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20081219397

Pages:
069



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fee: 211.00
Tax: 0.00
Other: 0.00

Total: 211.00

07/09/08 AT 10:12AM

2111604 200807090080007 Counter

TITLE(S) : _____



L E A D S H E E T

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

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Recording requested by:

1227 South Temple City Boulevard
Owners Association

And when recorded mail to:

c/o Hickey & Petchul, LLP
114 Pacifica, Suite 340
Irvine, CA 92618

07/09/08



20081219397

(Space above this line for recorder's use)

RESTRICTIVE COVENANT MODIFICATION

If this contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void.

Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (C) of section 12956.1 of the Government Code.

PURSUANT TO CALIFORNIA CIVIL CODE §1352.5, THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HAS BEEN AMENDED IN ORDER TO ELIMINATE DISCRIMINATORY RESTRICTIVE COVENANTS.

DATED: 7-8-08

1227 SOUTH TEMPLE CITY BOULEVARD
OWNERS ASSOCIATION

BY: Napoleon Stepha

ITS: President
Title

3
COPY

77-1143706

Recording requested by, and
when recorded mail to:

Loren C. Phillips
Attorney at Law
37 E. Huntington Drive
Arcadia, CA 91006

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
MIN. 11 PAST 3 P.M. OCT 14 1977
Recorder's Office

FEE \$62.00 J

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

THIS DECLARATION is made as of the date set forth below by
the undersigned Declarant.

R E C I T A L S

1. Declarant is the owner of certain real property located in the County of Los Angeles hereinafter referred to as "said County"), State of California, described in Exhibit "A" attached hereto, as Lot 1 of Tract No. 33121, in the City of Arcadia, as per map filed in Book 880, pages 89, 90, in the office of the county recorder of said county.
2. Said real property is presently improved in the manner described in Exhibit "B" attached hereto, and, pursuant hereto, Declarant intends to convert same to condominium ownership.
3. All of said real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "development."

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DECLARATION

NOW, THEREFORE, Declarant hereby declares that the real property described in Recital 1 above, is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of condominium ownership as described in Sections 1350 to 1359, inclusive, of the California Civil Code for the subdivision, improvement, protection, maintenance, and sale of condominiums within the aforesaid real property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the aforesaid real property. All of said limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest in the aforesaid real property, and shall be binding upon and inure to the benefit of the successors in interest of such parties. Declarant hereby further declares that it is the express purport and intent hereof that this Declaration satisfy the requirements of Section 1355 of the California Civil Code.

ARTICLE I

DEFINITIONS


1. The "Association" shall mean and refer to 1227 South Temple City Boulevard Owners Association, its successors and assigns.
2. The "Board" shall mean the Board of Directors of the Association.

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3. The "Bylaws" shall mean the bylaws of the Association adopted by Declarant and approved by the California Department of Real Estate, as such bylaws may be amended from time to time.

4. The "Common Area" shall mean the entire development excepting all units as shown on the condominium plan and as described on Exhibit "B" attached hereto.

5. A "Condominium" shall mean an estate in real property as defined in Section 785 of the California Civil Code consisting of an undivided interest in a unit (defined below) shown and described on the condominium plan and separate interests in other real property, if any.

6. The "Condominium plan" shall mean the condominium plan recorded pursuant to Section 1351 of the California Civil Code on , as Instrument No. ~~77~~¹¹⁴³⁷⁰⁶ Records of Los Angeles County,  respecting the development, and any amendments thereto, which is incorporated hereto as Exhibit "C", pages 62 to 66 , inclusive.

7. The "Declarant" shall mean LEON W. VALENTINE and DOMINICK D. CHILA their successors and assigns, if such successors and assigns acquire or hold title to, all or any portion of the development for development purposes.

8. A "member" shall mean every person or entity who holds a membership in the Association.

9. A "mortgage" shall mean a mortgage or deed of trust encumbering a condominium or other portion of the development. A

condominium or other portion of the development entered into under and pursuant to Article 3, Chapter 6, Division 4 of the California Military and Veterans Code whereunder The Department of Veterans Affairs of the State of California ("DVA") is Seller (a "Cal-Vet" contract). The term "mortgagee" shall include the beneficiary under a deed of trust and the DVA under a Cal-Vet contract.

10. An "owner" shall mean each person and entity holding a record ownership interest in a condominium, including Declarant. The term "owner" shall not include persons or entities who hold an interest in a condominium merely as security for the performance of an obligation or as a contract purchaser; provided, however, that the contract purchaser or purchasers of a condominium from the DVA under a Cal-Vet contract shall be an owner.

11. A "unit" shall mean the elements of a condominium which are not owned in common with the other owners of condominiums in the development. The boundaries of a unit are shown and described on the condominium plan. In interpreting deeds and plans, the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building. Whenever reference is made herein, in the condominium plan, in any deed or elsewhere to a unit, it shall be assumed that such reference is made to the unit as a whole, including each of its component elements, and to any and all exclusive easements appurtenant thereto over common area, if any.

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ARTICLE II

PROPERTY RIGHTS, RIGHTS OF
ENJOYMENT AND EASEMENTS

1. Ownership of Condominium; Exclusive Easements. Ownership of each condominium within the development shall include a unit, the respective interest in the common area as specified in Exhibit "B" (which undivided interest may not be altered or changed so long as the prohibition against severability of component interests in a condominium remains in effect as hereinafter provided), and any exclusive easement or easements appurtenant to such unit over the common area as described in the deed thereto or in the condominium plan, if any.

2. Owners Non-Exclusive Easements of Enjoyment, Etc. Every owner of a condominium shall have a non-exclusive easement of use and enjoyment in and to and throughout the common area of the development as well as a non-exclusive easement for ingress, egress and support over and through the common area; provided, however, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to units over the common area, if any. Each such easement shall be appurtenant to and pass with the title to every unit, subject to the following restrictions:

(a) The right of the Association to limit the number of guests, and to adopt Association rules and regulations regulating the use and enjoyment of the common area.

(b) The right of the Association to borrow money for the purpose of improving the common area and any recreational areas therein.

(c) The right of Declarant or its designees to enter upon the development for purposes of construction of the development and for purposes of making repairs and remedying construction defects.

(d) The right of the Association, or its agents, to enter any of the units in order to perform its obligations hereunder which right shall be immediate in case of an emergency originating in or threatening such unit, whether the owner is present or not.

(e) The right of any owner, or his representatives, to enter the unit of any other owner for purposes of performing permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, provided requests for entry are made in advance and that such entry is at a time convenient to the owner whose unit is being entered; and in the case of emergency such right of entry shall be immediate.

(f) The right of access and entry to the development, all buildings and structures for any authorized fire inspector, building official, or any other official charged with carrying out the laws of the city, State of California, or the United States of America.

3. Delegation of Use. Any owner may delegate his rights of enjoyment in the development, including any recreational facilities thereof, to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the bylaws and the Association rules and regulations, subject however, to said bylaws and said Association rules and regulations; provided, however, that neither an owner of a condominium who has sold same to a contract purchaser thereof or has leased or rented same, nor members of his family, his guests and invitees shall be entitled to use and enjoy the recreational facilities of the development while such owner's condominium is occupied by such contract purchaser; such contract purchaser, lessee or renter, while occupying such condominium, shall be entitled to use and enjoy the recreational facilities of the development and to delegate the rights of

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, enjoyment in the same manner as if such contract purchaser, lessee or renter were the owner of such condominium during the period of his occupancy of such condominium. Each owner shall notify the secretary of the Association of the names of any contract purchasers, lessees or renters of such owner's condominium. Each owner, contract purchaser, lessee or renter shall also notify the secretary of the Association of the names of all persons to whom such owner, contract purchaser, lessee or renter has delegated any rights of enjoyment in the development and the relationship which each such person bears to such owner, contract purchaser, lessee or renter. Any rights of enjoyment delegated pursuant hereto are subject to suspension to the same extent that rights of owners are subject thereto.

4. Minor Encroachments. If any portion of the common area encroaches upon any of the units, a valid easement for such encroachment and for the maintenance of same so long as it remains shall and does exist, and, pursuant to this Declaration, all units are made subject to such easements. In the event that any structure containing a unit is partially or totally destroyed and then rebuilt and minor encroachments result, a valid easement for such minor encroachments, and for the maintenance of same so long as same shall remain, shall and does exist, and, pursuant to this Declaration, all units and the common area are made subject to such easements for minor encroachments.

