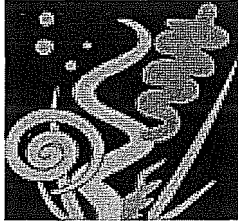


CC&Rs (Required Civil Code Sec. 4525)
1500 Ocean Homeowners Association

Order: M8WTS87GH
Address: 1500 E Ocean Blvd Unit 401
Order Date: 10-29-2021
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NOTICE:

If this document contains any restriction based on 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. 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.



1500 Ocean Homeowners Association

TO: 1500 Ocean Homeowners
FROM: 1500 Ocean Board of Directors
DATE:

Re: Revisions of the Covenants, Conditions, and Restrictions (CC&Rs)

In December, 2006 and June, 2007, you were asked to vote on changes to our governing documents, the CC&Rs. These changes included three types of revisions:

- Those necessary to remove provisions specific to the developer;
- Those required because of changes in the laws of the State of California; and
- Those needed to clarify issues specific to 1500 Ocean to protect our property values and our quality of life.

The changes required in the law were automatic and the provisions specific to the developer passed with a majority vote. The issues specific to our complex needed a 67% affirmative vote (47) and received only 46 at each election. In December, 2006, six ballots were declared invalid because the homeowner's name was not signed in the indicated place on the front of the ballot.

Therefore, the 1500 Ocean Board of Directors filed a petition in the Superior Court of the State of California on November 29, 2007 seeking to reduce the percentage of affirmative votes necessary to amend the CC&Rs. (Civil Code 1356.) A copy of this *ex parte* order was mailed to each homeowner and the full petition was available in the Community Room.)

A hearing was held on January 18, 2008 and the Court granted the request of the Board of Directors. It was then necessary to seek the approval of each mortgage holder. This step proved to be more difficult than anticipated and was not completed until July 22, 2009. The document was then appropriately signed by the President and Secretary of the HOA and recorded in the Registrar's Office of the County of Los Angeles on.....

The most important changes involve **Section 20, Rental or Leasing Restrictions** and **Section 21, Limitation on the Number of Units that May be Rented or Leased During Any Given Time Period.** The minimum leasing period is now one (1) year and a maximum of 20% of the total condominium units (14) may be leased during any given time period.

PLEASE READ THE REVISED DOCUMENT ENCLOSED WITH THIS LETTER FOR THE FULL REVISIONS. The HOA Rules and Regulations are being revised at this time and you will be notified and given the opportunity to comment.

The Board of Directors thanks you for your cooperation and patience with this project and appreciates your attention to the following of the Governing Documents – CC&R's, By-Laws, and Rules and Regulations.

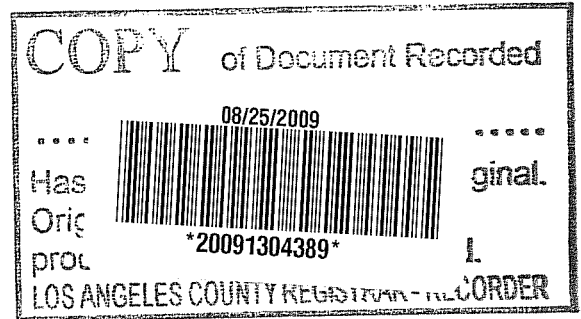
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RECORDING REQUESTED BY:

1500 Ocean Homeowners Association
c/o Law Firm of Kaiser, Swindells & Eiler
444 W. Ocean Blvd., Suite 900
Long Beach, California 90802

AND WHEN RECORDED, MAIL TO:

Law Firm of Kaiser, Swindells & Eiler
444 W. Ocean Blvd., Suite 900
Long Beach, California 90802



**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR 1500 OCEAN HOMEOWNERS ASSOCIATION**

"If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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." *California Government Code, Section 12956.1*

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SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 1500 OCEAN HOMEOWNERS ASSOCIATION

THIS SECOND AMENDED AND RESTATED DECLARATION is made this 23rd day of July, 2009 by 1500 OCEAN HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (herein-after referred to as the "Association") with reference to the following:

RECITALS

- 1) On the date of the recordation of this amended Declaration, in the office of the County Recorder for Los Angeles County, State of California, the Association owns that certain real property, commonly known as 1500 E Ocean Boulevard, Long Beach, California, and more particularly described in Exhibit "A" attached hereto.
- 2) Said real property as initially approved by the City of Long Beach has been improved with seventy (70) condominium units developed in multiple phases, and the property, improvements and all appurtenances and facilities thereof shall hereinafter collectively be referred to as the "PROPERTY" and "ANNEXATION PROPERTY".
- 3) The Original Declarants sold and conveyed interests in the Project to various individuals and subject to certain basic protective covenants, conditions, restrictions, limitations, easements, right, rights of way, reservations, liens, charges and equitable servitudes between it and the acquirers or users of said property as hereinafter set forth.

On successive votes in December 2006 and June 2007, the Owners of Condominiums representing sixty-five percent (65%) of the total Owners of the Association voted by written ballot to amend and restate the Original Declaration, as amended and supplemented by the documents recited above, all in accordance with the procedures for amendment set forth in the Original Declaration. On January 18, 2008, the Superior Court of California, in Case No. 050551, signed an order deeming such votes sufficient to approve this amendment. As of July 22, 2009, fifty-one percent (51%) of the holders of first mortgages on units in the Project, or any part or portion thereof, consented to amend and restate the Original Declaration, as amended. In doing so, it was the intention of the Owners and mortgage holders to amend, restate and replace the Original Declaration and any and all amendments to the Original Declaration, in their entirety, with the recording of this Second Amended and Restated Declaration. The action of the Owners and mortgage holders to amend and restate the Original Declaration and any and all subsequently recorded document affecting same, as set forth herein, and the fact that the requisite percentage of affirmative votes and consent required in the Declaration was achieved, is attested by the execution of this Second Amended and Restated Declaration by duly authorized officers of the Association, as required by Civil Code §1355(a). As so amended and restated, the easements, covenants,

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restrictions, and conditions set forth herein shall constitute equitable servitudes and covenants that run with the land comprising the Project and shall be binding on all parties having or acquiring any right, title, or interest in the Project or any portion thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, pursuant to the provisions of Chapter 1 of Title 6, Part IV of Division Second of the California Civil Code, the Association hereby declares that the property, improvements, appurtenances and facilities described herein and as shown on the Condominium Plan, was recorded in connection with the project, was held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved only and subject to the following uniform covenants, conditions, restrictions, limitations, reservation, grants of easements, rights of way, rights, liens, charges, and equitable servitudes, all of which are hereby declared, established, expressed and agreed.

