CC&Rs (Required Civil Code Sec. 4525)
Etiwanda Townhomes Association

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If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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ETIWANDA TOWNHOMES CONDOMINIUMS
TRACT 37485
LOS ANGELES, CALIFORNIA

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DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
ETIWANDA TOWNHOMES CONDOMINIUMS
TRACT 37485
LOS ANGELES, CALIFORNIA

THIS DECLARATION is made this 25th day of July, 1980, by PAUL RICHARDS, PHYLLIS RICHARDS, SAM BORIS AND RHODA BORIS, hereinafter referred to as "Declarant," with reference to the following:

A. On or about the date of recordation of this Declaration in the Office of the County Recorder of Los Angeles County, State of California, Declarant owns that certain real property, commonly known as Etiwanda Townhomes Condominiums, located at 7109-7115 Etiwanda Avenue in the Reseda district of the City of Los Angeles, County of Los Angeles, State of California, improved with nineteen (19) units, and with the property, improvements and all appurtenances and facilities thereof, being hereinafter collectively referred to as the "project," all of which is hereinafter more particularly described as follows:

> Lot 1 of Tract 37485 as per Map recorded in Book 953, Pages 33 and 34 of Maps, in the Office of the County Recorder of Los Angeles County (the "Property").

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

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

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The provisions of this Declaration shall be enforceable by Declarant, any owner or his or its successor in interest and shall also be enforceable by the Association, its Board of Directors or any person, firm or corporation duly authorized by the Association or its Board to enforce all or any one or more of the provisions hereof.

ARTICLE I

DEFINITION OF TERMS

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

1. Declarant, shall mean PAUL RICHARDS AND PHYLLIS RICHARDS, SAM BORIS AND RHODA BORIS, their successors and assigns, if such successors and/or assigns should acquire all or any portion of the property for the purpose of sale and are designated as the declarant by a duly recorded instrument executed by Paul Richards, Phyllis Richards, Sam Boris and Rhoda Boris.

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

3. Unit, shall mean the elements of a condominium which are owned individually and not in common with owners of other elements of the project. The boundaries of the nineteen (19) units are as shown and defined on the Condominium Plan, Exhibit "A" hereto and made a part hereof.

4. Common Area, shall mean the entire project, excepting all units therein granted or reserved, subject to all easements and rights of use described herein and in the documents of conveyance through which each owner acquired his condominium.

5. Condominium, shall mean a condominium as defined in Section 783 of the Civil Code, consisting of an individual interest in common in a portion of a parcel of real property, together with a separate interest in space within a residential building on such real property; more particularly, an estate in real property, consisting of an un-

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divided 1/19th interest in the Common Area, together with a separate interest in a unit as hereinbefore defined in said property.

6. Owner, shall mean the record fee title holder or contract purchaser under a contract of sale of a condominium in the project, including Declarant, so long as any condominiums remain unsold.

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

8. Organizational Meeting, shall mean the first meeting of owners which shall occur within forty-five (45) days after the close of sale of the first unit which represents the fifty-first (51st) percentile interest authorized for sale under the first Public Report, but no later than six (6) months after the close of sale of the first unit in the project, at which meeting, a new Board of Directors shall be elected by secret written ballot of the members.

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

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

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

12. Property and Improvements, shall mean all that real property more particularly described as Lot 1 of Tract 37485, as per Map recorded in the Office of the County Recorder of Los Angeles County, together with nineteen (19) units and Common Area.

13. Condominium Plan, shall mean the Plan prepared, executed and recorded in connection with the project, in the Office of the County Recorder of Los Angeles County, a copy of which Plan is attached hereto as Exhibit "A" and made a part hereof.

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14. Mortgage, shall mean and refer to a deed of trust, as well as a mortgage; "Mortgagee," shall mean and refer to a beneficiary under, or a holder of, a deed of trust, as well as a mortgagee.

15. Institutional Holder of First Mortgage, shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state law, any corporation or insurance company, or any federal or state agency.

ARTICLE II

DESCRIPTION OF LAND AND IMPROVEMENTS

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

Section 2. Property Description. The property consists of Lot 1 of Tract 37485, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in the Office of the County Recorder of Los Angeles County. The hereinbefore described real property consists of a rectangularly-shaped plot of land, approximately 0.67 acres in size, located at 7109-7115 Etiwanda Avenue, Los Angeles (Reseda), California. Construction has been or will be completed upon said land and improvements consisting basically of two (2) buildings containing a total of nineteen (19) units, together with thirty-eight (38) parking spaces which are part of the units.

Section 3. Description of Individual Condominium. Each condominium within the project which shall be offered for sale, shall consist of a fee simple interest in and to a particular unit, together with an undivided 1/19th interest in the Common Area as a tenant in common as set forth on Exhibit "B" hereto, the unit more particularly defined on the Condominium Plan, Exhibit "A" hereto and hereof.

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Section 4. Parking. All parking spaces shall be used only by the owners and their lessees, all of whom may have and keep in force, property damage insurance on their automobiles.

Section 5. Easements. Each owner shall receive as an incident of conveyance of his condominium, a non-exclusive easement appurtenant thereto, for ingress, egress and support, over, across and through the Common Area and every portion of any unit within the project required for the structural support of the building within which the unit is located. In the event any portion of the Common Area encroaches upon any unit, or any unit encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, an easement for the encroachment and for the maintenance of same shall exist, so long as the encroachment exists.

ARTICLE III

OWNERS' ASSOCIATION

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

Section 2. Transfer of Membership. The Association membership of each owner, including Declarant, shall be appurtenant to the unit giving rise to such membership and shall not be assigned, transferred, pledged, conveyed or alienated in any way, except on the transfer of title to the unit and then only to the transferee

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of title to said unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

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

ARTICLE IV

MANAGEMENT OF OWNERS' ASSOCIATION

Section 1. Creation of Board of Directors. The members of the Association shall hold an organizational meeting within forty-five (45) days after the close of sale of the first unit in the project which represents the fifty-first (51st) percentile interest authorized for sale under the first Public Report, but in no event shall the meeting be held later than six (6) months after the close of sale of the first unit in the project, at which time, a Board of Directors shall be elected by vote of the Association members. Prior to the organizational meeting, the initial Board named by Declarant shall manage the affairs of the Association.

Section 2. Annual Meetings. Annual meetings of the owners shall be held within ten (10) days before or after the anniversary date of the organizational meeting. Meetings shall be held within the subdivision or at a meeting place as close thereto as possible. Unless unusual conditions exist, members' meetings shall not be held outside of Los Angeles County. At the organizational meeting, the owners shall elect a Board of Directors, all of whom shall be owners, and which may include Declarant or Declarant's representatives.

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Section 3. Owner Voting Rights. The Association shall have two (2) classes of voting membership as follows: Class "A" membership shall be that held by each owner of a unit, other than Declarant, and each Class A member shall be entitled to one vote for each unit owned. If a unit is owned by more than one person, each such person shall be a member of the Association, but there shall be no more than one vote for each unit. Class "B" membership shall be that held by Declarant who shall be entitled to three votes for each unit owned, provided that, Class B membership shall be converted to Class A membership and shall forever cease to exist on the occurrence of whichever of the following is first in time: (a) the total outstanding votes held by Class A members equal the total outstanding votes held by Class B members; or (b) not later than the second anniversary of the original issuance of the Subdivision Public Report for the project. Any provision herein or in the By-Laws or Articles of Incorporation calling for membership approval of action to be taken by the Association shall expressly require the vote or written assent of at least a majority of each class of membership during the time there are two outstanding classes of membership. Any provision to the contrary in this Declaration or the By-Laws or the Articles requiring the exclusion of the vote of Declarant shall be applicable, with the exception of the procedure for the enforcement of bonded obligations pursuant to Article XVII hereinafter, and for amending this Declaration pursuant to Article XVI hereinafter, only if there has been a conversion of Class B to Class A and only for so long as Declarant holds or directly controls twenty-five (25%) percent or more of the voting power of the Association.

Section 4. Election and Removal of the Board. A member entitled to vote at any Board election may cumulate his vote and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which his unit is entitled, or may distribute his vote on the same principle among as many candidates as he desires. However, a member shall be entitled to cumulate his vote for one or more

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candidates for the Board only if the candidate's name has been placed in nomination prior to voting and if the member has given notice at the meeting prior to the voting of his intention to cumulate votes. If any one member has given such notice, all members may cumulate their votes for candidates in nomination. The entire Board or any individual director may be removed from office by the affirmative vote of fifty-one (51%) percent of the voting power of the Association. However, unless the entire Board is removed from office by the vote of members of the Association, no individual Board member shall be removed prior to the expiration of his term of office if the votes cast against removal would be sufficient to elect the Board member if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Board members were then being elected. Cumulative voting in the election of the Board shall be prescribed for all elections in which more than two (2) positions are to be filled. If any or all of the directors are so removed, new directors may be elected at the same meeting.