5. Easements Granted by Association. The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over or under the common area for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder overhead or underground lines, cables, wires, conduits, or

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other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to his condominium, expressly consents hereto; provided, however, that no such easements may be granted if same would interfere with the use, occupancy or enjoyment by any owner of his unit, any exclusive easements over the common area appurtenant thereto, if any, or the recreational facilities of the development.

ARTICLE III

USE RESTRICTIONS

1. Residential Use. Units shall be used for residential purposes only, provided, however, that for a period of three (3) years from and after the date of recordation of this Declaration units owned by Declarant may be used by Declarant or its designees as models, sales offices and construction offices for the purpose of developing, improving and selling condominiums in the development and for the purpose of developing, improving and selling any real property or portions thereof owned by Declarant or its designees and situated in the vicinity of the development. Nothing herein shall prevent an owner from leasing or renting his condominium, provided, however, any lessee or renter thereof shall abide by and be subject to all terms and provisions of this Declaration, the articles and by-laws, and the Association rules.

2. Commercial Use. Excepting as otherwise expressly provided in this declaration, no part of the development shall ever be used or caused, allowed or authorized to be used in any way, directly or indirectly for any business, commercial, manufacturing, mercantile, storing,

vending, or other such non-residential purpose; provided, however, that Declarant or its designees may use any recreational facilities of the development for the purpose of developing, improving and selling condominiums in the development and for the purpose of developing, improving, and selling any real property or portions thereof owned by Declarant or its designees and situated in the vicinity of the development.

3. Interior Maintenance. Each owner of a condominium shall be responsible for maintaining his unit, including the equipment and fixtures therein and the interior walls, ceilings, windows and doors thereof, in a clean, sanitary, workable and attractive condition, reserving to each owner; however, complete discretion as to the choice of furniture, furnishings, and interior decorating; provided, however, windows may only be covered by drapes or shades and may not be painted or covered by foil, cardboard, or other similar materials. Each owner shall also be responsible for repair, replacement and cleaning of the windows and glass of his unit both exterior and interior. Unless otherwise specifically provided in this Declaration, each owner shall clean and maintain exclusive easements appurtenant to any of the units over the common area, if any.

4. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the development, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the development or within five hundred (500) feet below the surface of the development. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the development.

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5. Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles, shall be carried on, upon, or within the development, nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the development, or which shall in any way interfere with the quiet enjoyment of occupants of condominiums. Unless otherwise permitted by the Association, no owner shall serve food or beverages, cook, barbeque, or engage in similar activities, excepting within such owner's unit and excepting within those portions of the common area subject to exclusive easements appurtenant to such owner's unit, if any.

6. Parking Restrictions; Use of Garages. Unless otherwise permitted by the Association, no automobile shall be parked or left on any property subject to this Declaration other than on or within a garage, carport or assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck, or commercial vehicle shall be parked or left on any part of the development other than in any parking area, if any, designated by the Condominium Plan for the parking and storage of all or any of such vehicles by the owners of the units adjacent to such designated parking areas; provided, however, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules. Garages shall be used for the parking of automobiles only and shall not be converted for living or recreational activities. Garage doors, if any, shall remain closed at all times excepting when entering or exiting.

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7. Signs. No sign of any kind shall be displayed to the public view on or from any condominium or on or from the common area without the approval of the Association, excepting such signs as may be used by the Declarant or its designees for the purpose of developing, selling and improving condominiums within the development. Notwithstanding the foregoing, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within each unit or within the common area immediately adjacent thereto by the owner thereof, the location and design thereof to be subject to approval by the Association.

8. Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, clotheslines or other external fixtures other than those originally installed by Declarant or approved by the Association, and any replacements thereof, shall be constructed, erected or maintained on or within the common area, including any structure thereof. No wiring, insulation, air-conditioning or other machinery or equipment other than that originally installed by Declarant or approved by the Association, and any replacements thereof, shall be constructed, erected or maintained on or within the common area, including any structures thereof. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his unit; provided, however, that if cable television is or becomes available to such owner his right to maintain television antennae within completely enclosed portions of his unit shall forthwith terminate unless the Association continues to authorize the maintenance thereof.

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9. Fences, etc. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except such as are installed in accordance with the original construction of the development, and any replacement thereof, or as are authorized and approved by the Association.

10. Animals. No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any condominium or elsewhere within the project, except domestic cats and dogs which shall not be larger than 20 lbs. in weight. In any event, the Association shall have the absolute right to prohibit the maintenance of any animals or pets which constitute, in the sole and exclusive opinion of the Board, a nuisance to any owner or occupant of the development. Each person bringing or keeping a pet upon the development shall be absolutely liable to each and all other owners, their family members, guests, invitees, lessees, renters, and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests or invitees.

11. Restricted Use of Recreation Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the development; provided, however, trailers or temporary structures for use incidental to the initial construction of the development or the initial sales of units therein or incidental to the initial construction of property owned by Declarant or Declarant's designees and situated in the vicinity of the development or the initial sales therein may be maintained within the

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development, but shall be promptly removed upon completion of all such initial construction and all such initial sales.

12. Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner of a condominium shall permit or cause any trash or refuse to be kept on any portion of the development subject to this Declaration other than in the receptacles customarily used therefor.

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

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

15. Exterior Alterations. No owner shall, at his expense or otherwise, make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated within the development without the prior written consent of the Association and the holder of any mortgage or deed of trust then of record whose interest may thereby be affected.

16. Compliance With Laws, Etc. Nothing shall be done or kept in any unit or in the common area which might increase the rate of, or cause the cancellation of, insurance on the development, or any portion thereof, without the prior written consent of the Association. No owner

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shall permit anything to be done or kept in his unit which is immoral or in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No owner shall allow furniture, furnishings or other personalty belonging to such owner to remain within any portion of the common area excepting portions thereof subject to exclusive easements over the common area appurtenant to such owner's unit, if any, and excepting as may otherwise be permitted by the Association.

17. Indemnification. Each owner shall be liable to the remaining owners for any damage to the common area which may be sustained by reason of the negligence of said owner, members of his family, his contract purchasers, lessaes, renters, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each owner does further, by acceptance of his deed, agree for himself and for the members of his family, his contract purchasers, lessees, renters, guests or invitees, to indemnify each and every other owner, and to hold him or her harmless from, and to defend him or her against, any claim of any person or persons for personal injury or property damage occurring within the unit of that particular owner and any exclusive easements over the common area appurtenant thereto, if any, unless said injury or damage occurred by reason of the negligence of any other owner or person temporarily visiting in said condominium or portion of the common area subject to an exclusive easement appurtenant thereto, if any.

18. Owners' Obligation For Taxes. Each owner shall be obligated to pay any taxes or assessments assessed by the County Assessor of said County against his condominium and against his personal property.

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ARTICLE IV
THE ASSOCIATION

1. Formation. The Association shall be an unincorporated association formed under laws of the state of California and, upon the close of the first condominium sale to an owner, shall be and become charged with the duties and invested with the powers set forth in the bylaws and this Declaration, including, but not limited to control of the common area. The bylaws shall not, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

2. Association Action; Board of Directors and Officers.

Except as to matters expressly requiring the approval of members as set forth in this Declaration or the bylaws, the affairs of the Association shall in all instances be conducted by the Board and such officers as the Board may elect or appoint, such election or appointment to be in accordance with the bylaws, as the same may be amended from time to time. Except as otherwise expressly provided in this Declaration or

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the bylaws, all matters requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights assent thereto by vote or written consent as provided in the bylaws.

3. Powers and Duties of Association.

(a) Powers. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration and the bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation the following:

(i) Assessments. The Association shall have the power to establish, fix and levy assessments against the owners of condominiums and to enforce payment of such assessments, all in accordance with the provisions of this Declaration; provided, however, the approval of members shall be required as to the amounts of all regular and special assessments except as otherwise hereinafter specifically provided.

(ii) Right of Enforcement. The Association shall have the power and authority from time to time in its own name and on its own behalf, or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits at law for damages or in equity to restrain and enjoin any breach or threatened breach of any provisions of this Declaration or the bylaws, or of the Association rules adopted pursuant to Section 3 of this Article IV, or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of said provisions. In addition to the foregoing remedies, the Association shall have the right to suspend the voting rights, suspend use

privileges of the common area, or assess monetary penalties against any owner or other person entitled to exercise such rights or privileges by reason of any violation of this Declaration or the bylaws, Association rules, or Board resolutions, provided, however, that:

- a. any such suspension of use privileges may not exceed a period of thirty (30) days for any one violation; and
- b. any such monetary penalty shall not exceed twenty-five dollars (\$25) for any one violation.