- a) to be in furtherance of a plan for the subdivision and sale of individual condominiums in a condominium project, as defined in section 13519(f) of the Civil Code,
- b) to be in for the benefit and protection of the Project, its desirability, value and attractiveness,
- c) to be for the benefit of the owners of condominiums in the Project,
- d) to run with the land and be binding on all parties having or acquiring any right, title or interest in the Project or any portion thereof,
- e) to inure to the benefit of every portion of the Project and any interest therein, and
- f) to inure to the benefit of and be being on each successor and assignee in interest of each owner .

Any conveyance, transfer, sale, assignment, lease or sublease made by the original Declarant or by the Association (as hereinafter defined) of a condominium in the Project will and hereby is deemed to incorporate by reference the provisions of this Declaration including, but not limited to, covenants, conditions, restrictions, limitations, easements, rights, rights of way, reservations, liens, charges and equitable servitudes contained herein.

The Provisions of this Declaration shall be enforceable by the Association, any owner or its or his successor in interest and shall be enforceable by the Association, its Board of Directors or any person, corporation or other entity 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 “Annexation Property” shall mean and refer to that real property to be annexed to the Project more particularly described in Exhibit “B” attached hereto and by this reference made a part hereof Subject to the approval of the City of Long Beach additional property may be annexed to the Project at a future date. Said “Additional Annexation Property” is more particularly described in Exhibit “B” attached hereto and by this reference made a part thereof

2 “Articles” shall mean the Articles of Incorporation for 1500 OCEAN HOMEOWNERS ASSOCIATION

3 “Association” shall mean 1500 OCEAN HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, the Members of which shall be owners of Condominium Units in the Project

4 “Association Property” shall mean property conveyed by the original Declarant to the Association as more particularly identified on each Condominium plan recorded for the Project

5 “Board” shall mean the Board of Directors of the Association

6 “Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time

7 “Common Area” shall mean the entire project, excepting the units and Association Property, as more particularly described on each Condominium Plan recorded for the Project

8 “Condominium” shall mean a condominium as defined in Sections 783 and 1351(f) 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 called a Unit, more particularly an estate in real property, consisting of an equal undivided 1/70th fractional interest in the Common Area of Module I and II, as set forth in the Condominium Plan recorded November 17, 1999, together with a separate interest in a Unit as defined herein

9 “Condominium Plan” shall mean the Plan as defined in Section 1351(e) of the Civil Code prepared, executed and recorded in connection with the Project

10 “Original Declarant” shall mean 1500 OCEAN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, its successors and assigns.

11 “Declaration” shall mean this Declaration, as the same may be amended, changed or modified from time to time

12 “Declaration of Annexation” shall mean each of those certain declaration of covenants, conditions and restrictions or similar instruments annexing any portion of the Annexation Property and extending the plan of this Declaration to such property

13 “Exclusive Use Easement Area” shall mean those areas which are part of the Association Property for the exclusive use of the individual Units consisting of balconies appurtenant to each Unit and parking spaces all as shown and defined on the Condominium Plan

14 “FNMA”, “FHLMC” and “VA” shall mean the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and the United States Department of Veterans Affairs respectively

15 “Module” shall mean Module I and Module II as shown on a Condominium Plan filed with the County Recorder for the Project, and is comprised of a three-dimensional airspace volume comprising the Units, the Common Area and the Association Property, if any, in each such Module, the boundaries of which are shown and described on the sheets of the Condominium Plan(s) “Module” is used synonymously with “Phase” and the two words shall be considered interchangeable herein

16 “Mortgage” shall mean a security interest encumbering one or more Units in the Project or all or any other portion of the Project, including, but not limited to, a Dead of Trust, including a construction deed of trust whether recorded prior to or following completion of a Unit

17 “Owner” shall mean the record owner or owners or contract vendee or vendees (if more than one) of a Condominium in the Project.

18 “Project” shall mean the entire parcel of real property consisting of Association property and Modules that have been developed and improved and divided into Condominium estates by recordation of a Condominium Plan and made subject to this Declaration. The Annexation Property shall not be part of the Project until annexed to the Project pursuant to Article XX herein.

19 “Property” shall mean and include all that real property more than particularly described in Exhibit “A”, attached hereto, together with the Annexation Property, but the Annexation Property shall not be subject to this Declaration until Declarant annexes the

Annexation Property to the Project pursuant to Article XX and any Declaration of Annexation recorded in accordance therewith.

20 “Unit” shall mean a separate interest in space and includes that spatial element of a Condominium which is not owned in common with other Owners of other Condominiums in the Project the boundaries of which are shown and described on the Condominium Plan(s).

ARTICLE II DESCRIPTION OF LAND AND IMPROVEMENTS

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

2 Property Description The Property and Improvements consist of seventy (70) individual Condominium Units, recreational amenities including, but not limited to, a central courtyard, swimming pool, a recreation room, and a two-level parking garage

3 Description of Individual Condominiums Each Condominium within the Project which shall be offered for sale, shall consist of a fee simple interest in and to a particular Unit, as more particularly shown and defined in the Condominium Plan, together with an undivided fractional interest as a tenant-in-common in and to the Common Area

4 Description of Parking The Project contains a two-level parking structure intended to provide parking for the seventy (70) Units within the initial development. Said structure shall contain a minimum of one hundred fifty-eight (158) parking spaces to be permanently maintained as parking facilities. Two (2) parking spaces shall be assigned to each unit at the time of transfer of a Unit to an individual purchaser.

Parking spaces in tandem arrangement shall be assigned to only one unit. Said spaces so assigned shall be conveyed by grant deed as an exclusive easement to each owner for his Exclusive Use. Eighteen (18) parking spaces shall be permanently maintained as guest parking spaces. Such parking spaces shall not be converted to resident’s parking or other use. All other parking spaces shall be held in common as guest parking. Parking spaces may not be leased, subleased, sold or given to others not a resident of a Unit within the Project.

5 Conveyance of Association Property The original Declarant covenants for itself, its successors and assigns that it shall, upon or prior to close of escrow for the sale of the first Unit in a Phase of the Project, convey to the Association, at no cost thereto, by Grant Deed, the Association Property identified on the Condominium Plan for that Phase. The Association Property shall be used for the common benefit and enjoyment of the Owners present and future and for such other purposes as may be permitted in this Declaration and shall be subject to the restrictions reflected herein. Upon the conveyance of the Association

Property, the Association immediately became responsible for all maintenance, operation and expenses associated with such Association Property.