Section 5. Special Procedure. To assure resident owners representation on the Board, from the first election of the Board and thereafter for so long as a majority of the voting power of the Association resides in Declarant or so long as there are two (2) outstanding classes of membership in the Association, not less than twenty (20%) percent of the incumbents on the Board shall be elected solely by the votes of owners other than Declarant at a special election held immediately before the regular election of directors. At the duly constituted meeting of members, nominations for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarant shall not have the right to participate in or vote in such special election, although Declarant or Declarant's representative may be present, and the candidates receiving the highest number of votes up to the number of specially elected directors to be elected, shall be deemed to be the specially elected directors, and their term shall be the same as that of any other director. A director

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who has been elected to office solely by the votes of members other than Declarant, may be removed from office prior to the expiration of his term only by the vote of at least a simple majority of the voting power residing in members other than Declarant.

Section 6. Voting Proxies. Voting may be carried on either in person or by proxy.

Section 7. Quorum Requirements for Association Meetings. A quorum for the transaction of business at a meeting of members of the Association, in person or by proxy, shall be established at fifty-one (51%) percent of the total voting power of the Association. Absent a quorum at a meeting, a majority of those present, in person or by proxy, may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) nore more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be twenty-five (25%) percent of the total voting power of the Association. If after the adjourned meeting, a new date is fixed for the adjourned meeting, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings. Any action which may be taken by the vote of members at a regular or special meeting, except the election of Board members where cumulative voting is a requirement, may be taken without a meeting if done in compliance with the provisions of Section 7513 of the Corporations Code. A special meeting of members of the Association shall be promptly called by the Board upon receipt of a written request therefor, signed by members representing at least five (5%) percent of the total voting power of the Association.

Section 8. Written Notice of Meetings. Written notice of regular and special meetings shall be given to members by the Board. This notice shall be given not less than ten (10) nor more than ninety (90) days before the date of any meeting at which members are required or permitted to take any action. The notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the nature of the business to be undertaken.

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

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

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

Section 2. Authority of Board. Prior to the organizational meeting (first meeting of owners) and thereafter until their successors are elected at the organizational meeting, the initial Board appointed by Declarant and composed of officers, directors, partners or employees of Declarant, shall manage the affairs of the Association. The Board, as constituted from time to time shall, at all times, be responsible

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for the day-to-day operation and management of the affairs of the Association and shall have the sole power and duty to perform and carry out the powers and duties of the Association, as set forth herein and in the By-Laws, together with the powers and duties otherwise expressly delegated to the Board by this Declaration or the By-Laws, except for action or activity expressly set forth herein or in the By-Laws or the California Corporations Code requiring the vote or assent of members of the Association or a given percentage thereof.

Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

(a) To enforce the applicable provisions of this Declaration, the By-Laws and other instruments for the management and control of the project as more particularly set forth under Section 2.(q) of this Article V and Section 5. of Article VIII hereinafter. The Board shall have the right to adopt reasonable rules and to amend the same from time to time relating to the use of the Common Area and any recreational facilities situated thereon, by owners and their tenants or guests and conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets and other activities which, if not so regulated might, to an unreasonable degree, detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein.

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

(c) To delegate its powers to committees, officers or employees of the Association as expressly authorized herein and in the By-Laws.

(d) To contract for goods and/or services for the Common Areas, facilities and interests or for the Association, subject to the limitations set forth in Section 3. hereinafter;

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

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

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

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

(i) To maintain, repair or re-roof as necessary, the roofs of the building(s) situated on the property.

(j) To meet the costs of any liability and fire insurance of the Common Area, fidelity bonds, Board of Directors errors and omissions insurance, out-of-pocket expenses of the Board relating to the operation of the Association, legal and accounting fees and including, without limitation, fees of any manager and a reasonable reserve for contingencies with respect to the Common Area.

(k) The Board on behalf of the Association shall acquire and pay for liability insurance, insuring the Association, any manager, Declarant and the owners and occupants of the units and their respective family members, guests, invitees and the agents and employees of each, against liability incident to the ownership or use of the Common Area including, if obtainable at reasonable cost, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than $1,000,000.00 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance may include coverage against water damage liability, liability for non-owned and hired automobiles, liability

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for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use. The Board shall also purchase and maintain in force a master policy of fire and extended coverage insurance, in an amount equal to one hundred (100%) percent of the full replacement cost of the entire condominium project. The form, content and term of the policy and its endorsements and the issuing company, shall be satisfactory to at least seventy-five (75%) percent of institutional first mortgagees. If more than one institutional first mortgagee has a loan of record against a unit in the project, the policy and endorsements shall meet the minimum standards of the various institutional first mortgagees represented in the project. The policy may contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement, or their equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment covering the full value of the improvements based on replacement cost in case of partial destruction and a decision not to rebuild. The policy shall name as insured, the Association, the owners and Declarant (so long as Declarant is the owner of any units) and all mortgagees, as their respective interests may appear, and may contain a loss-payable endorsement in favor of the trustee, as described hereinafter.

An individual owner may insure his personal property against loss. In addition, any improvements made by an owner within his unit may be separately insured by the owner, but the insurance shall be limited to the type and nature of coverage commonly known as "tenants improvements." All such insurance that is individually carried by an owner must contain a waiver of subrogation rights by the carrier as to other owners, the Association, Declarant and institutional first mortgagees of such condomin um.

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All insurance proceeds payable under the foregoing section 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. Said trustee shall be a commercial bank in the county in which the project is located that agrees, in writing, to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for herein under Article X.

The Board may and if required by any institutional first mortgagee shall, purchase and maintain demolition insurance in adequate amounts to cover demolition in the case of total or partial destruction and a decision not to rebuild and a blanket policy of flood insurance. The Board shall also purchase and maintain fidelity bonds or insurance covering individuals handling Association funds which shall be in an amount equal to one hundred fifty (150%) percent of the Association's annual assessments plus reserves, which names the Association as obligee and insures against loss by reason of the acts of members of the Board, officers and employees, whether or not such persons are compensated for their services. The Board shall purchase and maintain such insurance on personal property owned by the Association and any other insurance that it deems necessary or that is required by any institutional first mortgagee.

It shall be the duty of the Board to periodically review all insurance policies for adequacy of coverage. Further all policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgagees. The clause shall provide that the insurance carrier shall notify the Association or institutional first mortgagee named, at least ten (10) days in advance of the effective date of any cancellation of the policy or policies. The Board is appointed attorney-in-fact by each owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to the foregoing. The Board is granted full right and authority to compromise any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

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to the issuance of the Final Subdivision Public Report and the Association is obligee under a bond to secure performance of the commitment of Declarant to complete the improvements, the following substantive and procedural provisions relative to the initiation of action to enforce the obligations of Declarant and the surety under the bond shall apply:

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

(b) A special meeting of members shall be held for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the bond, or on the failure of the Board to consider and vote on the question. The meeting shall be held not less than thirty-five (35) nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting, signed by members representing at least five (5%) percent of the total voting power of the Association.

(c) A vote by members of the Association, other than Declarant, shall be taken at the special meeting called for the purpose set forth in (b) above.

(d) A vote by a majority of the voting power of the Association residing in members other than Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

IN WITNESS WHEREOF, Declarant has executed this

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(l) To prepare budgets and financial statements for the Association and to distribute same to all members regardless of the number of members or the amount of assets of the Association as follows:

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

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

(iii) An annual report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (a) a balance sheet as of the end of the fiscal year; (b) an operating (income) statement for the fiscal year; (c) a statement of changes in financial position for the fiscal year; (d) any information required to be reported under Section 8322 of the Corporations Code.

Ordinarily, the annual report referred to in (iii) above shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds $75,000.00. If the report referred to in (iii) above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

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(m) To establish and collect regular assesments to defray expenses attributable to the ownership, use and operation of the Common Area and facilities, with the assessments to be levied against each owner, including Declarant (so long as any condominiums remain unsold), as more particularly set forth under Article VI hereinafter.

(n) To file liens against unit owners because of non-payment of assessments duly levied and to foreclose said liens, as more particularly set forth under Article VI hereinafter.