Each suspended or fined owner or other person shall have the right to appeal such action by filing with the Board written notice of his intention to appeal. Such action imposing such fine or suspension shall thereupon become ineffective until the fine or suspension shall thereafter be unanimously approved by all Board members at a duly called and held regular or special meeting of the Board at which all such Board members are present, and the owner or other person to be fined or suspended shall have the right to appear, to be represented by counsel and to be heard thereat.

(iii) Delegation of Powers. The Association acting by and through the Board shall have the authority to delegate its powers, duties and responsibilities to committees or employees, including a professional managing agent (sometimes hereinafter referred to as the "manager").

(iv) Association Rules. The Association shall have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (hereinafter sometimes referred to as the "Association rules"). The Association rules shall govern the use of the common area,

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including, but not limited to, any recreational facilities, by an owner, the family members of an owner, or by any guest, invitee, contract purchaser, lessee or renter of an owner, or their respective family members, guests or invitees; provided, however, that the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration or the bylaws. A copy of the Association rules as the same may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the development. In the event of any conflict between any such Association rules and any other provisions of this Declaration or the bylaws, the provisions of this Association rules shall be deemed to be superseded by the provisions of this Declaration or the bylaws to the extent of any such inconsistency.

(b) Powers and Limitations of the Board of Directors.

The powers and duties of the Board of Directors shall normally include but shall not be limited to, the following:

(i) Enforcement of applicable provisions of the CC&R's, Articles, Bylaws, and other instruments for the ownership, management and control of the subdivision.

(ii) Payment of taxes and assessments which are, or could become, a lien on the common area or a portion thereof.

(iii) Contracting for casualty, liability and other insurance on behalf of the Association.

(iv) Contracting for goods and/or services for the common areas, facilities and interests or for the Association subject to the limitations set forth below.

(v) Delegation of its powers to committees, officers or employees of the Association as expressly authorized by the governing instruments.

(vi) Preparation of budgets and financial statements for the Association as prescribed in the governing instruments.

(vii) Formulation of rules of operation of the common areas and facilities owned or controlled by the Association.

(viii) Initiation and execution of disciplinary proceedings against members of the Association for violations of provisions of the governing instruments in accordance with procedures set forth in the governing instruments

(ix) Entering upon any privately owned subdivision interest as necessary in connection with construction, maintenance or emergency repair for the benefit of the common area or the owners in common.

(c) The governing body of the Association shall ordinarily be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider:

(i) Entering into a contract with a third person wherein the third person will furnish goods or services for the common area or the Owners' Association for a term longer than one year with the following exceptions:

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

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

c. Prepaid casualty and/or liability insurance policies of not to exceed three years' duration provided that the policy permits for short-rate cancellation by the insured.

(ii) Incurring aggregate expenditures for capital improvements to the common area in any fiscal year in excess of 5% of the budgeted gross expenses of the Association for that fiscal year.

(iii) Selling during any fiscal year property of the Association having an aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that fiscal year.

(iv) Paying compensation to members of the governing body or to officers of the Association for services performed in the conduct

of the Association's business provided, however, that the governing body may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(d) Duties of the Association. In addition to powers delegated to it in the bylaws, and without limiting the generality thereof, the Association acting by and through the Board, or by and through persons or entities described in paragraph (c) (iii), above, if applicable, shall have the obligation to conduct all business affairs of common interest to all owners, and to perform each of the following duties:

(i) Operation and Maintenance of the Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of, the common area, and all facilities, improvements and landscaping thereon and thereof, including all private driveways and private streets thereof, if any, and all other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. In this connection, the Association may employ a managing agent and may enter into contracts for services or materials for the benefit of the Association or the common area, provided, however, that the term of any such service contract shall not exceed one (1) year unless approved by members as provided in Section 2 of this Article IV.

(ii) Taxes and Assessments. Pay all real and personal property taxes and assessments and all other taxes levied against the common area, personal property owned by the Association,

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or against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale of the disposition of any property to satisfy the payment of such taxes.

(iii) Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary utility services for the common area and for condominiums when the condominiums are not separately billed therefor. The Association shall guarantee payment to the City of Arcadia, of all proper invoices by the city for water, sewer service, garbage, trash or rubbish charges.

(iv) Insurance. Obtain from reputable insurance companies, and maintain in effect, the insurance described in Article VIII hereof.

(v) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration, the bylaws, the Association rules and any Board resolutions.

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

5. Annual Meeting and Notice. An organizational meeting shall be held as soon as practicable following issuance by the California Department of Real Estate of the first Final Subdivision Report covering the development, and the directors elected thereat shall hold office until the first annual meeting. Until the first annual meeting, representatives of Declarant may act as directors and officers of the Association. The first annual meeting of members of the Association shall be held not later than six (6) months after the closing of the sale of the first condominium within the development. Thereafter, annual meetings of members of the Association shall be held in each succeeding year within one week before or after the anniversary date of said first annual meeting on a day to be determined by the Board, which day shall not be a legal holiday. Special meetings may be called as provided for in the bylaws. Notice of all members meetings, annual or special, shall be given by regular mail or telegram and shall be given not less than ten (10) days nor more than thirty (30) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. All such meetings shall be held within the development or as close thereto as practicable, at a reasonable place selected by the Board. The presence at any meeting in person or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five (25%) of said total votes. Any meeting of members whereat a quorum is present

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may be adjourned for any reason to a time not less than 5 days nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present thereat in person or by proxy.

6. Audit and Annual Operating Statement. Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause an independent audit of the accounts of the maintenance fund to be prepared, and upon completion of such audit shall cause to be prepared and delivered to each owner within thirty (30) days after completion, a true and correct copy thereof. In addition, the Association shall prepare, or cause to be prepared, an annual operating statement reflecting the income and expenditures of the Association for its fiscal year and a copy of said statement shall be distributed to each member within ninety (90) days after the end of each fiscal year.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

1. Membership.

(a) Qualifications. Each owner of a condominium, including Declarant, shall be a member of the Association. Ownership of a condominium or interest therein shall be the sole qualification for and entitlement to membership in the Association. Each owner shall remain a member of the Association until such time as his ownership or ownership interest in all condominiums in the development ceases for any reason, at which time his membership in the Association shall automatically cease. A member is not intended to include persons or entities who hold an interest in a condominium merely as security for performance of an obligation; nor is a member intended to include contract purchases,

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excepting, however, a contract purchaser or contract purchasers from the DVA under a Cal-Vet contract, if any.

(b) Members' Rights and Duties. Each member shall have the rights, duties and obligations set forth in this Declaration, the bylaws and the Association rules, as the same may from time to time be amended.

(c) Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, a condominium shall be appurtenant to such condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon a transfer of title to each such condominium or interest therein and then only to the transferee thereof. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium or interest therein shall operate automatically to transfer the membership rights in the Association appurtenant thereto to the new owner thereof.

2. Voting.

(a) Number of Votes. The owner or, collectively, the owners, of each condominium shall have one (1) vote for each condominium owned.

(b) Joint Owner Votes. The voting rights for each condominium may not be cast on a fractional basis. In the event that the joint owners of a condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit same

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as to the matter in question. If any owner or owners cast the voting rights of a particular condominium, 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 (1) person or entity casts the voting rights for a particular condominium, said voting rights shall not be counted and shall be deemed void.

(c) Cumulative Voting.

(i) a. Cumulative voting in the election of governing body members shall be prescribed for all elections in which more than two positions on the governing body are to be filled. Voting for the governing body shall be by secret, written ballot.

b. Unless the entire governing body is removed from office by the vote of Association members, an individual governing body member shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures by a divider equal to 1 plus the authorized number of governing body members.

(ii) a. A special procedure shall be established by the governing instruments to assure that at

least one representative of the governing body is elected solely by the votes of owners other than the subdivider at any election in which the owners other than the subdivider do not have a sufficient percentage of the voting power of the Association to elect at least one governing body member through the cumulating of all of their votes.

b. A governing body member who has been elected to office solely by the votes of members of the Association other than the subdivider may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in members other than the subdivider.

ARTICLE VI
ASSESSMENTS

1. Agreement to Pay. The Declarant, for each condominium owned by it in the development which is expressly made subject to assessment as set forth in this Declaration, hereby covenants and agrees, and each purchaser of a condominium by this acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree, for each condominium owned, to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as hereinafter provided.