6 Owners' Non-Exclusive Easement of Enjoyment Each Owner shall receive as an incident of conveyance of his Unit, a non-exclusive easement appurtenant thereto, for ingress, egress and support over, across and through the Common Area and the Association Property. In the event any portion of the Common Area or the Association Property encroaches on a Unit, or a Unit encroaches on any portion of the Common Area or the Association Property as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and the maintenance thereof shall exist so long as the encroachment exists.

ARTICLE III OWNERS ASSOCIATION

1 Association Management The management of the Project shall be vested in the Association in accordance with the Association Bylaws as the same may from time to time be amended in accordance with this Declaration. The Owners of all Units covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors.

2 Membership The Owner of a unit shall automatically, upon becoming the Owner of same, be a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Bylaws of the Association.

3 Transferred Membership Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the Unit to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance of such Unit. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered to his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

ARTICLE IV MANAGEMENT OF OWNERS ASSOCIATION

1 Annual Meetings Annual meetings of members of the Association shall be held in accordance with the provisions of the Bylaws of the Association, as they may from time to time be amended in accordance with this Declaration. Directors shall be elected at the first meeting of members notwithstanding the fact the terms of sitting directors shall not yet have expired.

2 Owner Voting Rights The Association shall have one (1) class of membership. Voting may be carried out either in person, by written ballot, or by a written proxy, and shall be conducted in compliance with State law (Civil Code, Section 1363.03, and Corporations Code Sections 7513, and 7517, this declaration, the Bylaws, and the Rules and Regulations adopted by the Board of Directors of the Association.

 a A members shall be entitled to one (1) vote for each Unit in which they hold the required interest for membership. When more than one person holds such interest in any Unit, all of such persons shall be members. The one vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

3 Election and Removal of the Board *The Procedures Regarding the Election and Removal of Directors shall be governed by Civil Code Section 1363.03 and Corporations Code Sections 7221, 7222, 7223, 7513, 7521, 7527, 7610, and the By-Laws, and the Rules adopted by the Board of Directors.*

4 Voting Proxies Proxies may be carried and voted only by other Owners of a Unit in the Project and shall be valid only if signed and dated by the Owner giving the proxy, and in compliance with State law (Civil Code, section 7513, 7514 and 7613, this Declaration, the Bylaws, and the Rules and Regulations adopted by the Board of Directors of the Association.

5 Quorum Requirements for Association Meetings At all meetings of Owners, fifty-one percent (51%) of the total voting power of the Association, present in person, by written ballot, or by proxy, shall constitute a quorum, and a majority of those present in person, by written ballot, or by proxy shall be sufficient for the passage of any motion or the adoption of any resolution, except as otherwise provided (a) in the Articles of Incorporation, if the Association is incorporated, (b) in the Bylaws, (c) in this Declaration of Restrictions, and (d) in connection with amendment or repeal of this Declaration, as hereinafter set forth under Article XVIII. If the required quorum is not present, another meeting may be called and the required quorum for the regular adjourned meeting shall be twenty-five (25%) of the total voting power of the Association. In the absence of a quorum at a meeting of members, a majority of those present in person, by ballot, 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) nor more than thirty (30) days from the original meeting date. No written notice of the adjourned date need be given unless the date is not set at the meeting. When the adjourned meeting is reconvened and if no more than one-third (1/3rd) of the voting power of the Association is in actual attendance, no business other than that scheduled for the earlier meeting may be transacted.

6 Written Notice of Meetings Written notice of regular and special meeting shall be given, to members, by the Board of Directors 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. A special meeting shall be promptly called by the Board of Directors upon (a) the vote for such a meeting by a majority of a quorum of the Board of Directors, or (b) receipt of a written request by five percent (5%) of the total voting power of the Association.

7 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 attorneys' fees, actually or necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature, in which he may be involved as a party 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 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 representatives of such person.

ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION

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 Bylaws, 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 provisions of the Bylaws or said rules and regulations, the provisions of the Declaration shall prevail.

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

a To enforce the applicable provisions of this Declaration, the Bylaws and other instruments for the management and control of the Project. The Board of Directors shall have the right to adopt reasonable rules and to amend the same from time to time relating to; (I) the use of the Common Area and the Association Property and any recreational and other facilities situated thereon by Owners and their tenants (renters and/or lessees) or guests, and; (II) 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 detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the Unit whose occupants leave property on the Common Areas and the Association Property in violation of the rules may be assessed to cover the expense incurred by the Board of Directors in removing such property and storing or disposing thereof. A copy of such rules and all amendments thereto shall be mailed to each Owner and a copy shall be posted in one or more places on the Common Areas and the Association Property where the same may be conveniently inspected,

b To pay premiums, taxes and assessments which are or could become a lien on the Common Areas and the Common Area and the Association Property or some portion thereof,

c To delegate its powers to committees, officers or employees,

d To contract for materials and/or services for the Common Area and the Association Property or the Association as more fully set forth in the Association Property or the Association as the foregoing, if the Project has a specific designated area for the placement of trash bins, the Association shall enter into a contract with a reputable trash removal company (and shall so contract with such a company continuously during the term of this Declaration) for the regular emptying of trash containers of the Project. The trash containers shall be of adequate size for the storage of all trash and debris from the Project. Such removal shall be done at least weekly, or more frequently as necessary to maintain the Project in a "first-class" condition,

e To operate all recreational equipment and facilities located within the common Area and the Association Property, if any,

f Notwithstanding any other provisions of this Declaration, the board has an affirmative primary obligation to maintain the Common Area and the Association Property and all improvements thereon, the exteriors of all buildings containing individual Units, and all other additions which may be subsequently authorized, as hereinafter provided, in a first-class condition, order and repair. Without limiting the generality of the foregoing, this obligation includes the maintenance of the surface of any paved area, sidewalks and parking areas on the Project in a level, smooth and evenly covered condition with the type of surfacing material originally installed thereon, or a substitute which is in all respects equal thereto in quality, appearance and durability. All landscaping, including the parkway areas and streets trees, together with sufficient irrigation and irrigation improvements therefore,

shall be maintained in a good first-class condition, healthy and without deterioration, free of weeds, disease-free and without waste or debris. The Association shall also maintain, repair and restore all utility lines within the Common Area and the Association Property including, but not limited to, the private sewer system, all mechanical pumps and drainage devices except those maintained by public utility companies, in addition, all graffiti shall be removed within 24 hours,

g To pay the operating expenses of the Association, including but not limited to, expenses advanced by members of the Board of Directors, legal and accounting fees, the fees of any duly selected manager and a reasonable reserve contingencies with respect to the Common Area and the Association Property. In the event of damage to or destruction of any building, structure or other improvement situated on the Common Area and the Association Property, the Board of Directors shall cause the same to be repaired, replaced or rebuilt. In the event the cost of such repair, replacement or rebuilding exceeds insurance proceeds payable by reason of said damage or destruction, the amount of the difference shall be prorated among the Owners and assessed to such Owners in accordance with the provisions of Articles VI and XII. In the event the amount of such insurance proceeds exceed the cost of such repair, replacement or rebuilding, the surplus shall be retained by the Association and shall be taken into consideration in determining the amount of the annual assessment for the next budget period,

h All insurance policies purchased by the Board of Directors for the mutual benefit of all Owners, shall contain a provision that each Owner will receive a notice from the insurance carrier that said policy is in effect that each Owner will receive thirty (30) days notice prior to cancellation or termination of said policy, for any reason whatsoever