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

(p) To bond any members of any management body who participate in the management of the affairs of the Association.

(q) To impose monetary penalties, temporary suspensions of an owner's rights as a member of the Association or other appropriate discipline for failure to comply with the provisions of this Declaration, the Articles of Incorporation or the By-Laws; provided however that, the following procedures with respect to notice and hearing are complied with:

(1) The accused owner is provided with fifteen (15) days' prior notice of the expulsion, suspension, imposition of monetary penalties or other appropriate discipline and the reasons therefor; and

(2) An opportunity is afforded the accused member to be heard (orally or in writing) not less than five (5) days before the effective date

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of the expulsion, suspension, imposition of monetary penalties or other appropriate discipline, before the Board. The notice required may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the member as shown on the books of the Association.

Notwithstanding the foregoing, there can be no purported power in the Association to cause a forfeiture or abridgement of an owner's rights to the full use and enjoyment of his individually owned condominium because of a failure by the owner to comply with the provisions of this Declaration, the By-Laws or of duly enacted rules of operation for the Common Area and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the owner to pay assessments levied by the Association.

(r) To enter upon any privately owned subdivision interest as necessary in connection with the construction, maintenance or emergency repair for the benefit of the Common Area or the owners in common, so long as the notice provisions set forth in Article XV, Section 1. hereinafter, are complied with.

(s) With respect to each contract made by the Board for repainting of exterior surfaces of the building(s) and each contract for work and/or materials related to the structures or other improvements situated on the Common Area in which the amount to be paid by

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the Board exceeds $500.00, the Board shall secure at least three (3) bids from responsible contractors and shall accept the lowest responsible bid so obtained. If the amount of the contract exceeds $5,000.00, the Board may require the contractor to furnish a completion bond assuring completion of the work and payment of all labor and material bills for which a lien on the Common Area or any residential unit could be claimed. The Board shall require from each contractor which it engages, satisfactory evidence that adequate worker's compensation and liability insurance is carried with respect to employees and activities of the contractor. In cases where a completion bond is not required, the Board shall require labor and material releases to be furnished by the contractor prior to making payment to same, unless the Board deems such requirements to be impractical or unnecessary to afford protection against liens.

(t) To elect officers of the Board.

(u) To fill vacancies on the Board, except for a vacancy created by removal of a Board member.

Section 3. Limitation on Authority of Board. The Board shall 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 Declarant:

(a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year

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with the following exceptions:

(i) a management contract, the terms of which have been approved by the Federal Housing Administration or the Veterans Administration;

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

(iii) prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the policy permits for short rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

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

(d) Paying compensation to members of the Board or to officers of the Association for services performed in the con-

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

(e) Filling of a vacancy on the Board created by the removal of a Board member.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien. Declarant, for each unit owned by Declarant within the project, hereby covenants, and each owner of any unit within the project, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay assessments to the Association. Such assessments shall be fixed, established and collected from time to time, as hereinafter provided.

Such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien on the unit against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article VI. Each such assessment and all other assessments levied in accordance with this Declaration, together with late charges, interest, costs, penalties and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the owner of such unit when the assessment fell due.

Section 2. Assessments. Each owner shall be obligated to pay to the Board or a designated member thereof, or to the manager, if any, an initial monthly maintenance charge as indicated on Exhibit "B" hereto and made a part hereof. As and when the Association's

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budget shall increase or decrease, as hereinafter provided, such assessments shall be adjusted so that the owner of each unit bears the same relative proportion of the total budget as that initially borne.

Section 3. Limitation on Increase of Regular Assessments. 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 Declarant, increase a regular annual assessment per subdivision interest which is more than twenty (20%) percent greater than the regular assessment for the immediately preceding fiscal year.

Section 4. Limitation on Levying 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 Declarant, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. Except as provided in Section 5. hereinbelow, every special assessment shall be levied on the same basis as that prescribed for the levying of regular assessments as set forth in Section 2. hereinabove.

Section 5. Levying of Special Assessments. A special assessment against owners in the project to raise funds for the rebuilding or major repair of the structural Common Area housing the units, shall be levied on the basis of the ratio of the square footage of the floor area of all units to be assessed. The provisions hereof with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing the member and his subdivision interest into compliance with the provisions of this Declaration or the By-Laws.

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Section 6. Date of Commencement of Assessments. Regular assessments against the subdivision interests shall commence on the first day of the month following the close of the first sales escrow. Voting rights attributable to subdivision interests shall not vest until assessments against those interests have been levied by the Association. On the first day of the month following the close of the first sales escrow, Declarant shall be obligated to pay the monthly maintenance charge and assessments hereinabove provided, for each unsold condominium. Assessments shall be paid within thirty (30) days of a request to pay same.

Section 7. Maintenance Fund. Assessment charges so collected shall be promptly deposited in a commercial bank account in a bank to be selected by the Board or by the manager, if any. The Board or the manager, as the case may be, shall have exclusive control of the account and shall be responsible to the owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from the account, except to pay for charges and expenses for the common benefit of all owners.

Section 8. Estoppel Certificates. The Board or the manager, on not less than twenty (20) days prior written request, shall execute and deliver to the party making such request, a written statement reflecting whether or not, to the knowledge of the Association, a particular owner is in default as to his unit under the provisions of this Declaration and further reflecting the dates to which installments of assessments have been paid as to the unit. Any such certificates may be relied upon by any prospective purchaser or mortgagee of the unit, but reliance on the certificates may not extend to any default not involving the payment of assessments of which the signer of the certificate had no actual knowledge.

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Section 9. Effect of Non-Payment of Assessments.

(a) Delinquency. Any assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Board. With respect to each assessment not paid within ten (10) days after its due date, the Board may, at its election, require the delinquent owner to pay a late charge of not less than $25.00 or twenty (20%) percent of the amount of the delinquent assessment, whichever is greater, together with interest at the maximum rate permitted by law on the delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association; provided that the procedures for notice and hearing satisfying the minimum requirements of Section 7341 of the California Corporations Code are given to the delinquent owner before a decision to impose the late charge is reached.

(b) Notice of Lien. The Board may cause to be recorded a Notice of Claim of Lien ("Notice of Lien") securing the payment of any delinquent sums due the Association from any owner, as provided in Section 1356 of the Civil Code. Such Notice of Lien shall state the amount of the delinquent sums and other authorized charges and interest, including the cost of recording the Notice, expenses of collection in connection with the delinquent sums, reasonable attorney's fees, a sufficient description of the condominium against which the same has been assessed, the name and address of the Association and the name of the unit owner thereof. Such Notice of Lien shall be signed by an authorized representative of the Association. Upon payment to the Association of the delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board shall cause to be recorded a Notice of Satisfaction and Release of Lien ("Notice of Release") stating the satisfaction and release of the delinquent sums and charges. The Board may demand and receive the cost of recording the Notice of Release before recording the same. Any purchaser or encumbrancer who has acted in good faith and extended value may rely on the Notice of Release as

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conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien. In the event of default by the unit owner in the payment of any assessments, the Board shall give written notice to the unit owner within thirty (30) days following the due date and all persons and firms holding a mortgage or a deed of trust of any unit owner on any unit in the project who have requested notice by delivering written request to the Board in accordance with the provisions of this Declaration.

(c) Enforcement of Liens. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective unit prior and superior to all other liens except: (i) all taxes, bonds, assessments and other levies which by law would be superior thereto; and (ii) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority or seniority over other mortgages or deeds of trust) made in good faith and for value and recorded prior to the date on which the lien became effective.

Notwithstanding the foregoing, any assessment lien provided for hereunder shall be prior and superior to any Declaration of Homestead recorded after the recordation of this Declaration. Said lien shall become effective upon recordation of the Notice of Lien in the manner provided in (b) above. Such lien shall relate only to the individual condominium against which the assessment was levied and not to the project as a whole.

It shall be the duty of the Board to enforce the collection of any amounts due under this Declaration by one or more of the alternative means of relief afforded by this Declaration.

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Such lien, when delinquent, may be enforced by sale of the condominium by the Association, its attorney or other persons authorized to make the sale, after failure of the unit owner to pay an assessment as provided for herein. Such sale shall be conducted in accordance with the provisions of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law.

Any action may be brought to foreclose the lien of the Association by the Board or by any unit owner if the Board fails or refuses to act, after the expiration of thirty (30) days from the date on which the Notice of Lien was recorded, provided that, at least ten (10) days have expired since a copy of the Notice of Lien was mailed to the unit owner affected thereby. The Association, through its agent, shall have the power to bid on the condominium at foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or in equity, initiated pursuant to this section, may include reasonable attorney's fees as fixed by the court.