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2. Personal Obligation. Each such assessment, or installment thereof, together with any late charge, interest thereon, collection costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was an owner at the time such assessment, or installment thereof, became due and payable. In the event more than one person or entity was the owner of a condominium, the personal obligation to pay such assessment, or installment thereof, respecting such condominium shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments thereof, and such other sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner of a condominium may exempt himself from payment of assessments, or installments thereof, by waiver of the use or enjoyment of all or any portion of the common area or by waiver of the use or enjoyment of, or by abandonment of, his condominium.

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

4. Financial Statements. Financial statements for the Association shall be regularly prepared and copies shall be distributed to each member of the Association as follows:

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

(b) A balance sheet--as of an accounting date which is the last day of the month closest in time to six months from the

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date of closing of the first sale of an interest in the subdivision--and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the subdivision interest and the name of the entity assessed.

(c) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within 90 days after the close of the fiscal year.

5. Assessments.

(a) Regular Assessments. Not more than sixty (60) days nor less than thirty (30) days prior to the beginning of each calendar year the Board shall estimate the total amount of funds necessary to defray the common expenses of the Association for the next calendar year, and if said amount is approved by the members, same shall become the regular assessment for such year. Said assessments shall be uniform and shall be determined as provided in Section 5 hereof.

(b) Special Assessments. In the event the Board shall determine that the theretofore estimated total amount of funds necessary to defray the common expenses of the Association for a given calendar year is, or will become, inadequate to meet such expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction or reconstruction, unexpected repairs or replacement of capital improvements upon the common area, or otherwise, the Board shall determine the approximate amount necessary to defray such expenses, and if said amount is approved by the members same shall become a special assessment which may be assessed hereunder. The Board may, in its

discretion, pro rate such special assessment over the remaining months of the calendar year or levy such assessment immediately against each condominium.

(c) Limitation Respecting Special Assessments. In any fiscal year, the Board may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than the subdivider, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed 5% of the budgeted gross expenses of the Association for that fiscal year.

6. Uniform Rate of Assessment. Except as otherwise specifically hereinafter provided, regular and special assessments must be fixed at a uniform rate for all condominiums. In this regard, same shall be determined by dividing the amount thereof by the total number of condominiums within the development.

7. Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection; provided however, the initial regular assessment period shall commence on the date on which the sale of the first condominium to a purchaser is closed (hereinafter referred to as the "initial date") and shall terminate on December 31 of the year in which the initial sale is consummated. The first regular assessment and all special assessments

shall be adjusted according to the number of months remaining in the calendar year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection. The Association shall not change the pro rata interest or obligation of any condominium for purposes of levying assessments unless all owners and all mortgagees have given their prior written consent thereto.

8. Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be sent to the owner or owners of every condominium subject thereto wherein the due dates for the payments of installments thereof shall be specified. The due dates for the payment of installments of regular assessments and special assessments shall normally be the first day of each month unless some other due date is established by the Board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment a late charge of Twenty-five dollars (\$25.00) together with interest at the rate of nine percent (9%) per annum calculated from the due date to and including the date full payment is received by the Association.

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9. Increase in Assessments. Notwithstanding the foregoing the Board may, for the calendar year following the initiation date and any subsequent calendar year, increase the regular assessments effective January 1 of each year by an amount not in excess of twenty percent (20%) above the maximum annual assessment per condominium for the previous year, without the vote or written assent of a majority of the voting power of the Association residing in members other than the Subdivider.

10. Estoppel Certificate. The Board or manager, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular owner is in default as to said owner's condominium under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such condominium, it being intended that any such certificate delivered pursuant to this Section 9 may be relied upon by a prospective purchaser or mortgagee of said condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments as to which the signer had no actual knowledge.

ARTICLE VII

COLLECTION OF ASSESSMENTS: LIENS

1. Right to Enforce. The right to collect and enforce assessments is hereby vested in the Board acting by and on behalf of the Association. The Board or its authorized representatives, including the manager, if any, may enforce the obligations of the owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity or the Board may foreclose by

judicial proceedings or through the exercise of the power of sale pursuant to Section 2 hereof to enforce the lien rights created hereby. Suit to recover a money judgment for unpaid assessment together with all other amounts described in Section 2 of Article VI hereof shall be maintainable without foreclosing or waiving said lien rights.

2. Creation of Lien. In the event of a delinquency in the payment of any assessment, or installment thereof, respecting a condominium, as described in Section 7 of Article VI hereof, such amounts as may be delinquent, together with the late charge described in said Section 7, interest thereon at the rate of nine percent (9%) per annum, and all costs which may be incurred by the Board or its authorized representative in the collection of said amounts, including reasonable attorneys fees, shall be and become a lien against such condominium upon the recordation in the office of the County Recorder of said County of a Notice of Assessment as provided in Section 1356 of the California Civil Code. The Notice of Assessment shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent owner or owners of such condominium, not less than fifteen (15) days prior to the recordation of said Notice of Assessment, a written notice of default and a demand for payment, and such delinquency has not been cured within fifteen (15) days after delivery thereof. Said lien shall expire and be null and void unless, within one (1) year after recordation of said Notice of Assessment, the Board or its authorized representative records a notice of default as hereinafter provided or institutes judicial foreclosure proceedings.

3. Notice of Default; Foreclosure. Not less than ten (10) days nor more than one (1) year after the recording of said Notice of

Assessment, the Board or its authorized representative may record a notice of default and thereafter may cause such condominium to be sold in the same manner as a sale is conducted as provided by Sections 2924, 2924b and 2924c of the California Civil Code, or through judicial foreclosure; provided, however, that as a condition precedent to the holding any such sale under said Section 2924c appropriate publication shall be made; and provided, further, that in connection with any sale pursuant thereto the Board is hereby authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California as Trustee for purposes of conducting such sale. If any such delinquency is cured prior to sale, or prior to completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the County Recorder of said County a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorneys fees not to exceed one hundred fifty dollars (\$150.00) by such delinquent owner or owners. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the condominium owner or owners shall be required to pay to the Association reasonable rental for the condominium and the Association shall be entitled to the appointment of a receiver to collect the same. In this regard, on becoming delinquent in the payment of any assessments, or installments thereof, each delinquent owner or owners shall be deemed to have absolutely assigned all rents, issues and profits of his condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association by the remedy of specific performance). The Association acting on behalf of the owners, shall have the power to bid in the condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

4. Waiver of Exemptions. Each owner does hereby waive, to the extent of any liens created pursuant to this Article VII, the benefit of any homestead or exemption laws of the State of California in effect at the time any assessment, or installment thereof, becomes delinquent or any lien is imposed pursuant to the terms hereof.

ARTICLE VIII

INSURANCE

1. Liability Insurance. The Association shall obtain and maintain in force comprehensive public liability insurance insuring the Association, the manager, if any, the Declarant and the owners and occupants of condominiums, and their respective family members, guests, and invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$500,000.00 for death of or injury to any one person . . . any one occurrence, \$1,000,000.00 for death or injury to more than one person in any one occurrence, and \$50,000.00 for property damage in any one occurrence.

2. Fire and Extended Coverage Insurance. The Association shall also obtain and maintain in force a master or blanket policy of fire insurance for the full insurable value of all of the improvements within the development. Such policy and any endorsements thereon shall be in the form and content, for such term and in such company as may be satisfactory to any mortgagee; and, if more than one mortgagee has a loan of record against the development, or any part thereof, such policy and endorsements shall meet the maximum standards of the

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various mortgages represented in the development. Such policy shall contain extended coverage and replacement cost endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements in the event of partial destruction and a decision not to rebuild. Such policy shall be in such amounts as shall be determined from time to time by the Board, shall name as insured the Association, the owners and Declarant, so long as Declarant is the owner of any of the condominiums and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee hereinafter described.

3. Individual Fire Insurance. If available, underlying fire insurance coverage for individual condominiums shall be written as a part of, or in conjunction with, said master policy, where necessary to protect individual lenders. If such coverage is not available, each owner or owners of each condominium shall purchase at his or their expense and maintain such fire and casualty coverage as may be required by his or their individual mortgagee. Any such underlying insurance shall contain a replacement cost endorsement, if available, and, to the extent available, such other endorsements as may be a part of the master policy. Such insurance shall likewise name as insured all of the owners and Declarant, so long as Declarant is the owner of any of the condominiums, and all mortgagees, as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee hereinafter described.