Neither the Board of Directors nor its agents shall enter into any insurance contract which binds the Association in excess of one (1) year unless said contract is approved by the majority of the Association members, except that the Board of Directors may contract for prepaid casualty and/or liability insurance policies not to exceed three (3) years duration if such policies permit short rate cancellation by the insured;

(1) Fire and Casualty Insurance The Board of Directors shall carry a master or blanket policy of insurance for the full replacement value, without deduction for depreciation, of all improvements within the Project, which policy shall provide subject to disbursement by the Board acting on behalf of the Association Such policy shall be issued upon an "All Risk" basis excluding earthquake and flood perils with respect to such improvements and shall also contain "Replacement Cost", "Stipulated Amount", and "Automatic Increase (inflationary Guard)" endorsements if the Board so determines, such policy may also contain a determinable cash adjustment provision, or equivalent endorsement, to permit a cash settlement covering the full value of such improvements in the event of the destruction of such improvements and a decision not to rebuild pursuant to Article XII hereof. Subject to compliance with the foregoing, and the requirements of the First Mortgagees, such policy shall be in such amounts as shall be determined by the Board upon annual review and shall name as insured the Association. Other Owners shall either be specifically named as insured or included as such within the

definition of an “insured” under such policy. All Mortgagees shall also be covered as their respective interests may appear.

(2) Public Liability Insurance The board of Directors shall also carry a policy or policies insuring the Association, the Board of Directors and each and all of the Owners and management agent, if any, against any liability to the public or the Owners or any other person resulting from or incident to the ownership, management and use of the Project by the Association, the Board of Directors, the Owners, their invitees and tenants and members of the public, the liability limits of which shall not be less than \$2,000,000 00 covering all claims for death, personal injury and property damage arising out of a single occurrence, such limits to be reviewed annually by the Board of Directors. The policy shall provide coverage for any legal liability that results from law suits related to employment contracts in which the Association is a party. The policy shall provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify it.. Similar notice shall also be given to each holder of a first mortgage on an individual Unit in the Project.

(3) Owner’s insurance Each Owner may obtain additional insurance covering his personal property situated within his Unit, together with any so-called “homeowners” or other type of personal insurance coverage upon his residence, his Unit or his interest in the Project.

(4) Errors and omissions Insurance The Board of Directors shall have authority to obtain such errors and omissions insurance or other insurance as it deems advisable insuring the Board of Directors and each member thereof, against any liability for any act or omission in carrying out their obligations hereunder or resulting from their membership on the Board of Directors or any committee thereof. The amount of the coverage shall be at least \$500,000. The premiums for insurance purchased pursuant to the foregoing shall be payable out of the maintenance fund.

(5) Worker’s Compensation Insurance The Board of Directors shall carry worker’s compensation insurance covering all persons employed by it in the performance of its responsibilities under this Declaration, and may obtain fidelity bonds for such of its employees as it may deem advisable.

(6) Flood Insurance Further, the Board of Directors shall purchase and carry flood hazard insurance in the maximum amount available in the event the area in which the Project is located is designated by the Office of Housing and Urban Development as an area having special flood hazards,

(7) Fidelity Bond The Board shall obtain a Fidelity Bond which covers members of the Board, officers and employees of the Association, and employees of any manager or Managing Agent, whether or not such persons are compensated for their services, naming the Association as to the insured, written in an amount not less than a sum equal to three (3) months aggregate assessments on all Units plus reserve funds,

(8) Provision of Information to Members of the Association All members of the Association shall be provided with the following information:

(A) Summary of the Association's property, general liability, and earthquake and flood insurance policies, which shall be distributed within sixty (60) days preceding the beginning of the Association's fiscal year, that includes all of the following information about each policy (I) the name of the insurer, (II) the type of insurance, (III) the policy limits of the insurance, and (IV) the amount of deductibles if any,

(B) The Association shall, as soon as reasonably practical, notify its members by first-class mail if any of the policies described above have lapsed, been canceled, and are not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductibles, for any of these policies. If the Association receives any notice of non-renewal of a policy described above, but Association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse,

(C) To the extent that any of the information required to be disclosed pursuant to Section (A) above is specified in the insurance policy declaration page, the Association may meet its obligation to disclose that information by making copies of that page and distributing it to all of its members,

(D) The summary distributed pursuant to Section (A) above shall contain, in at least 10-point boldface type, the following statement "This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) or Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance.

Any Association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, around individual units, or personal injuries or other losses that occur within or around individual units. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage"

(9) Anti-Suit Protection Pursuant to Civil Code Section 1365.9, any cause of action in tort against any Owner of a separate Unit arising solely by reason of any ownership interest as a tenant in common in the Common Area of the Project shall be brought only against the Association and not against the individual. Owners of the separate Units of the Association has maintained and has in effect for this cause of action, one or more policies of insurance which include coverage for general liability of the Association and the coverage is at least in a minimum amount of \$2,000,000.00.

i To enter any privately owned Unit where necessary in connection with construction, maintenance or repair for the benefit of the Common Area and the Association Property or the Owners in common, provided, however that entry shall only be made without the Owner's consent when such cannot be obtained and entry is necessary,

j To send to each member of the Association written notice of regular and special meetings.. Except in emergency situations, at least ten (10) days notice of any meeting shall be provided. The notice shall specify the time, date and place of the meeting and in the case of a special meeting, the nature of business to be undertaken,

k To prepare, or cause to be prepared the following financial and related information which shall be regularly prepared and distributed by the Board to all members of the Association

(1) A pro forma operating statement (budget) for the immediately ensuing fiscal year consisting of at least the following information shall be distributed not less than forty-five (45) nor more than sixty (60) days prior to the beginning of the fiscal year:

(A) Estimated revenue and expenses on an accrual basis,

(B) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to Section 8 below, which shall be printed in bold type and include all of the following:

(I) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component,

(II) As of the end of the fiscal year for which the study is prepared the current estimate of the amount of cash reserves necessary to repair, replace, restore, or cash reserves actually set aside to repair, replace, restore, or maintain major components,

(III) The percentage that the current amount of accumulated cash reserves actually set aside is equal to the current estimate of the amount of cash reserves necessary as set forth in (II) above. The summary of the Association's reserves disclosed pursuant to this section shall not be admissible in evidence to show improper financial management of an Association, provided that other relevant and competent evidence of the financial condition of the Association is not made inadmissible by this provision,

(C) A statement as to whether the Board of the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefore,

(D) A general statement setting forth the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components for which the Association is obligated to maintain,

(2) A review of the financial statement of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand Dollars (\$75,000 00) A copy of the review of the financial statement shall be distributed within one hundred twenty (120) days after the close of each fiscal year,

(3) In lieu of the distribution of the pro forma operating budget required by Section (1) above, the Board of Directors may elect to deliver a summary of the statements to all Members with a written notice that the budget is available at the business office of the Association or at another suitable location within the boundaries of the Project and that copies will be provided upon request and at the expense of the Association. If any Member requests copies of the pro forma operating budget to be mailed to the Member, the Association shall provide the copy to the Member by first-class United States mail at the expense of the Association and delivered within ten (10) days of the Board's receipt of the request if the request involves the budget for the current fiscal year, and within thirty (30) days of the receipt of the request if the Member is requesting budgets for the two (2) prior fiscal years. The written notice that is distributed to each of the Association's Members shall be at least 10-point bold type on the front page of the summary of the statements,

(4) A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments against its Members shall be annually delivered to the Members during the sixty (60) day period immediately preceding the beginning of the Association's fiscal year,

(5) The Board shall do the following not less frequently than quarterly

(A) Cause a current reconciliation of the Association's operating accounts to be made and review the same,

(B) Cause a current reconciliation of the Association's reserve accounts to be made and review the same,

(C) Review the current year's actual reserve revenues and expenses compared to the current year's budget,

(D) Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts, and,

(E) Review an income and expense statement for the Association's operating and reserve accounts

(6) Withdrawal of funds from the Association's reserve account shall require the signatures of either two (2) members of the Board,

(7) The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the components which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the money will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Project, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the reserve account, and shall, if necessary, levy a special assessment to recover the full amount of the expended funds within the time limits required by this section. This special assessment is subject to the limitation imposed by Section 3 of Article VI hereof. The board may, at its discretion, extend the date the payment on the special assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of an unpaid special assessment,

When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the members of the Association of that decision in the next available mailing to all members pursuant to Section 5016 of the Corporations Code, and of the availability of an accounting of those expenses. The Association shall make an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by members of the Association at the Association's office,

(8) At least once every three (3) years, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the Association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the Project if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain is equal to or greater than one-half (1/2) of the gross budget of the Association which excludes the Association's reserve account for that period. The Board shall review this study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review

The study required by this section shall at minimum include:

(A) Identification of the major components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years,

(B) Identification of the probable remaining useful life of the components identified in (A) above as of the date of the study,

(C) An estimate of the cost of the repair, replacement, restoration, or maintenance of each major component identified in paragraph (A) above during and at the end of its useful life,

(D) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study, and,

(E) As used in this section, "reserve accounts" means moneys that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, those major components which the Association is obligated to maintain, and "reserve account requirements" means the estimated funds which the Association's Board has determined are required to be available at a specified point in time, to repair, replace, or restore those major components which the Association is obligated to maintain.

l To establish and collect regular assessments, to defray expenses attributable to ownership, use and operation of the Common Area and the Association Property and facilities with said assessments to be levied against each Owner, including Declarant,

m To establish and collect special assessments for capital improvements or other purposes on the same basis as regular assessments,

n To file lien(s) against a Unit or Units because of non-payment of assessments duly levied and to foreclose said lien(s),

o To receive complaints regarding violations of this Declaration, the Bylaws or other instruments for the management and control of the Association, to hold hearing to determine whether or not to discipline members of the Association who violate said management documents, to suspend the use privileges and voting rights of members who violate said management documents after hearing on the alleged violation has been held pursuant to the Bylaws,

p To acquire and hold tangible and intangible personal property for the benefit of the Owners, and to dispose of the same by sale or otherwise,

q To solicit bids for contracts of repairs in accordance with the terms of this subsection. With respect to each contract made by the Board of Directors for repainting exterior surfaces of building(s) and car storage spaces, and each contract for work an/or

materials related to the maintenance, repair, rebuilding or replacement of any building, structure or other improvement situated on the Project for which the Board of Directors has an obligation to maintain and the amount to be paid by the board exceeds \$2,500.00, the Board shall secure at least three (3) bids, which meet bid specifications, from licensed contractors. If the anticipated amount of the contractor exceeds \$2,500.00, the Board shall, regardless of the nature of the work involved, secure at least three (3) bids, which meet bid specifications, from licensed contractors. 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 such contractor. In all cases where a completion bond is not required, the Board shall require labor and material releases from the contractor prior to making payment to same unless the Board deems such requirements to be impractical or unnecessary to afford protection against liens,

r To grant permits, licenses and easements over the Common Area and the Association Property for utilities, roads and other purposes necessary for proper operation of the Project

s To institute, defend, settle or intervene on behalf of the Association, subject to compliance with Section 1354 of the Civil Code, in litigation, arbitration, mediation, or administrative proceedings in matters pertaining to (1) enforcement of governing instruments, (2) damage to the Common Area and the Association Property, (3) damage to the separate interests, Units, which the Association is obligated to maintain or repair, or (4) damage to the separate interests, Units, which arises out of, or is integrally related to, damage to the Common Area and the Association Property or U nits that the Association is obligated to maintain or repair.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

1 Creation of Lien Each Owner of any Unit within the Project, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association, (a) regular monthly assessments or charges, (b) special assessments for capital improvements, and (c) emergency assessments.

Such assessments shall be fixed, established and collected from time to time, as hereinafter provided: The regular, special and emergency assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien on the Unit against which each such assessment is made. Such liens shall be created and enforced in accordance with the provisions of this Article VI, and Civil Code Section 1367.1. Each such assessment, and all other assessments levied in accordance with this Declaration, Civil Code Sections 1363(g), 1365, and 1366, 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 was made. All Units shall be assessed equally as provided herein.