(d) Priority of Assessment Lien. Any lien created or claimed under the provisions of this Declaration, is expressly made subject and subordinate to the rights of the beneficiary of any first deed of trust or first mortgage on the entire project, or on any condominium therein, made in good faith and for value, and such lien

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shall in no way, defeat, invalidate or impair the obligation or priority of such first deed of trust or first mortgage, unless the beneficiary thereof shall expressly subordinate his interest in writing, to such lien. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure, or any purchaser at a foreclosure sale of a first trust deed or first mortgage, shall take the unit free of any claim for unpaid assessments and charges against the unit which accrue prior to the time the holder comes into possession of the unit. No transfer of the unit, as a result of a foreclosure or exercise of a power of sale, shall relieve the new owner, whether it be the former beneficiary of the first trust deed or first mortgage, or another person, from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Rights of Board - Waiver of Owners. Each owner hereby vests in and delegates to the Board or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, against any owner(s) for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement of the obligation to pay assessments as set forth herein.

Section 11. Rate of Assessments. Regular assessments shall be fixed so that the owner of each unit bears the same relative proportion of the total assessment for the project as that initially borne and such assessments may be collected on a monthly basis.

Section 12. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, recreation, safety and welfare of the members thereof, their guests and invitees and in particular, shall be used for the purpose of improving, protecting, operating and maintaining the Common Area and facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of the Common Area and the condominiums, and otherwise providing for the performance by the Board of each and every one of the powers and duties of the Board.

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ARTICLE VII

USE RESTRICTIONS

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

Section 2. Maintenance of Unit. The owners shall maintain in good repair, the interior of their units and shall have the exclusive right, at their sole cost and expense, to paint, repaint, tile, wax, paper, drape or otherwise refinish and decorate the inner surfaces of the walls, ceilings and doors bounding their respective units. With respect to draperies within the units, they shall be either white or off-white in color or lined in white or off-white material. Each owner shall be responsible for the maintenance and repair of glass, doors leading to the Common Areas, locks and screens. If an owner fails to so maintain his unit or make repairs thereto in a manner as may be deemed necessary in the judgment of the Board, to preserve and protect the attractive appearance and value of the project, the Board shall comply with the notice and hearing provisions set forth under Article V, Section 2.(q) commencing on page 17. of this Declaration, stating with particularity in the notice to the owner, the work of maintenance or repair which the Board finds to be required and requesting that same be carried out within a period of thirty (30) days of the date notice is given. If the owner fails to carry out the maintenance or repair within the period specified in the notice, the Board shall cause the work to be done and shall assess the costs thereof to the owner, such costs to be due and payable within thirty (30) days after receipt by the owner of the statement of costs due.

Section 3. Other Structural Changes. No owner shall, at his own expense or otherwise, make any alteration, addition or modification to the building in which his unit is located, or to any part or portion of the Common Area, without the prior written approval of the Board. With respect to installation of awnings, sunshades, screen doors and other minor installations to any individual condominium, the prior written consent of the Board shall be obtained, for purposes toward promoting uniformity and thereby enhancing the

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attractiveness of the property as a whole. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any unit or in or on any part of the Common Area, without the prior written approval of the Board. Normal radio and television installations within an individual unit are excepted.

Section 4. Signs. The owner of a unit or his agent may display a sign of customary and reasonable dimensions advertising his unit for sale or lease, which shall shall be of a professional type and of dignified appearance and shall be placed in some appropriate location, as determined by the Board, on the Common Area open to the public view. The owner or his agent may include advertising on the sign that indicates: (a) the property is for sale or exchange; (b) the agent's or owner's name; and (c) the address and telephone number of the agent or owner. The sign may also be the sign of a licensed real estate broker engaged by an owner for the purpose of selling or leasing his unit. Nothing herein contained shall prohibit or restrict Declarant's right to construct such promotional signs or other sales aids on or about the portions of the premises which Declarant shall deem reasonably necessary in connection with the sale of the condominiums. However, such use shall terminate no later than the last sale of a unit in the project by Declarant.

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

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Boards of Health with respect to the occupancy and use of his unit.

Section 6. Owner Liability. Each owner shall be liable to the Board for any damage to the Common Area or to any equipment or improvement thereon, to the extent such damage is not covered by insurance carried by the Association, and to the extent such damage is the owner's fault, as determined by the Board, after notice to the owner and an opportunity for the owner to appear before and be heard by the Board. Such owner shall be assessed by the Board for the costs of repair or replacement thereof, together with costs and attorney's fees, such assessment to be due and payable within thirty (30) days after notice and hearing. In the case of joint ownership of a unit, the liability of such owners shall be joint and several. In the event of personal injury or property damage sustained by any one person while physically within the unit or private balcony or patio and in the further event any other owner shall be sued or a claim made against him for injury or damage, the owner of the unit in which the injury or damage occurs, shall indemnify and hold harmless any such other owner against whom such claim may be made and shall further defend any such other owner, at his own expense, to the extent such expenses are not covered by insurance carried by the Association, in the event of litigation of the claim; provided that, such protection shall not extend to any other owner whose own negligence or wilful misconduct may have caused or contributed to the cause of the injury or damage.

Section 7. Common Area Improvements. No fence, hedges or walls shall be erected and maintained on the Common Area, except such as are installed in accordance with the initial construction of the building(s) located thereon or approved in writing by the Board and further, no building, fence, structure or wall shall be constructed on any of the open spaces unless approval therefor has been specifically obtained from the appropriate department of the jurisdiction in which the project is located and approved in writing, after application therefor, by the Board.

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Section 8. Child Provision. Each owner shall be accountable to the remaining owners for the conduct and behavior of children residing in or visiting in his condominium.

Section 9. Parking Restrictions. No commercial vehicle, trailer, camper, boat or similar-type vehicle shall be permitted to remain on any portion of the Common Area, except for those areas designated by the Board as "guest parking," for a period not to exceed twenty-four (24) hours. No unit owner shall park his vehicle or allow his guests and/or tenants to park their vehicles, in any space other than that conveyed to the owner as part of his condominium unit, and any spaces designated as "guest parking." No automobile or other vehicle repairs shall be permitted on any portion of the Common Area, except in the case of emergency repair.

Section 10. Rubbish. Trash, garbage or other waste materials shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the project other than in receptacles customarily used for same, which shall be located only in places specifically designated for such purpose, except on the scheduled day(s) for trash collection.

Section 11. Pets. No animals, livestock, reptiles or poultry shall be kept in any unit, except that one (1) usual and ordinary domestic dog or one (1) usual and ordinary domestic cat, or bird (in an inside bird cage) or small, odorless caged animal, may be kept as a household pet within any condominium.

The Association shall have the right to prohibit the maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other owner, after notice to the owner of such pet and an opportunity afforded him to appear before the Board.

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Animals belonging to owners, occupants or their licensees, tenants or invitees within the property, must be either kept within the unit or enclosed patio or on a leash being held by a person capable of controlling the animal. If any animal belonging to an owner is found unattended outside of the unit or enclosed patio, or not being held on a leash by a person capable of controlling the animal, the animal may be removed by Declarant, so long as Declarant owns any interest in any portion of the property, or other owner or occupant within the project, or a person designated by them to so do, to a pound under the jurisdiction in which the project is located and subject to the laws and rules governing the same; or to a comparable animal shelter. However, if the owner of such animal can be readily identified, a reasonable attempt must be made to notify the owner, prior to removing the animal to the pound or comparable animal shelter. Any owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees for any unreasonable noise or damage to person or property caused by any animals brought or kept within the project by an owner or by members of his family, tenants or guests. It shall be the absolute responsibility and duty of each owner to clean up after his animal which has used any portion of the Common Area.

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

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ARTICLE VIII

GENERAL PROVISIONS

Section 1. Continuing Liability for Assessments. No owner may exempt himself from liability for his specified contribution to the maintenance fund by waiver of the use or enjoyment of the Common Area or by abandonment of his condominium.

Section 2. No Restrictions. No owner shall execute or file of record any instrument which imposes a restriction on the sale, lease or occupancy of his unit on the basis of race, color, creed, sex, physical disability or marital status.

Section 3. Books and Records of the Association. The membership register, books of account, minutes of meetings of members of the Board and of committees of the Board, shall be made available for inspection and copying by any member of the 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. The Board shall establish reasonable rules with respect to: (a) notice to be given the custodian of records by the member desiring to make the inspection; (b) hour(s) and day(s) of the week when such inspection may be made; and (c) the payment of costs for reproducing documents required by the member. Every director shall have the absolute right, at any reasonable time, to inspect the 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.