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4. Trustee. All insurance proceeds payable under Sections 2 and 3 above, and subject to the rights of the mortgagees under Section 7, may be paid to a trustee, to be held and expended for the benefit of the owners, mortgagees and others, as their respective interests shall appear. Such trustee shall be a commercial bank, or branch thereof, in said County, which has agreed in writing to accept such trust. In the event repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for herein.

5. Other Insurance. The Board may purchase and maintain in force demolition insurance in adequate amounts to cover demolition in the event of total or partial destruction and a decision not to rebuild. The Board shall also purchase and maintain workmen's compensation insurance, to the extent that the same shall be required by law, for all employees of the development. The Board may also purchase and maintain fidelity bonds, insurance on personal property owned by the Association, and such other insurance as it deems necessary.

6. Owner's Insurance. An owner may carry such personal liability and property damage insurance respecting his condominium as he may desire; provided, however, any such policy shall include a waiver of subrogation clause.

7. Distribution to Mortgagees. With respect to insurance coverage under Sections 2 and 3 above, any mortgagee shall have the option to apply insurance proceeds payable thereunder to such mortgagee in reduction of the obligation secured by the mortgage of such mortgagee.

8. Loss Payable Clauses. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming the mortgagees, as their interests may appear.

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ARTICLE IX

DESTRUCTION OF IMPROVEMENTS

1. Destruction; Proceeds Exceed 85% of Reconstruction Costs.

In the event of a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Article VIII are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction thereof, the same shall be promptly rebuilt unless, within ninety (90) days from such destruction, members then holding at least seventy-five percent (75%) of the total voting power present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the County Recorder of said County, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

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

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date of such destruction, a certificate declaring the intention of the members to rebuild.

3. Procedures Respecting Rebuilding. If the members determine to rebuild, pursuant to Sections 1 or 2, above, the owner or owners of each condominium shall be obligated to contribute such funds as shall be necessary to pay his or their proportionate share of the cost of reconstruction, over and above the available insurance proceeds, and the proportionate share of each such owner or owners shall be the same as his or their proportionate share of Association assessments as established in Article VI. In the event of the failure or refusal of such owner or owners to pay his or their proportionate share, the Board may levy a special assessment against the condominium of such owner or owners which may be enforced under the lien provisions contained in Article VII hereof or in any other manner provided in this Declaration. For purposes hereof, the "proportionate share of an owner or owners of the cost of reconstruction" shall be increased as to such owner or owners by the amount of insurance proceeds paid to the mortgagee of the condominium of such owner or owners (and in respect to such condominium) pursuant to Section 7 of Article VIII hereof.

4. Contract re Rebuilding. If the members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two reputable contractors, and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with said contractor for such repair and reconstruction, and the insurance proceeds held by the trustee or the Association 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 assure the commencement

and completion of such repair and reconstruction at the earliest possible date if same is authorized.

5. Rebuilding Not Authorized. If the members determine not to rebuild, then, subject to the rights of mortgagees as set forth in Section 7 of Article VIII hereof, any insurance proceeds then available for such rebuilding shall be distributed to the owner or owners of each condominium proportionately in accordance with the then assessed value of each such condominium appearing on the tax rolls of the County Assessor of said County. The Board shall have the duty, within one hundred twenty (120) days of the date of such destruction, to execute, acknowledge, and record in the office of the County Recorder of said County, a certificate declaring the intention of the members not to rebuild.

6. Minor Repair and Reconstruction. The foregoing notwithstanding, the Board shall have the duty to repair and reconstruct improvements, without the consent of members and irrespective of the amount of available insurance proceeds, in all instances of partial destruction where the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000.00). The Board is expressly empowered to levy a special assessment for the cost of same to the extent insurance proceeds are unavailable therefor, such assessments to be levied as described in Section 3 hereof (but without the consent or approval of members, any other provisions of this Declaration to the contrary notwithstanding).

7. Revival of Right to Partition. Upon recordation of a certificate described in Section 5 hereof, the right of any owner to

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partition through legal action as described in Article XI hereof shall forthwith revive.

8. Arbitration. In the event of a dispute among the owners or mortgagees with respect to the provisions of this Article IX, 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 to all other owners and their respective mortgagees as promptly thereafter as possible, giving all Board members, owners and mortgagees an opportunity to appear in such arbitration proceedings. The decision of such arbitrator in the matter shall be final and conclusive upon all parties. The arbitrator may include in his decision an award for costs and/or attorneys fees against any one or more parties to the arbitration. The award or decision may be confirmed and enforced by any court of competent jurisdiction.

9. Negligently or Willfully Caused Damages. Any owner or other person negligently or willfully causing damage to the development shall be liable therefor.

ARTICLE X CONDEMNATION

1. Sale by Unanimous Consent. In the event that an action for condemnation of all or a portion of the development is proposed or threatened by any governmental agency having the right of eminent domain, then, upon unanimous written consent of all of the owners, the development, or such portion thereof may be sold.

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2. Distribution of Proceeds of Sale. Upon a sale occurring as described in Section 1 hereof, the proceeds resulting therefrom shall be distributed to and among each owner and his respective mortgagee in accordance with an agreement entered into by all owners and mortgagees. Lacking such agreement within ninety (90) days after the proceeds of sale become available for distribution, the matter shall be referred to arbitration in accordance with Section 8 of Article IX.

3. Distribution of Condemnation Award. In the event the development, or such portion thereof, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the owners and their respective mortgagees.

4. Revival of Right to Partition. Upon a sale or taking pursuant hereto which renders more than fifty percent (50%) of the units in the development uninhabitable, the right of any owner to partition through legal action shall forthwith revive.

ARTICLE XI

PARTITION

1. Suspension. The right of partition is hereby suspended pursuant to Section 1354 of the California Civil Code as to the development. The development may be partitioned and sold pursuant to the provisions of Section 752b of the California Code of Civil Procedure upon a showing of the occurrences of any one of the events therein provided. Additionally, partition may be had upon a showing that the conditions for such partition as set forth in Section 7 of Article IX or in Section 4 of Article X have been met. Nothing herein contained

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shall prevent the partition or division of interest between joint or common owners of one (1) condominium.

2. Power of Attorney. Pursuant to Section 1355(b) (9) of the California Civil Code, each of the owners hereby grants the Association an irrevocable power of attorney to sell the development for the benefit of the owners thereof when partition thereof may be had under Section 752b of the California Code of Civil Procedure. Exercise of said power shall be subject to the approval of members.

ARTICLE XII

NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

1. Prohibition Against Severance. No owner shall be entitled to sever his unit in any condominium from his undivided interest in the common area specified in Exhibit "B" hereof for any purpose. Neither of said component interests may be separately sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void and of no effect. Similarly, no owner shall be entitled to sever any exclusive easement appurtenant to his unit over the common area from his condominium, and any attempt so to do shall be void and of no effect. The suspension of this right of severability will, in no event, extend beyond the period set forth in Article XI respecting the suspension of partition. It is intended hereby to restrict severability pursuant to Section 1355(g) of the California Civil Code.

2. Conveyances. Subsequent to the initial sales of the condominiums, any conveyance of a unit, or of the component interest

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in any common area, by the owner of any condominium, shall be presumed to convey the entire condominium; provided, however, that nothing herein contained shall be construed as precluding the owner of any condominium from creating a co-tenancy or joint tenancy in the ownership of said condominium with any other person or persons.

ARTICLE XIII

TERM OF DECLARATION: COMPLIANCE WITH RULE AGAINST PERPETUITIES AND RESTRAINTS ON ALIENATION

1. Term of Declaration. This Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from and after the date on which this Declaration is executed. Thereafter, this Declaration and all covenants, conditions, restrictions and other provisions herein contained shall be of no force and effect unless extended by an instrument executed by owners of not less than two-thirds (2/3) of the condominiums in the development and recorded in the office of the County Recorder of said County.

2. Rule Against Perpetuities. Excepting as to the suspension of the right of partition as provided in Article XI and excepting as to the prohibition against severability of component interests in a condominium as provided in Article XII, in no event shall the vesting of any interest in real or personal property or the suspension of the alienation of any interest in real or personal property occur under the provisions of this Declaration later than twenty-one (21) years following the death of the last survivor of the following persons: James Carter, President of the United States, his wife, Rosalyn; and his now living children.

ARTICLE XIV
PROTECTION OF MORTGAGEES

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

2. Subordination. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any mortgage encumbering all or a portion of the development, or 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 priority of such mortgage unless the mortgagee thereunder thereof shall expressly subordinate his interest, in writing, to such lien.

