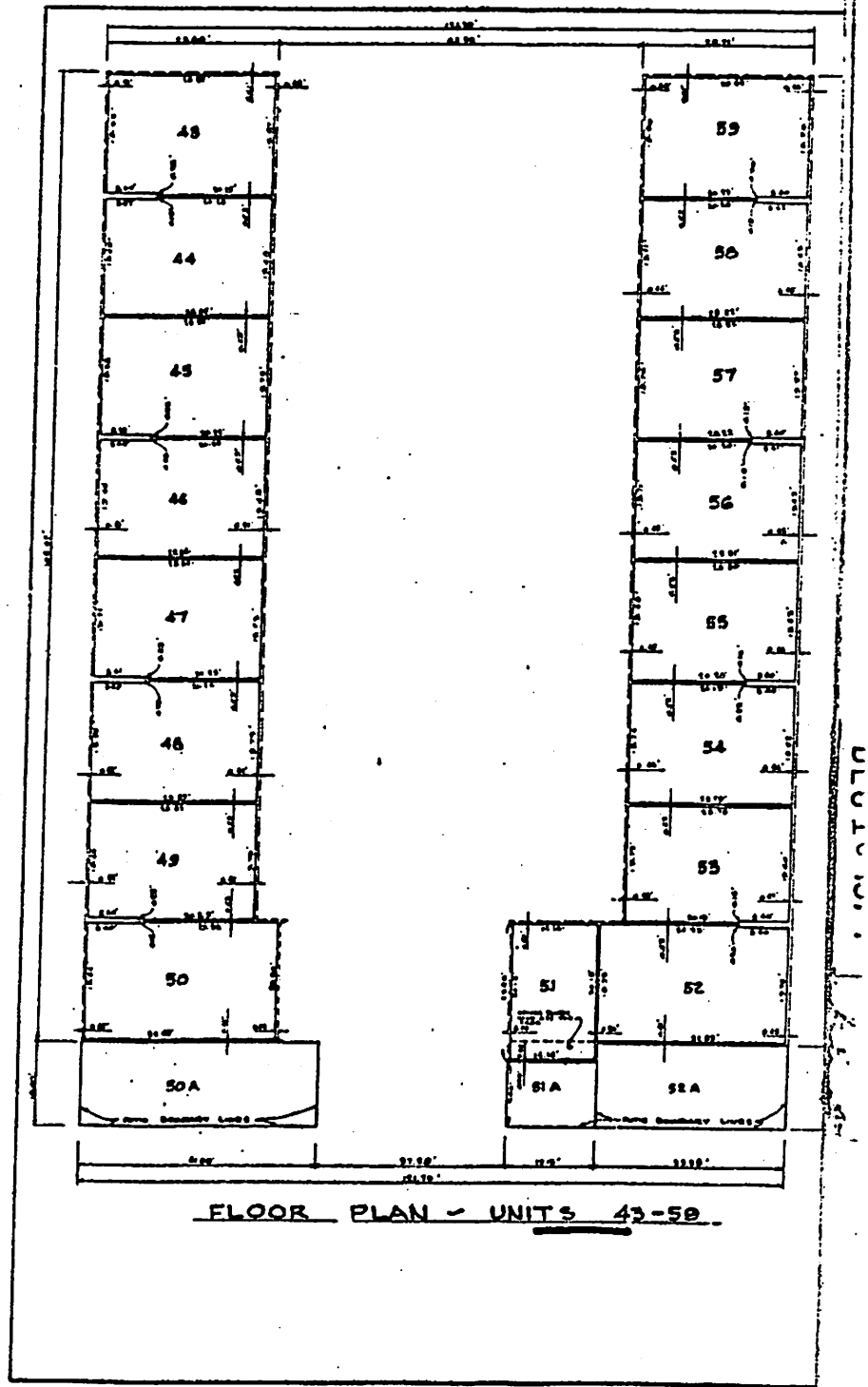


DEC 10 1974



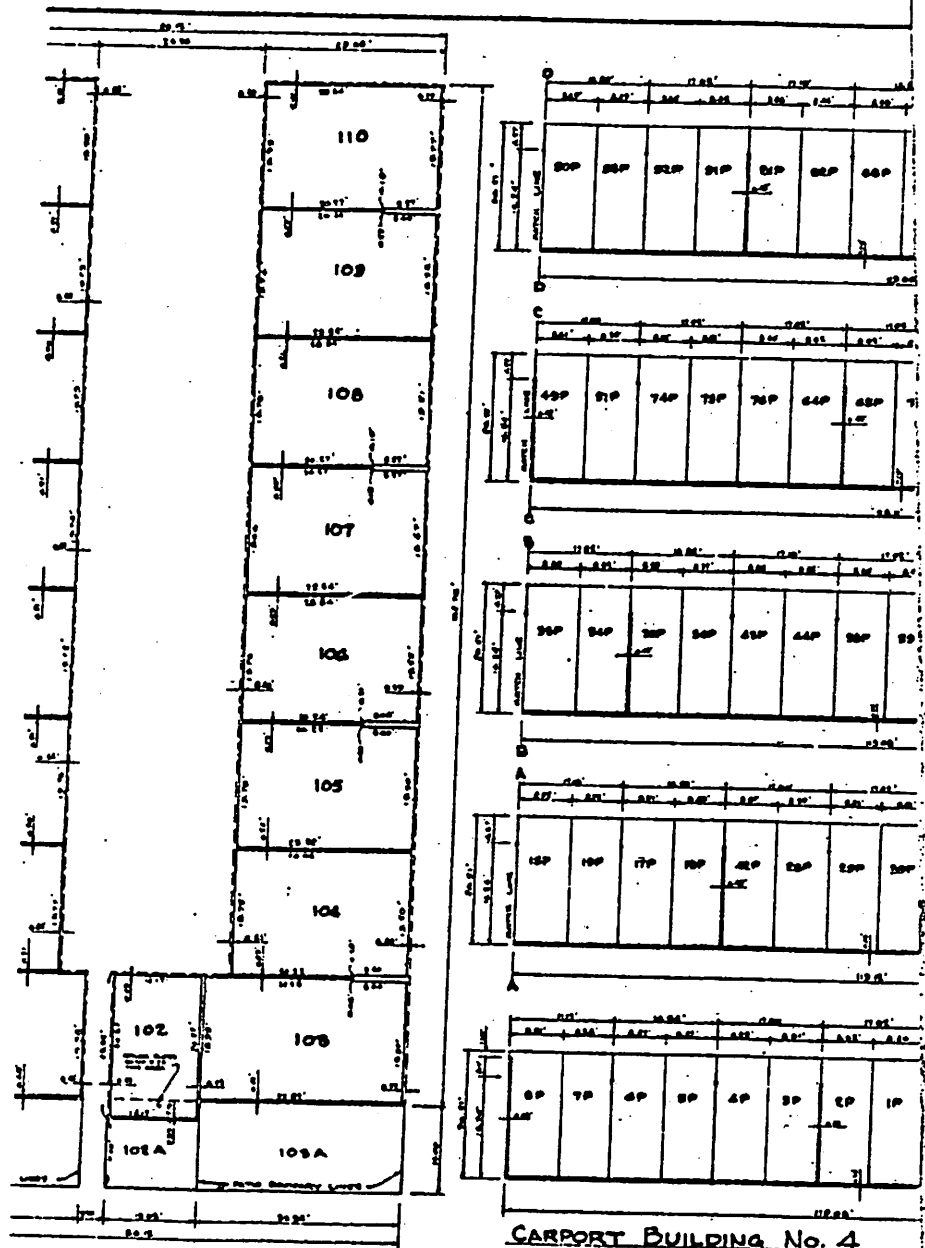
FLOOR PLAN - UNITS 60-76

DEC 10 1974



FLOOR PLAN - UNITS 43-50

DEC 10 1974

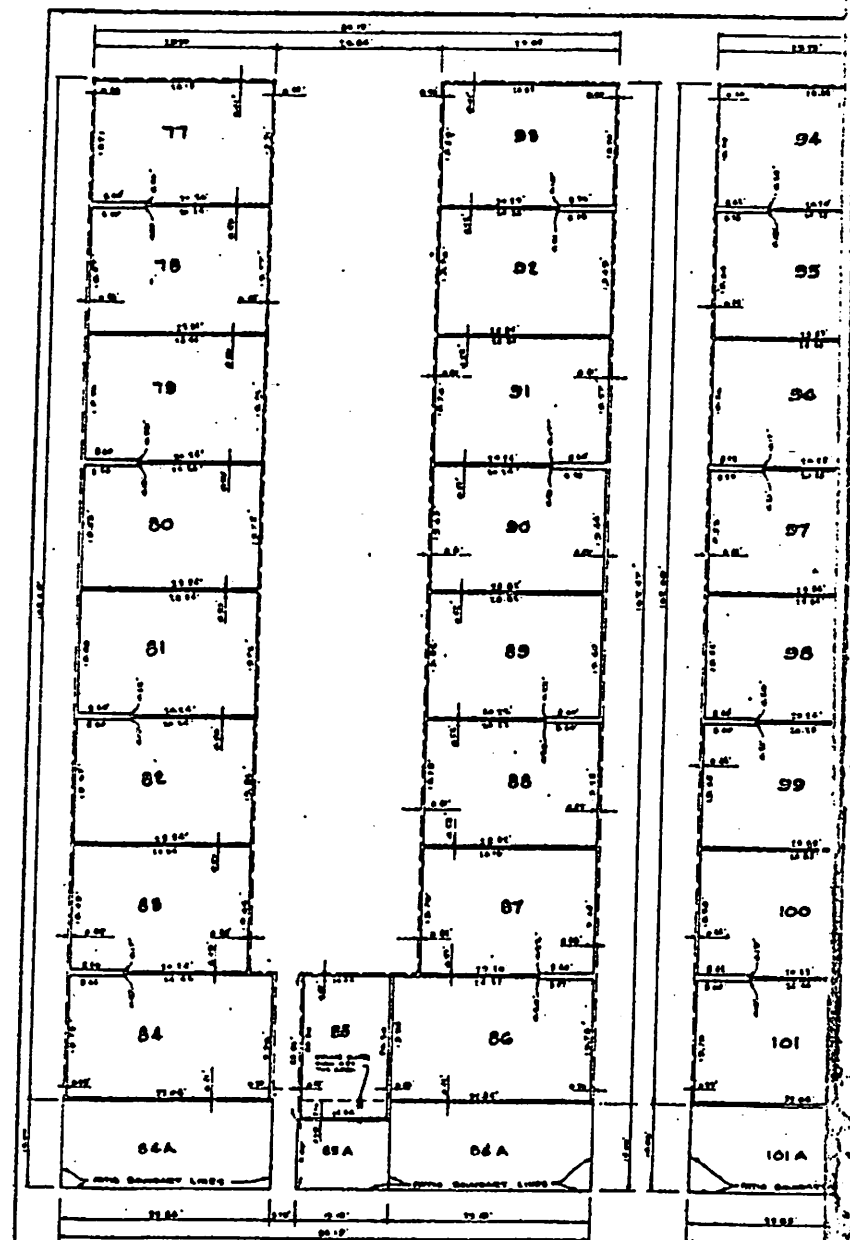