Section 4. Taxes. Each owner shall pay any real and personal property taxes separately assessed against his unit and all utility charges separately metered or charged against his unit, and such payment shall be made by each owner in addition to and separately from assessments otherwise payable to the Association by such owner.

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Section 5. Enforcement of Declaration and By-Laws. The owners or any one of them, or any member of the Board, or the Board acting on behalf of the owners, or the jurisdiction in which the project is located, shall be entitled to bring legal action for damages against any condominium owner who shall default in the performance of any of the provisions hereof, the By-Laws, Articles of Incorporation or rules and regulations adopted by the Board for the protection of the project, including, but not limited to, the covenant to pay assessment charges; provided however that, the procedures with respect to notice and hearing set forth under Article V.2.(q) hereinabove, shall be complied with. Said persons shall be entitled to enjoin any violation of said documents, rules and regulations and shall be entitled to prosecute any other legal or equitable action that may be necessary to protect the project. If it shall be deemed necessary to initiate any legal or equitable action for the protection of the project against any owner, any prevailing party shall be entitled to reasonable attorney's fees and costs of the action for expenses incurred. Any judgment or order, which shall include, but not be limited to, temporary restraining orders, rendered against any such defaulting owner shall include costs of the action, together with reasonable attorney's fees in an amount to be fixed by the court.

However, as set forth under Article V.2.(q), there can be no purported power in the Association to cause a forfeiture or abridgement of an owner's rights to the full use and enjoyment of his individually owned condominium because of a failure by an owner to comply with the provisions of this Declaration, the By-Laws, Articles of Incorporation or duly enacted rules of operation for the Common Area and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or because of a foreclosure sale under a power of sale for failure of the owner to pay assessments levied by the Association.

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Section 6. Liberal Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the project for the mutual benefit of all owners.

Section 7. Severability of Provisions. The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any of the provisions herein shall not affect the validity of the remaining provisions.

Section 8. Cumulative Remedies. Each and all legal or equitable remedies provided for herein shall be deemed to be cumulative whether so expressly provided for or not.

Section 9. Successors and Assigns. This Declaration shall be binding on and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant and the heirs, personal representatives, grantees, lessees and assignees of the owners.

Section 10. Waiver of Breach of Declaration. No waiver or any breach of any of the covenants or conditions herein contained shall constitute a waiver of any succeeding or preceding breach of the same, or any other covenant or condition contained herein.

Section 11. Joint and Several Liability. In the case of joint ownership of a unit, the liability of each of the owners thereof in connection with the liabilities and obligations of owners set forth in or imposed by this Declaration, shall be joint and several.

Section 12. Delivery of Notices and Documents. Any written notice or other document required by this Declaration, may be delivered personally or by mail. If by mail, such notice shall be deemed to be delivered and received, unless expressly provided for herein or in the By-Laws to the contrary as to the type of notice being given, four (4) working days after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

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

(b) if to Declarant, whether in Declarant's capacity as an owner or in any other capacity: 5411 Tyrone Avenue, Van Nuys, California 91401;

(c) prior to the organizational meeting, notices to the Board shall be addressed as set forth in (b) above and thereafter, shall be addressed to the Secretary of the Association. The Board shall cause the address of the Secretary of the Association to be posted in a prominent location, to be determined by the Board. From and after the organizational meeting, notice of the address of the Secretary of the Association shall be given to each owner within a reasonable time after the Board has received actual notice of such owner's purchase of a condominium.

Section 13. Notice of Sale of Condominium. Concurrently with the consummation of the sale of any unit 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 the sale. Such notice shall state: (a) the name of the transferee and his transferor; (b) the street address and unit number of the unit purchased by the transferee; (c) the transferee's mailing address; and (d) the date of sale. Prior to receipt of the notive, any communication required or permitted to be given by Declarant or the Board or any agent or representative thereof, shall be deemed to be duly made and given to the transferee, if timely made and given to his transferor.

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ARTICLE IX

UTILITIES

Section 1. Utility Rights. The rights and duties of the owners with respect to lines for sanitary sewer, water, gas, electricity, telephone cables and air conditioning (if any) shall be governed by the following:

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

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

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

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

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

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

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

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ARTICLE X

DAMAGE AND DESTRUCTION

Section 1. Destruction. If there is a total or partial destruction of the improvements in the project and if the available proceeds of the insurance carried pursuant to Article V 2(k) hereinabove, are sufficient to cover not less than eighty-five (85%) percent of the costs of repair and reconstruction, the improvements shall be promptly rebuilt, unless within forty-five (45) days from the date of destruction, seventy-five (75%) percent or more of the owners present and entitled to vote in person or by proxy at a duly constituted meeting, determine that such reconstruction shall not take place. If reconstruction is to take place, the Board shall be required to execute, acknowledge and record, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

If the proceeds of insurance are less than eighty-five (85%) percent of the costs of repair and reconstruction, repair and reconstruction may, nevertheless take place if, within forty-five (45) days from the date of destruction, members then holding at least fifty-one (51%) percent of the votes of owners present and entitled to vote in person or by proxy at a duly constituted meeting determine that repair and reconstruction shall take place. If repair and reconstruction is to take place, the Board shall execute, acknowledge and record in the County Recorder's Office, not later than one hundred twenty (120) days from the date of destruction, a certificate declaring the intention of the members to rebuild.

Section 2. Rebuilding Procedures. If the members determine to rebuild pursuant to Section 1. above, each owner shall be obligated to contribute his proportionate share of the cost of reconstruction or

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restoration over and above the available proceeds of insurance. The proportionate share of each owner shall be levied upon the basis of the ratio of the square footage of the floor area of a unit to be assessed to the total square footage of the floor area of all units to be assessed. If any owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against his condominium of such owner which may be enforced under the lien provisions contained in Article VI or in any other manner provided in this Declaration. If any owner disputes the amount of his proportionate liability under this section, such owner may contest the amount of his liability by submitting to the Board within ten (10) days after notice to the owner of his share of the liability, written objections supported by cost estimates or other information that the owner deems to be material and may request a hearing before the Board at which he may be represented by counsel. Following the hearing, the Board shall give written notice of its decision to all owners, including any recommendation that adjustments be made with respect to the liability of any owners. If adjustments are recommended, the notice shall schedule a special meeting of members for the purpose of acting on the Board's recommendation, including making further adjustments if deemed by the members to be necessary or appropriate. All adjustments shall be affirmed by a majority of the total voting power of each class of members. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all owners, including any owner filing objections.

Section 3. Rebuilding Contract. If the members determined to rebuild, the Board or its authorized representative, shall obtain bids from at least three (3) reputable contractors and shall award the repair and reconstruction work to the lowest responsible bidder. The

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Board shall have authority to enter into a written contract with the contractor for such repair and restoration and the insurance proceeds held by the trustee, shall be disbursed to the contractor in accordance with the terms of the contract. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible time.

Section 4. Rebuilding Not Authorized. Subject to the rights of mortgagees, any insurance proceeds available for such rebuilding shall be distributed among the affected owners and their individual mortgagees by the Board, as their respective interests may appear, according to the respective fair market values of the units at the time of the destruction as determined by an M.A.I. appraiser to be retained by the Board. The Board shall have the duty within one hundred twenty (120) days from the date of such destruction to execute, acknowledge and record a certificate declaring the intention of the members not to rebuild.

Section 5. Revival of Right to Partition. Upon recordation of a certificate described in Section 4. above, the right of any owner to partition through legal action as described in Article XI hereinafter, shall revive immediately.

Section 6. Condemnation.

(a) Sale by Consent.

If an action for condemnation of all or a portion of the project is proposed or threatened by any governmental agency having the right of eminent domain, then upon written consent of seventy-five (75%) percent of the owners and after written notice to all mortgagees, the project or a portion thereof, may be sold by the Board acting as irrevocable attorney-in-fact of all the owners for a price deemed fair and equitable by the Board, but in no event,

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less than the aggregate unpaid balance of all mortgages encumbering the condominiums in the project.

(b) Distribution of Proceeds of Sale.

On a sale occurring under section (a) above, the proceeds shall be distributed to the owners and the mortgagees of each affected condominium according to the fair market value of each such condominium in relation to the fair market value of all affected condominiums, as determined by an M.A.I. appraiser to be retained by the Board.

(c) Distribution of Condemnation Award.