3. Amendment. No amendment to this Declaration shall affect the rights of any mortgagee under any mortgage made in good faith and for value and recorded prior to the recordation of any such amendment unless said mortgagee shall either join in the execution of such amendment or shall approve the same in writing as a part of such amendment.

4. Voting Rights on Default. In the event of a default by the owner or owners of any condominium in any payment due under the terms of any first mortgage (meaning a mortgage with priority over other mortgages) encumbering such condominium, or the promissory note secured thereby, the mortgagee, or his representative, shall have the right, upon giving written notice to such defaulting owner or owners, and placing of record a notice of default, and upon the acquiring of title to said condominium by said mortgagee, to exercise the voting rights of such defaulting owner or owners attributable to such condominium at any regular or special meeting of the members.

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

6. Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments thereof, shall not operate to affect or impair the lien of such mortgage. Upon foreclosure of such mortgage, or the acceptance of a deed-in-lieu of the foreclosure by the mortgagee, the lien hereof for assessments, or installments thereof, as shall have accrued up to the time of foreclosure or the acceptance of a deed-in-lieu thereof shall be subordinate to the lien of such mortgage, with the foreclosure-purchaser or deed-in-lieu-grantee taking title to such condominium free of the lien hereof for such assessments, or installments thereof, as shall have accrued up to the time of the foreclosure sale or the delivery of the deed in lieu of the foreclosure; and upon so coming into title to such condominium, such foreclosure-purchaser or such deed-in-lieu grantee shall only be obligated to pay assessments or other charges levied or assessed by the Association subsequent to the time such foreclosure-purchaser or such deed-in-lieu grantee acquired title to such condominium, which subsequently levied

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assessments or other charges may include previously unpaid assessments provided all owners, including such foreclosure-purchaser or such deed-in-lieu-grantee, and the successors and assigns thereof, are required to pay their proportionate share thereof as hereinabove provided.

7. Non-Curable Breach. Any mortgagee who acquires title to a condominium by foreclosure or by deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is non-curable or of a type which is not practical or feasible to cure.

8. Loan to Facilitate. Any mortgage given to secure a loan to facilitate the resale of a condominium after acquisition by foreclosure or by a deed in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article XIV.

9. Appearance at Meetings. Because of its financial interest in the development, any mortgagees may appear (but may not vote except under the circumstances set forth in Section 4 hereof) at meetings of the members and the Board to draw attention to violations of this Declaration which have not been corrected or made the subject of remedial proceedings or assessments.

10. Right to Furnish Information; Collection of Insurance Premiums. Any mortgagee shall have the right to furnish information to the Board concerning the status of any mortgage. The board may also delegate to any mortgagee the right to collect such portion of a condominium's assessments, or installments thereof, representing premiums payable for insurance coverage.

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11. Loss Payable Clauses. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming the mortgagees, as their interests may appear.

12. Federal Home Loan Mortgage Corporation Financing. Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation ("FHLMC") to participate in the financing of the sale of condominiums within the development, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of this Declaration, these added provisions shall control):

(a) A first mortgage at his request is entitled to written notification from the Association of any default by the mortgagor of a unit in the performance of such mortgagor's obligations under this Declaration, Bylaws, and any other documents relating to the development, including amendments thereto, hereinafter collectively referred to as the "Condominium Documents", which is not cured within thirty (30) days.

(b) Any first mortgagee who acquires title of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal."

(c) The prior written approval of at least 75% of the holders first mortgages on condominiums shall be required for the following:

(i) The abandonment or termination of the development, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking of condemnation or eminent domain;

(ii) Any material amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Association including, but not limited to, any amendment which would change the percentage interests of the unit owners in the project;

(iii) The partition or subdivision of any condominium;

(iv) A change of the prorata interests or obligations of any unit for purposes of: a) levying assessments or charges or allocating distributions hazard insurance proceeds or condemnation awards, or b) determining the prorata share of ownership of each condominium in the Common Area;

(v) Any action or omission to act by the Association seeking 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 development shall not be deemed a transfer within the meaning of this subparagraph;

(vi) The use of hazard insurance proceeds for losses to any condominium or portion of Common Area for other than the repair, replacement or reconstruction of the improvements thereon, except as provided by statute in case of substantial loss to the condominiums and/or Common Area of the development.

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(d) Any holder of a first mortgage on a condominium shall have the right to examine the books and records of the Association.

(e) In the event of substantial damage to or destruction of any unit or any part of the Common Area, the institutional holder of any first mortgage on a unit shall be entitled to timely notice of any such damage or destruction and no provision of any document establishing the project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

(f) If any unit or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of this Declaration will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

(g) In the event any portion of the Common Area encroaches upon the Common Area as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

(h) Anything in this Declaration to the contrary notwithstanding, there shall be no restriction to any condominium owner's right of ingress and egress to his unit.

(i) The failure of any unit owner to comply with the provisions of this Declaration, the Bylaws and any Articles of Incorporation shall give rise to a cause of action in the Association, any aggrieved owner and the holder of a first mortgage on a condominium for the recovery of damages, or for injunctive relief, or both.

(j) Each holder of a first mortgage on a unit who acquires title of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall be exempt from any "right of first refusal," and shall take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder or purchaser acquires title to the unit.

(k) Any lien which the Association may have on any unit in the project for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

(l) The holder of a first mortgage on a condominium at its request will be entitled to written notification from the Association of any default by the owner of such condominium in the performance of such owner's obligations under this Declaration or the Articles of Incorporation or Bylaws of the Association which is not cured within sixty (60) days.

(m) An adequate reserve fund for replacement of improvements in the Common Area must be established and must be funded by regular monthly payments rather than special assessments.

(n) All taxes, assessments and charges which may become liens prior to the first mortgage under California law, if any, shall relate only to the individual condominium and not to the development as a whole.

(o) The Association shall give the Federal Home Loan Mortgage Corporation (FHLMC) notice in writing of any loss to, or taking of, any portion of the Common Area, if such loss or taking exceeds \$10,000.00 or if damage to a condominium covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00.

(p) Any agreement for professional management of the development or any other contract providing for services by the developer, sponsor, declarant or builder will be terminable by either party without cause or payment of a termination fee on ninety (90) days' written notice and shall not exceed a contract term of three years.

(q) The provisions of this Article XIV shall be controlling in the event of any conflict between the provisions of this Article XIV and any other provisions of the Declaration.

ARTICLE XV

AMENDMENT

1. Amendment Prior to Close of First Sale. Prior to the close of the first sale in the development to a purchaser other than Declarant, this Declaration and any amendments thereto may be amended in any respect or revoked by the execution by Declarant by an instrument

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amending or revoking same, which instrument shall make appropriate reference to this Declaration and any amendment hereto and which instrument shall be acknowledged and recorded in the office of the County Recorder of said County.

2. Amendment Subsequent to Close of First Sale.

(a) Subsequent to the close of the first sale of a condominium in the development to a purchaser other than Declarant, this Declaration may be amended by the vote or written consent of members representing not less than 51% of the voting power of the Association residing in members other than the subdivider, by their execution of an instrument properly acknowledged and recorded in the Office of the County Recorder of said County, provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) The Bylaws may be amended by vote or written consent of members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association, other than the subdivider, subject only to the qualifications set forth above with respect to particular provisions containing prescribed percentages of voting power required for action to be taken.

3. Conflict with Article XIV or Other Provisions of This Declaration. To the extent any provisions of this Article VX conflict with the provisions of Article XIV or any other provisions of this

Declaration, the conflicting provisions of Article XIV or such other conflicting provisions shall control.

4. Business and Professions Code Section 11018.7. The foregoing to the contrary notwithstanding, all amendments or revocations of this Declaration shall comply with the provisions of Section 11018.7 of the California Business and Professions Code to the extent said section is applicable thereto.

5. Approval of Governmental Authority. Any amendment which would defeat the obligation of the Board, acting by and on behalf of the Association, or the Association, to provide management and maintenance of the common area, including any private driveways or private streets thereof, in a first-class condition and in a good state of repair, or which would defeat the assessment procedure established or contemplated in this Declaration to insure said management and maintenance, must be approved in writing by a representative of the City of Arcadia, California. Such written approval may be in the form of a letter and need not be a part of any recorded instrument.

6. Reliance on Amendments. Any amendments in accordance with the terms of this Declaration shall be presumed valid to anyone relying thereon in good faith.