PLAN - UNITS 94-110

CARPORT BUILDING No. 4

SEE SHEET NO. 3 FOR DIMENSIONS OF BUILDING NO. 4

DEC 10 1974



FLOOR PLAN - UNITS 77-93

FLOOR

DEC 10 1974

143	144	147	148	149	150	151	152	153	154	155
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CAR PARKING - AREA

127	128	129	130
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NO. 2

131	132	133	134
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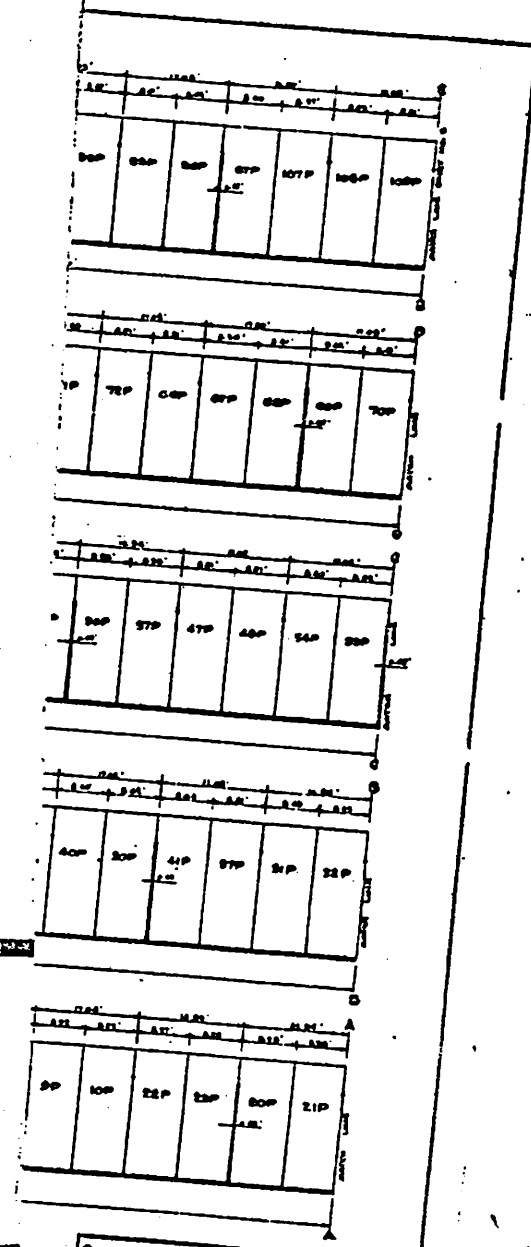
CAR PARKING