2 Basic Maximum Amount of Regular Monthly Assessments

a The Owner of each Unit shall be obligated to pay to the Homeowners Association an initial monthly maintenance charge as set forth in the Final Subdivision Public Report issued by the Department of Real Estate. As and when the Association's budget shall increase or decrease, as herein provided, such assessments shall be adjusted so that the Owner of each Unit bears the same relative proportion of the total budget as the initially borne Regular assessments to defray expenses attributable to the ownership, operation and furnishing of common interests by the Association shall ordinarily be levied against each Owner according to the ratio of the number of Units owned by the Owner assessed to the total number of Units subject to assessments. An Owner shall also bear the same relative proportion of any special assessment levied pursuant to Section 3 hereof

b The Board of Directors may not, without the approval of Owners, constituting a quorum casting a majority of the votes at a meeting or election of the Association conducted in accordance with Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and section 7613 of the Corporations Code, impose a regular assessment per Unit that is more than twenty percent (20%) greater than the regular assessment for the Association's preceding fiscal year for purposes of this Section, quorum means more than fifty percent (50%) of the Owners of the Association. However, annual increases in regular assessments for any fiscal year shall not be imposed unless the Board has complied with Section 2 k (8) of Article V hereinabove with respect to that fiscal year, or has obtained the approval of the owners, constituting a quorum, provided in (b) above,

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

3 Special Assessments In the event regular monthly assessments described above are insufficient for any reason, the Board of Directors may not, without the approval of Owners as prescribed above for increases in regular assessments, levy special assessments to defray costs of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Every special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments.

4 Special Assessments for Emergencies Increases in assessments are not limited in the case of emergency situations which are any of the following (1) an extraordinary expense required by court order, (2) an extraordinary expense necessary to repair or maintain the Project, or any part of it for which the Association is responsible where a threat to safety of persons is discovered, or (3) repairs to or maintenance of the Project for which the Association is responsible that could not have been reasonably foreseen by the

Board of Directors in preparing and distributing the pro forma operating budget pursuant to Section 2 k (1) or Article V hereinabove. However, prior to imposition or collection of the emergency assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of assessment.

5 Reserves for Capital Expenditures Reserves for Capital expenditures may be established to defray the cost of construction, replacement or repair which materially adds to the value or appreciably prolongs the life of capital improvements upon or related to portions of the Project, including but not limited to capital reserves for painting, roof replacement, carpeting, patio furniture replacement and the construction, replacement or said repair of such other Project capital improvements as the Board of Directors may establish. These reserves shall be funded by capital assessments which shall be made on a monthly basis. The purpose of the reserves is to preserve and enhance the value of each member's interest in the Project.

All assessments for such capital reserves shall be received from the Members, as trustors, and held in trust in one or more separate bank trust accounts or such other trusts as may be established from time to time by the Board of Directors, and shall be used only for the construction, replacement or said repair of the capital improvements for which such reserves are established. The documents creating the trust or trusts shall name the members as beneficiaries, each owning an interest in proportion to his contribution, shall name the Association as trustee, who shall serve without compensation, and shall provide for the administration of the trust or trusts and the investment, reinvestments and disbursement of trust funds in accordance with this paragraph. The capital assessments shall not be commingled with any other assessments funds of the Association.

Upon the transfer of his ownership interest in a Unit, no Member shall be entitled to the return or refund of any portion of the capital assessment which he has paid prior to such transfer, but is to sell his interest in the trust at its face value to the purchaser, who will become a successor beneficiary.

Instead of establishing separate trust accounts for such capital reserves, the Board of Directors may, on the advice of legal counsel, elect either, (I) to treat all such reserves for capital expenditures remaining unexpended at the end of any given fiscal year as contributions to the capital of the Association in accordance with Section 118 of the Internal Revenue Code and regulations promulgated there-under, or (II) to adopt such other means of administering such reserves as may be determined on the advice of legal counsel for the Association.

6 Date of Commencement of Assessments Regular assessments shall be paid by each Owner in equal monthly installments in advance, on the first day of each month beginning on the first day of the month following conveyance of the first Unit in a Phase to an individual Owner. Special emergency assessments and assessment for capital expenditures shall be paid within thirty (30) days of receipt of a request to pay same.

The Association shall provide notice, by first-class mail, to the Owners of the Units of any increase in the regular or special assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

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 of Directors or by the manager, if any. Such account shall be clearly designated in the name of the Association. The Board of Directors or the manager, as the case may be, shall be responsible to the Owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from said account except to pay for the charges and expenses for the common benefit of all Owners.

8 Effect of Non-Payment of Assessments Every Owner, shall be deemed to covenant and agree to pay the regular and special assessments provided for herein and further agree to the enforcement of such assessments in the manner set forth in *Civil Code Sections 1365.1, 1366, 1367(b) & (c), 1367.1, 1367.4, and 1367.5, this Declaration, the Bylaws, and Rules and Procedures adopted by the Board of Directors, for collecting delinquent assessments.*

a The assessment charge which each Owner is obligated to pay shall be a debt of each Owner at the time each monthly installment becomes due and shall be in delinquency fifteen (15) days thereafter if not paid in full. If an assessment is delinquent, the association may recover all of the following (1) reasonable costs incurred in collecting the delinquent assessment, including reasonable attorney's fees, (2) a late charge not exceeding ten (10) percent of the delinquent assessment or ten dollars (\$10.00), whichever is greater, and (3) interest on all sums imposed in accordance with this section, including the delinquent assessment, reasonable costs of collection, and late charges, at an annual percentage rate not to exceed twelve (12) percent interest, commencing thirty (30) days after the assessment becomes due.

b All delinquent assessments shall be and become a lien on the Unit of the delinquent Owner upon the recordation of a Notice of Delinquent Assessment, as provided in Section 1367 of the California Civil Code. The Notice of Delinquent Assessment shall not be recorded unless and until the Board of Directors or a person designated by it shall have delivered to said delinquent Owner, not less than fifteen (15) days prior to the recordation of said Notice of Delinquent Assessment, a written Notice of Default and a demand on the defaulting Owner to cure the same within said fifteen (15) day period.

A monetary penalty imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area and the Association' Property and facilities for which the member or the member's guests or tenants (renters and/or lessees) were allegedly responsible may become a lien against the member's Unit enforceable by the sale of the Unit under Sections 2924, 2924 (b) and 2924 (c) of the Civil Code.