ARTICLE XVI

GENERAL PROVISIONS

1. Headings. The headings used in this Declaration are for convenience only and are not to be used in interpreting the meaning of any of the provisions of this Declaration, or otherwise.

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

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

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

5. No Racial Restriction. No owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his condominium on the basis of race, color or creed.

6. Districts. To the extent permitted by law, no owner shall oppose the formation of any district in which the development would be included.

7. Inspection of Association's Books and Records.

(a) The membership register, books of account and minutes of meetings of the members of the Board and of committees of the Board, shall be made available for inspection and copying by any member of the

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Association--or by his duly-appointed representative--at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the subdivision as the governing body shall prescribe.

(b) The Board shall establish reasonable rules with respect to:

(i) Notice to be given to the custodian of the records by the member desiring to make the inspection.

(ii) Hours and days of the week when such an inspection may be made.

(iii) Payment of the cost of reproducing copies of documents requested by a member.

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

8. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan of condominium ownership for the development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

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

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

11. Exhibits. Any and all exhibits attached hereto shall be deemed made a part hereof and incorporated by reference herein.

12. Easements Reserved and Granted. Any and all easements referred to herein shall be deemed reserved or granted, or both reserved and granted, as appropriate, by reference to this Declaration in a conveyance of any condominium.

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13. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, lessees, successors and assigns of the owners.

14. Indemnification of Officers and Directors. Every director and every officer of the Association shall be, and is hereby, indemnified by the Association against all expenses and liabilities, including fees of counsel, reasonably incurred by or imposed upon such director or officer in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and shall not be exclusive of, all rights to which each such director and each such officer may otherwise be entitled.

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By the execution and recording of this document,
 Declarant does hereby request the City of Arcadia. to enforce
 traffic regulations on any private streets within the deve
 ment, pursuant to Vehicle Code Section 21107.5

IN WITNESS WHEREOF, Declarant has executed this
 instrument as of this 10th day of October, 1977.

Leon W. Valentine
 LEON W. VALENTINE
Dominick D. Chila
 DOMINICK D. CHILA

Misc-116 (GS) Ask Individual (Rev 9-66)
 Sample

STATE OF CALIFORNIA
 COUNTY OF Los Angeles } SS.
 On October 10, 1977 before me,
 the undersigned, a Notary Public in and or said County and State,
 personally appeared _____
Leon W. Valentine
Dominick D. Chila
 _____ known to me
 to be the person s whose name are subscribed to the
 within instrument and acknowledged that they executed the
 same.

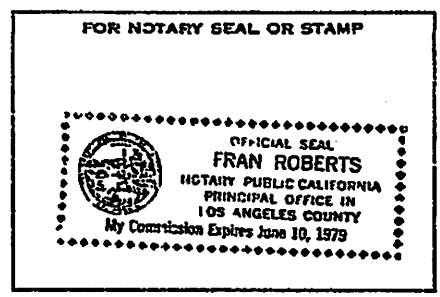


EXHIBIT "A"

Lot 1 of Tract No 33121 in the city of Arcadia, County of Los Angeles,
State of California, as per map filed in Book 880, pages 39
to 90 inclusive, of Maps, in the office of the County Recorder of
said county.

EXHIBIT "B"

1. The real property described in Exhibit "A" hereof is presently improved with seven (7) dwelling units, and unrelated improvements, all in accordance with plans and specifications therefor on file with the city of Arcadia, California.

2. The common area consists of Lot 1 of said Tract No. 33121, excepting therefrom each and all of the seven (7) units of the development, which said seven (7) units are more specifically described in the condominium plan. Certain portions of the common area are designated "Exclusive Appurtenant Easements" and intended for the exclusive use of the unit to which they are assigned, as in the case of parking spaces, or adjacent, as in the case of balconies. These areas are indicated on the condominium plan.

3. The respective interest in the common area to be conveyed with each unit comprises an undivided 1/7 interest therein.

4. For purposes of a distribution of proceeds or property in the event of a partition, and to the extent permitted by law, same shall be distributed to and among the respective owners and their mortgagees of each condominium as their respective interests may appear proportionately in accordance with the then assessed value of each such condominium appearing on the tax rolls of the County Assessor of said county.

CONDOMINIUM PLAN FOR
TRACT NO. 32121

SHEET 1 OF 5 SHEETS

CONDOMINIUM PLAN FOR LOT 1, TRACT NO. 32121, IN
THE CITY OF ARCHANA, COUNTY OF LOS ANGELES, STATE
OF CALIFORNIA, AS PER MAP RECORDED IN BOOK AND
PAGES 89 & 90 OF VOLS. IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY,
INGRANIMATE PLAT PLANS OF THE BUILDINGS CON-
STRUCTED ON SAID LOT, AND CERTIFICATE AS REQUIRED
UNDER CALIFORNIA CIVIL CODE SECTION 1351.

WE HEREBY CERTIFY THAT WE ARE THE CHARTERED AS, RECORD HOLDER OF SECURITY
INTEREST HEREIN, OR ARE INTERESTED IN THE SAID INTERESTS WITHIN THE PROJECT
SHOWN ON THIS PLAN, AND THAT WE HEREBY CONSENT TO THE REFORMATION OF THIS
PLAN PURSUANT TO THE PROVISIONS OF CHAPTER 6, TITLE 6, DIVISION 3, SECTION 1351,
OF THE CIVIL CODE.

Leon W. Valentini
LEON W. VALENTINI

Dominick D. Chila
DOMINICK D. CHILA

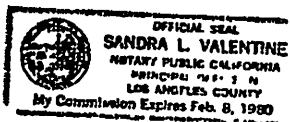
CONTINENTAL BANK, A CALIFORNIA CORPORATION, RECORD HOLDER OF
SECURITY INTEREST BY DEED OF TRUST RECORDED JANUARY 27,
1977 AS INSTRUMENT NO. 77-94876.

James B. Thomas
PRESIDENT

William H. Overfelt
SECRETARY

STATE OF CALIFORNIA } 55
COUNTY OF LOS ANGELES }

ON THIS 13th DAY OF JUNE, 1977 BEFORE ME, SANDRA L. VALENTINI,
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LEON W.
VALENTINI AND DOMINICK D. CHILA KNOWN TO ME TO BE THE PRESIDENTS
WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED
TO ME THAT THEY EXECUTED THE SAME.



Sandra L. Valentine
Sandra L. Valentine

STATE OF CALIFORNIA } 55
COUNTY OF LOS ANGELES }

ON THIS 13th DAY OF JUNE, 1977 BEFORE ME, IRENE
IRENE McCulloch, A
NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED
JAMES B. THOMAS KNOWN TO ME TO BE THE PRESIDENT AND
WILLIAM H. OVERFELT KNOWN TO ME TO BE THE SECRETARY OF CON-
TINENTAL BANK, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT
AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT
ON BEHALF OF THE CORPORATION HEREIN NAMED AND ACKNOWLEDGED
TO ME THAT SAID CORPORATION EXECUTED THE SAME AS HOLDER OF
SECURITY INTEREST.



Irene McCulloch
Irene McCulloch

I HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR OF THE
STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 5 SHEETS
CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY OF THIS
CONDOMINIUM PROJECT MADE UNDER MY SUPERVISION IN JANUARY, 1977.

Loren C. Phillips
LOREN C. PHILLIPS C.S. 3175

EXHIBIT "C"

CONDOMINIUM PLAN
FOR
TRACT NR 33121

SHT. 2 OF 5 SHIS.