118	119	120
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AREA NO. 1

U.S. AIR FORCE

DEC 10 1974



CONDOMINIUM PLAN OF TRACT No. 32283	
CITY OF LA PUENTE, CALIFORNIA	
THOMAS C. AND RUBY J. DONALD	
PO BOX 1142	
DOWNEY, CALIFORNIA	
DATE	LOCKWOOD ENGINEERING & SURVEYING COMPANY, INC.
BY	DATE OF RECORDING
FILED	FILED

UCLC 1017

DEC 10 1976

EXHIBIT "D"

PURSUANT TO ARTICLE VI SECTION 2. OF THIS DECLARATION, THIS EXHIBIT
IS ATTACHED HERETO AND MADE A PART HEREOF

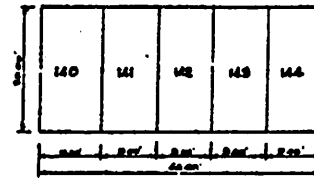
UNIT

INITIAL MONTHLY MAINTENANCE CHARGE

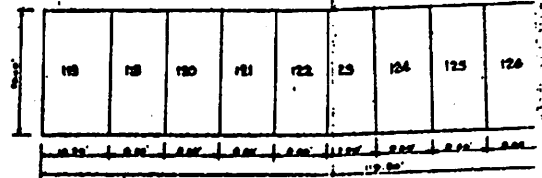
Units 1 to 110 inclusive:

\$ 19.00

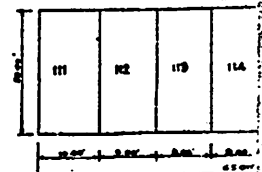
DEC 10 1974



CAR PARKING - AREA NO. 4



CAR PARKING - AREA



CAR PARKING -

DEC 10 1974

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137	138	139	140	141	142	143	144	145

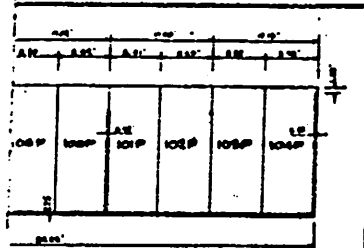
NO. 5

156	157	158	159	160
161	162	163	164	165

10 - AREA NO. 5

CONDONOR PLAN OF TRACT No. 32283	
CITY OF LA PUENTE, CALIFORNIA	
THOMAS C. AND MARY J. BOULES	
P.O. BOX 1142	
DORSET HILLS, CALIFORNIA	
DATE	LOCKWOOD ENGINEERING & SURVEYING COMPANY, INC.
BY	5
SCALE	1" = 100' (SEE PLAN)

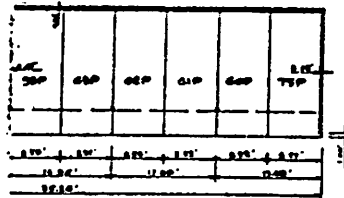
DEC 10 1974



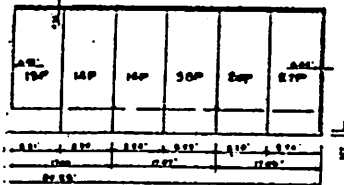
BUILDING NO. 4



BUILDING NO. 3



BUILDING NO. 2



BUILDING NO. 1

CONDOMINIUM PLAN OF TRACT No. 32283
CITY OF LA PUENTE, CALIFORNIA

THOMAS C. AND MARY J. BOWLES
PO BOX 1142
BENEDICT HILLS, CALIFORNIA

LOCKWOOD ENGINEERING
& SURVEYING COMPANY, INC
ONE OF SEVERAL OFFICES
BENEDICT HILLS, CALIFORNIA

3
5