Order: M8WTS87GH

Address: 1500 E Ocean Blvd Unit 401

Order Date: 10-29-2021

Document not for resale

Except as indicated hereinabove, a monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the governing instruments or in bringing the member and his Unit into compliance may not be characterized nor treated as an assessment which may become a lien against the member's Unit enforceable by a sale of the interest in accordance with the provisions of Sections 2924, 2924 (b) and 2924 (c) of the Civil Code.

c If any action is filed by the Board of Directors to enforce the provisions of this Article, any judgment rendered against the delinquent Owner shall include all costs and expenses and reasonable attorneys' fees necessarily incurred in prosecuting such action.

9 Homestead Waiver Each Owner does hereby waive to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law of California in effect at the time any assessment becomes delinquent or any lien is imposed pursuant to the terms hereof.

10 Curing Delinquencies A delinquent Owner may cure a lien created by past due assessments by paying or causing to be paid all delinquent assessments set forth in the Notice of Delinquent Assessment filed and recorded in accordance with this Article, all other assessments which have become due and payable with respect to the Unit following the date of recordation of the Notice of Delinquent Assessment, all costs and reasonable attorneys' fees and all late charges and interest which have accrued thereon. Such payment will be timely only if made before the execution of a contract for the sale of the delinquent Owner's Unit or the filing of documents necessary to initiate judicial foreclosure, whichever comes first. If a cure is timely effected, the Board of Directors shall cause to be filed and recorded a further notice stating the satisfaction and release of a lien created by the Notice of Delinquent Assessment. All fees covering the cost of preparation and recordation of the Notice of Release and Satisfaction of Lien created by the Notice of Delinquent Assessment shall be executed by any officer of the Association or by any authorized representative of the Board of Directors. For the purpose of this paragraph, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the Notice of Delinquent Assessment and in efforts to collect the delinquent assessments secured by the lien created by said Notice of Delinquent Assessment and shall also include a reasonable sum for attorneys' fees actually incurred.

11 Subordination 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 in the entire Project or on any Unit therein, made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such first deed of trust or first mortgage, unless the beneficiary thereof shall expressly subordinate his interest, in writing to such lien.

12 Rights of Board of Directors, Waiver by Owners Each Owner hereby vests in and delegates to the Board of Directors or its duly authorized representatives, the right and power to bring all actions at law or lien foreclosures, whether judicially, by 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.

13 Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members thereof, their guests and invitees and, in particular, shall be used for the purpose of improving, protecting, operating and maintaining the Project and facilities, improvements, landscaping and structures located thereon and providing for the acquisition and maintenance of the Common Area and the Association Property and the Units, and otherwise providing for the ability of the Board of Directors to perform each and every one of the powers and duties of said Board of Directors.

ARTICLE VII USE RESTRICTIONS

1 Business Usage Prohibited All Units in the Project shall be used solely for single family residences. No part of the Property of condominiums therein shall ever be used or caused to be used or allowed or authorized in any way, directly, or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. However, this restriction shall not prohibit any Owner or occupant from: (a) conducting a Home Occupation type of use as permitted by local zoning ordinances, (b) maintaining a personal office including the keeping and storing of records of all types therein, (c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared to be customarily incident to the principal residential use and not in violation of any provisions of this Article VII.

2 Signs The Owner of a Unit or his agent, may display a sign of customary and reasonable dimension, advertising his Unit for sale or lease, which sign shall be of a professional type and of dignified appearance, and shall be placed in some appropriate location as determined by the Board of Directors, on the Association Property open to public view. The Owner or his agent may include advertising on the sign that indicates: (a) the property is for sale, lease or exchange, (b) the agent's or Owner's name, and (c) the address and telephone number of the agent or Owner. Such sign may also be the sign of a licensed real estate broker engaged by an Owner for the purpose of selling or leasing his/her Unit.

3 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 or Owners, their families, guests or invitees, or annoy them by unreasonable noises or otherwise, nor shall he commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all applicable ordinances and statutes and with requirements of local and/or State Boards of Health with respect to the occupancy and use of his Unit.

4 Owner Liability Each Owner shall be liable to the Board of Directors and to all other Owners for any damage to the Common Area or the Association Property or

to any equipment or improvements thereon, which may be sustained by reason of the negligence or willful misconduct of said Owner, his family members, relatives, guests, his invitees, and his renters or lessees, both minor and adult. Said Owner shall be assessed by the Board of the Directors for the cost of repair or replacement thereof, together with costs and attorneys' fees incurred in any attempt to recover costs of repair or replacement. Said assessment shall be due and payable within thirty (30) days after written notice thereof. The collection and enforcement of any such assessment and lien created thereby shall be governed by the terms and conditions of Article VI herein. 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, patio, or yard areas, and in the further event any other Owner shall be sued or a claim made against him/her for said injury or damage, the Owner(s) of the Unit(s) in which said injury or damage occurs shall fully indemnify and hold harmless any such other Owners against whom such claim shall be made, and shall further defend any such other Owners, at their own expense in the event of litigation of such claim, provided that such protection shall not extend to any other Owner whose own negligence may have caused or contributed to the cause of any such injury or damage, and provided further that such expense is not covered by the public liability insurance purchased by the Association as provided above.

5 Parking Restriction No motor vehicle shall be parked or left within the Project other than within designated parking spaces. The guest parking spaces shall be clearly identified as such by signs plainly visible from each such parking space, which signs the Association shall permanently maintain. The driveways shall be posted with "NO PARKING" signs. No trailer, boat, recreational vehicle, camper shell, truck, commercial vehicle, equipment or machinery shall be parked, left or stored within the Project. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules. All parking spaces shall be used only for parking automobiles (motor vehicles used primarily for personal transportation).

7 Pets No animals, livestock, reptiles or poultry shall be kept in any Unit except that usual and ordinary domestic dogs, cats, fish and birds (in inside bird cages) may be kept as household pets within any Unit, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. As used herein, "unreasonable quantities" shall be determined by the Board of Directors, but in no event shall such term be construed so as to permit the maintenance of more than two (2) animals per Unit. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner. Animals belonging to the Owners, occupants or their licensees, tenants (renters and/or lessees) or invitees within the Project, must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape there-from and shall be subject to approval of the Board of Directors. If any animal belonging to an Owner is found, unattended, out of its enclosure, and/or not being held on a leash by a person capable of controlling the animal, the animal may be removed by the Association, or other occupant or Owner within the Project, or a person designated by them to do so, to a pound under the jurisdiction where the Project is located and subject to laws and rules governing the same, or to a comparable animal shelter.