NOTES AND DEFINITIONS:

1. THE COMMON AREA OF THIS DEVELOPMENT IS THE LAND AND REAL PROPERTY INCLUDED WITHIN THE BOUNDARY LINES OF LOT 1, TRACT NR 33121 IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 830 PAGES 87 & 88 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, EXCEPT THOSE PORTIONS SHOWN AND DETACHED HEREIN AS UNITS 1 TO 7 INCLUSIVE.
2. THIS PLAN IS A CONDOMINIUM PROJECT UNDER THE OWNERSHIP OF THE UNIT HILL AND HAS AN UNDIVIDED INTEREST IN THE COMMON AREAS WHICH WILL IN TURN PROVIDE ACCESS AND UTILITY EASEMENTS FOR THE UNITS.
3. UNITS 1 THROUGH 7 ARE DWELLING SPACES.
4. THE BOUNDARIES OF EACH DWELLING SPACE ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILING, WINDOWS, AND DOORS THEREOF, AND EACH SUCH DWELLING SPACE INCLUDES THE SURFACES SO ENCOMPASSED.
5. THE FOLLOWING ARE NOT PART OF THE UNIT: BEARING WALLS, CEILING, FLOORS, ROOFS, SHAFTS, FOUNDATIONS, PIPES, DUCTS, PLUMB, CHUTES, CONDUCITS, WARE, AND OTHER UTILITIES WHEREVER LOCATED EXCEPT OUTLETS THEREOF WITHIN THE UNIT.
6. THE BOUNDARY LINES OF ALL UNITS INTERSECT AT RIGHT ANGLES UNLESS OTHERWISE INDICATED.
7. ALL TIES FROM LOT LINES ARE TO EXTERIOR BOUNDARIES OF BUILDINGS UNLESS OTHERWISE NOTED.
8. ALL WALL THICKNESSES ARE 0.43 FT. UNLESS OTHERWISE INDICATED.
9. AREAS LABELED 1-G TO 7-G INCLUSIVE AND 1-B TO 6-B INCLUSIVE ARE GARAGES AND BALCONIES RESPECTIVELY AND ARE EXCLUSIVE APPURTENANCE FOR THE EXCLUSIVE USE OF THE UNITS BEARING THE SAME NUMBER DESIGNATION.

BASES OF BEARINGS:

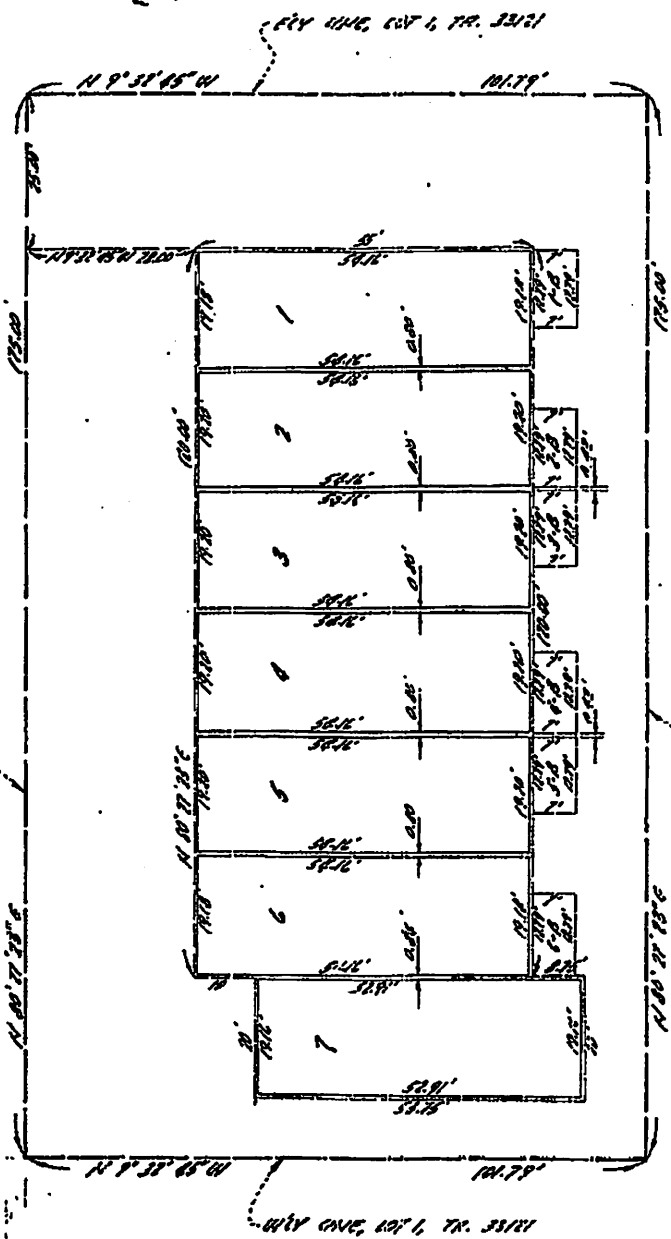
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING
N 9° 38' 06" W OF THE CENTERLINE OF TEMPLE CITY BOULEVARD
AS SHOWN ON THE COUNTY SURVEYOR'S MAP C-18-2547.

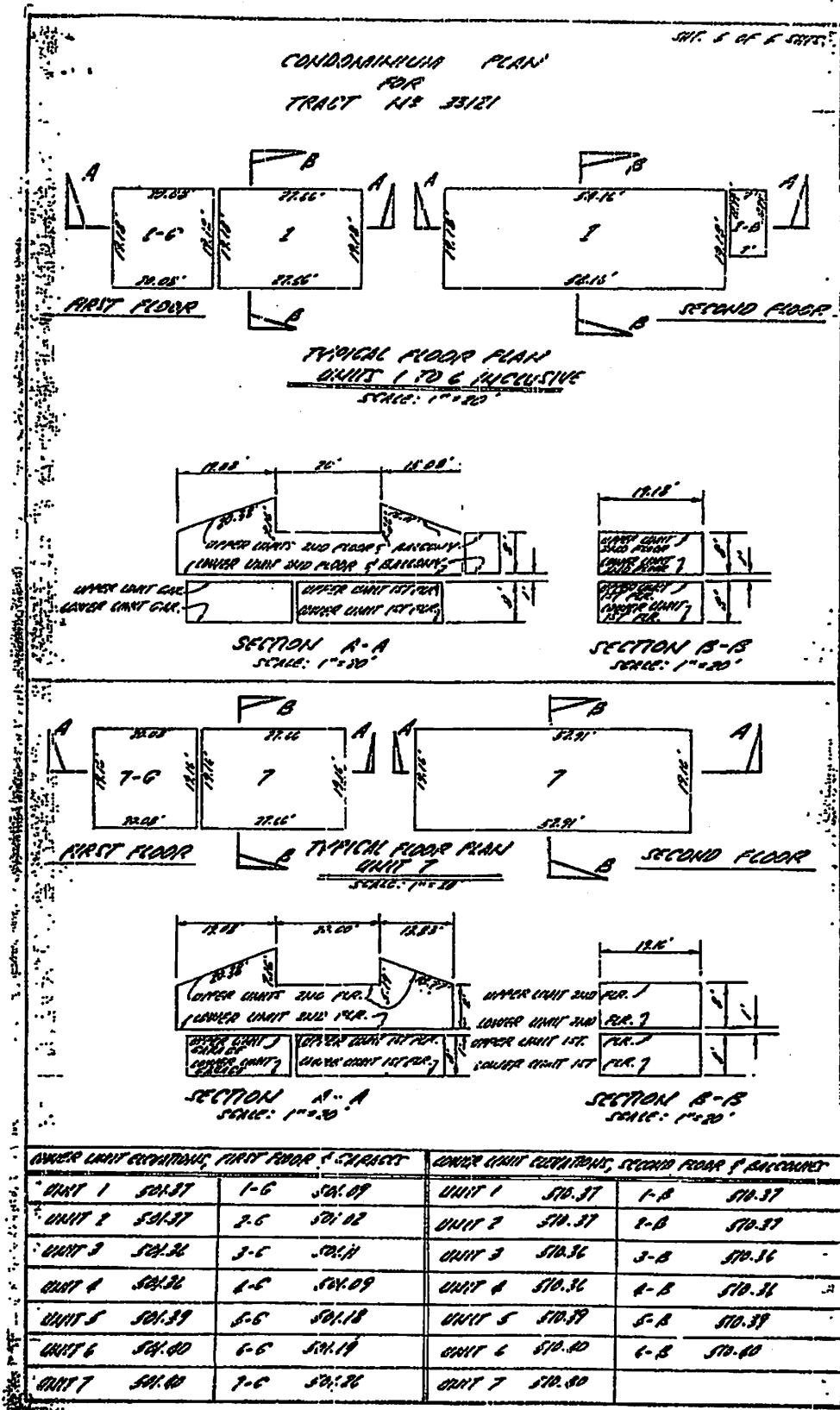
BENCH MARK:

CITY OF ARCADIA BM # 37
PK. 5 WINSHER RD. WEST OF BCR N.H. CURB RETURN
SUNSET & DUARTE ROAD
ELEV. = 505.85

CONDOMINIUM PLAN
FOR
TRACT NO 35121

תקנת 5 א"ח 5717





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

On

7-8-08

Date

before me,

G Carlos (Notary Public)

Here Insert Name and Title of the Officer

personally appeared

Napoleon Stephan

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

G Carlos

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:

Signer's Name:

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here