A condemnation award affecting all or a part of the structural common area of the project, which is not apportioned among the owners by court judgment or by agreement between the condemning authority and each of the affected owners in the project, shall be distributed among the affected owners and their respective mortgagees according to the relative values of the condominium units affected by the condemnation, as determined by an M.A.I. appraiser to be retained by the Board.

(d) Revival of Right to Partition.

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

ARTICLE XI

PARTITION

Section 1. Suspension. The right of partition is suspended pursuant to California Civil Code Section 1354 as to the project. Partition of the project can be had on a showing that the conditions for such partition as stated under Article X hereinabove, have been met. Nothing in this Declaration shall prevent partition or the subdivision of interest between joint or common owners of any condominium.

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Section 2. Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective owners and their mortgagees as their interests appear according to the fair market value of each affected condominium in relation to the fair market value of all affected condominiums as determined by an M.A.I. appraiser to be retained by the Board.

Section 3. Power of Attorney. Pursuant to California Civil Code Section 1355(b)(9), each of the owners hereby grants the Association an irrevocable power of attorney to sell the project for the benefit of the owners when partition can be had. Exercise of the power is subject to the approval of members and their institutional first mortgagees.

ARTICLE XII

NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

Section 1. Prohibition Against Severance. An owner shall not be entitled to sever his unit in any condominium from his membership in the Association and shall not be entitled to sever his unit and his membership from his undivided interest in the Common Area for any purpose. None of the component interests in a condominium can be severally sold, conveyed, hypothecated, encumbered or otherwise dealt with and any violation or attempted violation of this provision shall be void. Similarly, no owner can sever any exclusive easement appurtenant to his unit over the Common Area from his condominium and any attempt to do so shall be void. The suspension of such right of severability shall not extend beyond the period set forth in Article XI respecting the right of partition. It is intended hereby to restrict severability pursuant to California Civil Code Section 1355(g).

Section 2. Conveyances. After the initial sale of the condominiums, any conveyance of a condominium by an owner shall be presumed to convey the entire condominium. However, nothing contained

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in this section shall preclude the owner of any condominium from creating a co-tenancy or joint tenancy in the ownership of the condominium with any other person or persons.

ARTICLE XIII

TERM OF DECLARATION

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

ARTICLE XIV

PROTECTION OF LENDERS

Section 1. Written Notice to First Mortgagees. A first mortgagee is entitled to written notice from the Board of Directors of any default in the performance of an individual condominium mortgagor of any obligation under this Declaration, the By-Laws and Articles of Incorporation which is not cured within thirty (30) days. It shall be the responsibility of each owner of a condominium to notify the Association within thirty (30) days of the close of his escrow to purchase a condominium, of the name and address of the holder of his first mortgage on his particular condominium.

Section 2. Exemption from Right of First Refusal. Any right of first refusal shall not impair the rights of a first mortgagee to: (a) foreclose or take title to a condominium pursuant to the remedies provided in the mortgage; or (b) interfere with a subsequent sale or lease of a condominium so acquired by the first mortgagee.

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Section 3. Subordination of Assessment Lien to Mortgages. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or any purchaser at a foreclosure sale, shall take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the mortgaged condominium. The lien assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the properties subject to assessments; provided that, such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or trustee's sale. Such transfer or sale shall not relieve the property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

Section 4. Leasing. Any lease agreement between a condominium owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws and that any failure by a lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. No unit owner shall be permitted to lease his unit for transient or hotel purposes and no unit owner may lease less than the entire unit. Other than the foregoing, there is no restriction on the right of any condominium owner to lease his condominium.

Section 5. Prior Approval of First Mortgage Holders. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least seventy-five (75%) percent of first mortgagees (based on one vote for each first mortgage owned) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

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(a) effectuate any decision to terminate professional management and assume self-management of the project;

(b) by act or omission seek to abandon or terminate the condominium project;

(c) change the prorata interest or obligations of any individual condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the prorata share of ownership of each condominium unit;

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

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property;

(f) make any material amendment to this Declaration or to the By-Laws of the Association. The term "material amendment" shall mean amendments to provisions of this Declaration or the By-Laws governing the following: (i) the percentage interest of the unit owners in the Common Area of the project; (ii) the fundamental purpose for which the project was created, such as a change from residential use to a different use; (iii) voting; (iv) reserves for repair and replacement of common elements; (v) property maintenance obligations; (vi) casualty and liability insurance; (vii) reconstruction in the event of damage or destruction; (viii) rights to use the common elements; (ix) any provision which by its terms is specifically for the benefit of first mortgagees or specifically confers rights on first mortgagees;

(g) an individual condominium unit may not be partitioned or subdivided without the prior written approval of the holder of the first mortgage lien on that particular condominium.

Section 6. Examination of Books and Records. The holders of first mortgages shall have the right to examine the books and records of the Association.

Section 7. Taxes, Assessments and Charges. All taxes, charges and assessments which may become liens prior to first mortgages under local law, shall relate only to the individual condominiums and not to the project as a whole. First mortgagees of condominiums may jointly and singly pay taxes or other charges which are in default and which may or have become a charge against the common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

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Section 8. Reserves for Replacement. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis and shall be payable in regular installments, rather than by special assessments.

Section 9. No Priority Over Rights of First Mortgagees. No provision herein shall give a condominium unit owner, or any other party, priority over any rights of first mortgagees of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements. Such first mortgagees shall be entitled to timely written notice of any such damage or destruction of the common area or damage to a condominium unit covered by a mortgage. Additionally, if any condominium or portion thereof is made the subject matter of any condemnation or eminent domain proceeding, no provision herein shall entitle the owner of a condominium or any other party to priority over a first mortgagee of a condominium with respect to any distribution to such condominium of the proceeds of any award or settlement. Such first mortgagees shall be entitled to timely written notice of any such proceeding or proposed acquisition.

Section 10. Further Notice to Lenders. The Association shall give written notice to any first mortgagee who requests same, of all meetings of the Association. Each such first lien holder shall have the right to be represented at such meetings but shall have no voting rights unless it has succeeded to title to one or more of the condominiums by foreclosure. Further, the Association shall deliver to each such first mortgagee, a copy of the Association's annual audited statement within ninety (90) days after the end of the Association's fiscal year, upon such mortgagee's request.

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Section 11. Contracts In Excess of One Year. Any agreement for professional management of the condominium project or any other contract providing for services of Declarant, may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

Section 12. Obligation to Cure Breach. Any first mortgagee who acquires title to any condominium pursuant to the remedies provided in the mortgage or through foreclosure of the mortgage, 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.

Section 13. Breach of Declaration. No breach of the covenants, conditions or restrictions contained in this Declaration, nor the enforcement of any lien provisions created herein, shall affect, impair, defeat or render invalid the lien of any first mortgage made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale with respect to a condominium.

Section 14. FHLMC/FNMA Requirements. If any loan secured by a mortgage encumbering a condominium is owned by the Federal Home Loan Mortgage Corporation ("FHLMC"), its successors and assigns, or Federal National Mortgage Association ("FNMA"), its successors and assigns, or is tendered to FHLMC or FNMA, their respective successors and assigns, for purchase, the Association and owners shall obtain and maintain in full force and effect, all insurance coverages

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which may at any time and from time to time be required by FHLMC or FNMA or their respective successors and assigns, and shall otherwise comply in all respects with all insurance requirements of FHLMC or FNMA which may be in effect at any time and from time to time.

Section 15. Conflicts. If there is any conflict between any provisions of this Article XIV and any other provisions of this Declaration or the By-Laws, the language contained in this Article XIV shall control.

ARTICLE XV

BREACH

Section 1. Right of Entry. Violation of any of the covenants, conditions, restrictions, easements, reservations or provisions of this Declaration shall give to Declarant, so long as any condominiums remain unsold, or to the Association, the right to enter 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. Declarant, so long as any condominiums remain unsold, or the Association, shall have the right to abate and remove, at the expense of the owner thereof, any thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions of this Declaration. Such entry shall be made only after seven (7) days' notice has been given to the owner and an opportunity for a hearing afforded him, and with as little inconvenience to the owner as possible. Any damage caused by such entry shall be repaired by the Association. Declarant, so long as any condominiums remain unsold, shall not thereby be deemed guilty of any manner of trespass by such entry, abatement or removal.

Section 2. Nuisance. The result of every act or omission whereby any provision, covenant, condition, restriction, easement or reservation herein contained is violated, in whole or in part,

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is hereby declared to be and constitutes a nuisance and every remedy, allowed at law or in equity, as determined by a court of law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be enforced by Declarant, so long as any condominiums remain unsold, or by the Association. Such remedy shall be deemed cumulative and not exclusive.

Section 3. Enforcement. In the event of a breach of any of the provisions, covenants, conditions, restrictions, easements or reservations hereby established, the Board may enforce any and all of the terms and conditions of this Declaration. It is hereby declared that damages at law for such breach are inadequate. The restrictions provided for herein shall be enforceable equitable servitudes and shall inure to and bind all owners of the residential units.

ARTICLE XVI

AMENDMENT

Section 1. Prior to Close of First Sales Escrow. Prior to the close of the first sales escrow, Declarant shall have the right to amend this Declaration by executing and recording, with the consent of beneficiaries of all trust deeds then of record, the desired amendment, after receiving the prior written approval of the State of California Department of Real Estate and any other state administrative agency then having regulatory jurisdiction over the project. The recording of said amendment shall be presumed to be valid as to anyone relying thereon in good faith.

Section 2. Subsequent to Close of First Sales Escrow.

(a) Two-Class Voting Structure Still in Effect.

If the two-class voting structure is still in effect in the Association, this Declaration may be amended only with the vote or written assent of seventy-five (75%) percent of

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each class of membership in the Association. If the two-class voting structure is still in effect in the Association, the Articles of Incorporation filed with Secretary of State on February 26, 1980 may be amended only with the vote or written assent of fifty-one (51%) percent of each class of membership. In the event of any conflict between this Article XVI, Section 2.(a) and the Section VI of the filed Articles, this Section 2.(a) shall control.

(b) Two-Class Voting Structure No Longer In Effect.

If the two-class voting structure is no longer in effect in the Association because of the conversion of Class B to Class A membership as provided in Article IV, Section 3. hereinabove, this Declaration may be amended only with the vote or written assent of members entitled to cast at least seventy-five (75%) percent of the voting power of the Association and at least a bare majority of the votes of members, other than Declarant. If the two-class voting structure is no longer in effect, the Articles of Incorporation hereinabove mentioned, may be amended only with the vote or written assent of members entitled to cast at least fifty-one (51%) percent of the voting power of the Association and at least a bare majority of the votes of members, other than Declarant. In the event of any conflict between this Article XVI, Section 2.(b) and Section VI of the filed Articles, this Section 2.(b) shall control.

Notwithstanding sections (a) and (b) above, the percentage of voting power of the Association or of members other than Declarant necessary to amend a specific clause or provision in this Declaration, shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

ARTICLE XVII

ENFORCEMENT OF BONDED OBLIGATIONS

In the event the Common Area improvements which re included in this subdivision offering have not been completed prior

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to the issuance of the Final Subdivision Public Report and the Association is obligee under a bond to secure performance of the commitment of Declarant to complete the improvements, the following substantive and procedural provisions relative to the initiation of action to enforce the obligations of Declarant and the surety under the bond shall apply:

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

(b) A special meeting of members shall be held for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the bond, or on the failure of the Board to consider and vote on the question. The meeting shall be held not less than thirty-five (35) nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting, signed by members representing at least five (5%) percent of the total voting power of the Association.

(c) A vote by members of the Association, other than Declarant, shall be taken at the special meeting called for the purpose set forth in (b) above.

(d) A vote by a majority of the voting power of the Association residing in members other than Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

[illegible] Declarant [illegible] this

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Declaration, the day and year first hereinabove written.

Paul Richards

Phyllis Richards

Sam Boris

Rhoda Boris

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS

On this 14 day of July, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Richards, Phyllis Richards, Sam Boris and Rhoda Boris, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Signature Moe Feldman

OFFICIAL SEAL
MOE FELDMAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires OCT 7, 1980

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SHEET 1 OF 5 SHEETS

CONDOMINIUM PLAN

LOT 1 OF TRACT NO. 37485, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 963 PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. DIAGRAMMATIC FLOOR PLAN OF BUILDINGS TO BE CONSTRUCTED ON SAID LAND AND CERTIFICATE AS REQUIRED UNDER THE CALIFORNIA CIVIL CODE SECTION 1351.

MOLLENHAUER, HIGASHI & MOORE, INC.

We, the undersigned, hereby certify that we are the owners or record holders of security interest therein, or are interested in the land included within the project shown on the map, and that we consent to recording of the within Condominium Plan pursuant to Chapter 1, Title 6, Part 4, Division Second, of the California Civil Code.

OWNERS:

Paul Richards

Paul Richards

Sam Boris

Sam Boris

Phyllis Richards

Phyllis Richards

Rhoda Boris

Rhoda Boris

RECORD HOLDERS OF SECURITY INTERESTS:

7115 ETIWANDA, Ltd, a California Limited Partnership, record holder of security interest under a deed of trust recorded November 9, 1979, as Instrument No. 79-1270187of Official Records.

Paul Gun

General Partner

Imperial Bank, a California corporation, record holder of security interest under a deed of trust recorded November 9, 1979 as Instrument No. 79-1263915 of Official Records.

Vice President

Asst. Vice President

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I hereby certify that I am a Licensed Land Surveyor of the State of California, that this project, consisting of 5 sheets, correctly represents a true and complete survey of the boundary of said project made under my supervision in April, 1979, and that the boundaries of the units shown herein were taken from the building plans for this condominium project and made under my supervision.

Robert L Mollenhauer

Robert Mollenhauer L.S. 2996
Mollenahuer, Higashi & Moore, Inc.

State of California)
County of Los Angeles) SS

On this 2nd day of January, 1980 before me Jay W. Anderson a Notary Public in and for said State, personally appeared Paul Richards, Phyllis Richards, Sam Boris and Rhoda Boris, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

OFFICIAL SEAL
JAY W. ANDERSON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Mar. 8, 1983

Jay W. Anderson
Notary Public

State of California)
County of Los Angeles) SS

On this 8th day of January, 1980 before me Jay W. Anderson a Notary Public in and for said State, personally appeared Paul Grossman, known to me to be the General Partner of 7115 Etiwanda Ltd., the limited partnership that executed the within instrument and known to me to be the person who executed the within instrument on behalf of the limited partnership herein named and acknowledged to me that such limited partnership executed the same as beneficiary.

OFFICIAL SEAL
JAY W. ANDERSON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Mar. 8, 1983

Jay W. Anderson
Notary Public

State of California)
County of Los Angeles) SS

On this 20th day of June, 1980 before me Kathy A. Beck, a Notary Public in and for said State, personally appeared Terrance M. McCarthy, known to me to be the Vice President and David B. Dauer, known to me to be the Asst. Vice President Secretary of Tomorrow 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 such corporation executed the same as beneficiary.

OFFICIAL SEAL
KATHY A. BECK
NOTARY PUBLIC-CALIFORNIA

Kathy A. Beck
Notary Public

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NOTES & DEFINITIONS

1. THE "COMMON AREA" OF THIS PROJECT IS THE LAND AND REAL PROPERTY INCLUDED WITHIN THE BOUNDARY LINES OF LOT 1, TRACT NO. 37485, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 953 PAGES 33 AND 34 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPT THOSE PORTIONS SHOWN AND DEFINED HEREIN AS UNITS 1 TO 19 INCLUSIVE.

2. THE UNITS OF THIS PROJECT ARE NUMBERED 1 TO 19 INCLUSIVE. A UNIT CONSISTS OF ALL THOSE ELEMENTS BEARING AN IDENTICAL NUMBER DESGNATION, AND THE NUMBER DESIGNATION OF AN ELEMENT COINCIDES WITH THE NUMBER OF THAT UNIT OF WHICH IT IS A PART. WHENEVER REFERENCE IS MADE TO ANY OF UNITS 1 TO 19 INCLUSIVE, IT SHALL BE CONSTRUED THAT REFERENCE IS MADE TO THE UNIT AS A WHOLE AND EACH OF ITS COMPONENT ELEMENTS.

3. THE FOLLOWING ARE NOT A PART OF A UNIT: BEARING WALLS, COLUMNS, VERTICAL SUPPORTS, FLOORS, ROOFS, FOUNDATIONS, PIPES, DUCTS, FLUES, CONDUITS, WIRES, CEILINGS, FURRED CEILINGS, AND OTHER UTILITY INSTALLATIONS, WHEREVER LOCATED, EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN A UNIT.

4. THOSE ELEMENTS OF UNITS SHOWN HEREIN BEARING THE LETTER DESIGNATION "A" AND "AA" ARE DWELLING AREAS, THE BOUNDARIES THEREOF BEING THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, FURRED CEILINGS, WINDOWS, AND DOORS, WHERE SUCH SURFACES EXIST, UNLESS OTHERWISE INDICATED BY VERTICAL ELEVATIONS ON THE FLOOR PLAN SHEET HEREIN.

5. THOSE ELEMENTS OF UNITS SHOWN HEREIN BEARING THE LETTER DESIGNATION "P" ARE PATIOS, THE BOUNDARIES THEREOF BEING THE EXTERIOR SURFACES OF THE PERIMETER WALLS, WINDOWS, AND DOORS OF THE ADJACENT DWELLING AREA, WHERE SUCH SURFACES ADJOIN SAID PATIOS, AND VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREIN WHERE NOT ADJOINED BY AN ADJACENT DWELLING AREA.

6. THOSE ELEMENTS OF UNITS SHOWN HEREIN BEARING THE LETTER DESIGNATION "B" AND "BB" ARE BALCONIES, THE BOUNDARIES THEREOF BEING THE EXTERIOR SURFACES OF THE PERIMETER WALLS, WINDOWS, AND DOORS OF THE ADJACENT DWELLING AREA, WHERE SUCH SURFACES ADJOIN SAID BALCONIES, AND VERTICAL PLANES AT THE LIMITS OF THE HORIZONTAL DIMENSIONS SHOWN HEREIN WHERE NOT ADJOINED BY AN ADJACENT DWELLING AREA.

7. THOSE ELEMENTS OF UNITS SHOWN HEREIN BEARING THE LETTER DESIGNATION "G" ARE GARAGES, THE BOUNDARIES THEREOF BEING THE INTERIOR SURFACES OF THE WALLS, CEILINGS, WINDOWS, DOORS, AND FINISHED FLOORS, WHERE SUCH SURFACES EXIST.

8. THE UPPER AND LOWER VERTICAL LIMITS OF THE ELEMENTS SHOWN HEREIN ARE HORIZONTAL PLANES HAVING ELEVATIONS AS SHOWN ON THE FLOOR PLAN SHEET HEREIN. THE ELEVATION OF WHICH COINCIDE WITH THE FINISHED SURFACE OF THE FLOOR AND CEILING THEREOF.

9. THE AIR SPACE OF INDIVIDUAL UNITS, ENCOMPASSED BY BOUNDARIES DESCRIBED BY THESE PLANS MAY INCLUDE FURRED CEILINGS WHICH ARE NOT A PART OF THE UNITS, AND SAID CEILINGS PROJECT DOWNWARD APPROXIMATELY 1.0 FOOT FROM THE UPPER VERTICAL LIMITS AS SHOWN HEREON. LOCATION OF THESE DOWNWARD PROJECTIONS ARE NOT SHOWN ON THESE PLANS.

10. BASIS OF BEARINGS:
THE BEARING S.0°00'31" E. OF THE CENTERLINE OF ETIWANDA AVENUE AS SHOWN ON MAP OF TRACT NO. 25270 AS RECORDED IN BOOK 660, PAGES 20, AND 21 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

11. BENCH MARK:
CITY OF LOS ANGELES B.M. NO. 07-12900 CITY DISK IN 8 INCH MONUMENT, 2 FEET NORTH OF NORTH CURB OF SHERMAN WAY AND 25 FEET WEST OF WEST CURB LINE OF CARNE AVENUE, STAMPED 9-6-2. ELEVATION 737.188 (ADJ. 1975)

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SHEET 4 OF 5 SHEETS

SCALE IN FEET

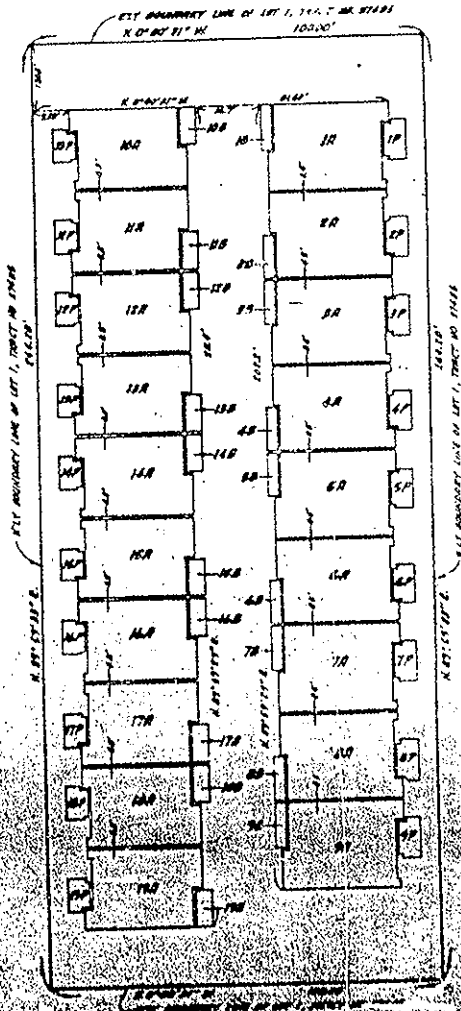
CONDOMINIUM PLAN

DIAGRAMMATIC BUILDING & FIRST FLOOR PLAN

NOTES:

- ALL ELEMENTS AND BUILDING TIES ARE AT RIGHT ANGLES, UNLESS OTHERWISE SHOWN.
- FOR ELEMENT DETAILS AND DIMENSIONS, AND UPPER AND LOWER ELEVATIONS, SEE SHEET 5.

ETIWANDA AVENUE



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SHEET 5 OF 5 SHEETS

CONDOMINIUM PLAN

DIAGRAMMATIC FLOOR PLAN

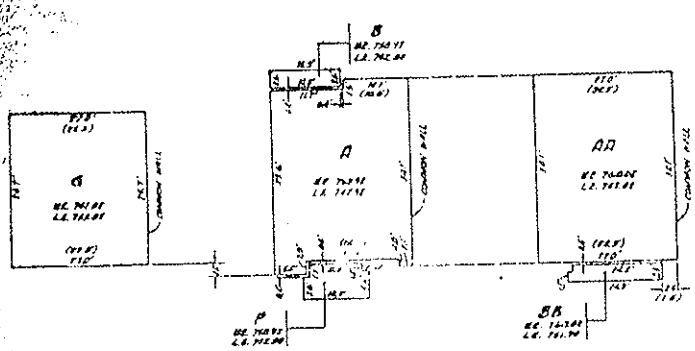
SCALE IN FEET

NOTES:

[illegible]

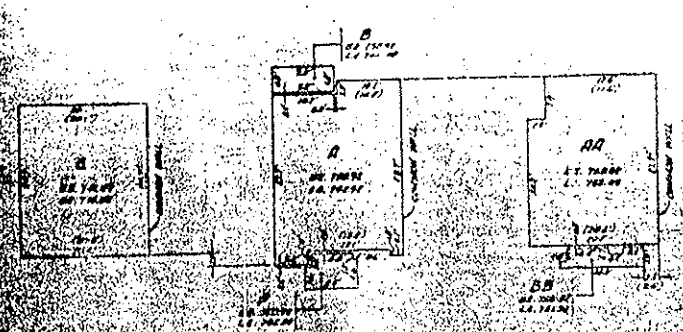
LEGEND:

U.E. = UPPER ELEV. [illegible] OF THE VERTICAL BOUNDARY.
L.E. = LOWER ELEV. [illegible] OF THE VERTICAL BOUNDARY.



GARAGE PLAN — FIRST FLOOR PLAN — SECOND FLOOR PLAN

TYPICAL PLAN FOR UNITS : 2, 4, 6 & 8
TYPICAL PLAN REVERSED FOR UNITS : 3, 5 & 7
TYPICAL PLAN REVERSED FOR END UNITS : 1 & 9 (SEE NOTE ABOVE)



GARAGE PLAN — FIRST FLOOR PLAN — SECOND FLOOR PLAN

[illegible]

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EXHIBIT "B"

PURSUANT TO ARTICLES II. 3. AND VI. 2. OF THIS DECLARATION, THIS EXHIBIT IS ATTACHED HERETO AND MADE A PART HEREOF

UNIT	FRACTIONAL INTEREST IN COMMON AREA	ESTIMATED INITIAL MONTHLY MAINTENANCE CHARGE
Units 1 to 19, inclusive:	1/19th	$67.97*

*OR, IF DIFFERENT, THAT AMOUNT AS IS SHOWN IN THE FINAL SUBDIVISION PUBLIC REPORT TO BE ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE.

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