Furthermore, each 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 (renters and/or lessees) or guests. It shall be the absolute duty and responsibility of each Owner to clean up after his animals which have used any portion of the Project. Notwithstanding the foregoing, nothing herein contained shall be construed in such a manner as to permit the maintenance of any animal contrary to any Federal, State, or local law(s).

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

9 No Hanging Laundry No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Area and the Association Property or any balconies or porches constituting a part of any Unit.

10 No Vehicle Repair No vehicles of any kind shall be parked on the Project, or any portion thereof, for purposes of accomplishing repairs thereto or the reconstruction thereof.

11 Restrictions Applicable to Guests, Etc The use of any Unit, and/or the Common Area and the Association Property, or any portion thereof, by any guest, invitee, lessee, sub-lessee, etc, of any Owner shall be subject to all of the provisions of this Declaration, including without limitation, all of the use restrictions imposed under this Article VII, the Bylaws of the Association and the Rules and Regulations of the Association, and the Association may proceed directly against such guest, invitee, lessee, sub-lessee, etc, in the enforcement of the provisions of this Declaration, the Association Bylaws and/or the Association's Rules and Regulations.

12 Quiet Enjoyment Each Owner is entitled to the quiet enjoyment of his/her unit and Common Areas and shall be accountable to the remaining Owners, their families, visitors, guests, and invitees for the conduct and behavior of individuals residing in or visiting his/her Unit.

13 Window Covers Only curtains, drapes, blinds (including mini-blinds) and shades may be installed as window covers. No window shall be covered by paint, foil, sheets or similar items. The Board may adopt rules regulating the type, color and design of window covers.

14 Television and Radio Antenna The Project developer shall provide either for a central antenna with connections to each Unit via underground or internal wall wiring, or each Unit shall be served by a cable antenna service provided by a company licensed to provide such service within the City of Long Beach. However, subject to Civil

Code Section 1376, a video or television antenna or satellite dish which has a diameter or diagonal measurement of 36 inches or less may be installed subject to Association approval:

(a) The Association may impose reasonable restrictions on the installation and use

(b) Reasonable restrictions means those restrictions that do not significantly increase the cost of the video or television antenna system, including all related equipment, or significantly decrease its efficiency in performance.

15 Electronic Transmitting Equipment No electronic transmitting equipment other than electronic garage door opening devices, if any, other than cordless telephones and radio telephones and other than electronic transmitting equipment and devices approved by the Board shall be installed, maintained or used within the Project.

16 Screening of Equipment All electrical, mechanical, or other equipment, except video or television antenna, on any roof of any building in the Project, shall be completely screened, to the satisfaction of the local governing agency, so as not to be visible from any portion of the Project or any other point outside of the Project, with the exception of that equipment installed as part of the initial construction of the Project.

17 Maintenance of Impact Insulation Class Each Unit within the Project has been constructed in accordance with sound transmission and impact insulation class ratings required by the Uniform Building Code governing the construction of the Project as adopted by the City of Long Beach. All "hard" flooring materials, which are all flooring surfaces except carpet, shall only be permitted on 1) all floor surfaces throughout the Unit on the first residential floors of all buildings, and 2) only in the bathrooms, kitchens and entry hallways of the remaining Units located above those first floors containing residential Units Any replacement flooring with individual Units in areas other than those described above shall meet, at minimum, the then current governmental requirements pertaining to sound transmission and impact ratings. Evidence of compliance with these standards shall be provided to the Board of Directors for review and approval a minimum of thirty (30) days prior to the proposed replacement flooring installation

18 Structural Alterations No exterior structural changes shall be constructed, erected or made within the Project other than those approved by the Board in writing. The foregoing notwithstanding, nothing herein shall be construed as (1) preventing an Owner from decorating the interior of his Unit or engaging in all forms of construction and sales activities within the Project. The Board may adopt rules applicable to the provisions of this Section and their enforcement, including the assessment of charges to Owners and occupants who violate such rules. Any charges so assessed shall be Special Assessments.

19 Combining or Joining of Adjacent Units Unit Owners may be permitted to combine two adjacent Units into a single dwelling Unit subject to the consent of the Board of Directors which shall not be unreasonably withheld so long as the Unit Owner has complied with the following provisions:

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(a) Demonstration that the merger of the two units is consistent with the City's Building and Safety Code provisions in regards to interior renovation of the subject Units,

(b) The area in which the two units are to be physically joined by an internal access has been reviewed by a licensed structural engineer who has determined that such area is structurally suitable, and,

(c) If interior rooms are relocated that adequate floor covering is provided so as not to impact adjacent Units

In order to facilitate the joining of the two Units, the Unit Owner shall be granted a nonexclusive easement across, over, and through either the Common Area or Association Property as the space is described on the Condominium Plan which separates the two Units.

Although two Units may be physically joined as stated above, the two Units shall still be legally designated as two "separate" Units and, therefore, subject to all of the provisions of this Declaration in so far as percent of interest in the Common Area, voting rights and the obligation for payment of assessments. The Owner, however, may appeal to the County Assessor's office for designation as a single tax parcel subject to the Assessor's rules and regulations.

20 Rental or Lease Restrictions. A condominium owner shall have the right to lease or rent his or her condominium for periods not less than one (1) year provided that he/she shall notify the Condominium Management Company in writing of the tenant's (or resident's name), the name of all persons, including children, who will be occupying the condominium, the beginning date and duration of the lease of occupancy, and the name of owner or designated agent who can be contacted regarding the condominium. In addition, all residents shall give, and maintain current emergency notification information to the Condominium Management Company. Owners or their Designated Agent shall provide the Condominium Management Company's Office with information prior to lessees taking occupancy in the condominium.

Residents who lease their units shall provide the HOA with evidence that the renter(s) maintain insurance, such as renter's insurance, the limits of which are to be satisfactory to the HOA.

After the one year initial period, the owner may allow tenants to rent on a month-to-month basis. When that tenant vacates, the one-year minimum rental will resume.

All homeowners who are renting their units as of the effective date of this amendment will be allowed to continue their lease agreement with their current tenants.

21 Limitation on the Number of Units in the Condominium Project That may be Rented or Leased During Any Given Time Period

- a) A maximum of twenty (20%) percent of the units within the Condominium project may be leased to non-owner residents during any given time period. This

number shall be referred to as the “rental unit allocation”. A “rental unit priority list” shall be established and maintained by the Association. Said list shall be used to establish the priority of rental units to be leased. The owner of a leased unit, once vacated, shall have a two-month re-leasing period to obtain a new lessee before being placed on the Waiting List of the “Rental Unit Priority List”.

- b) An owner, after written notification by the Association that his/her unit is next in priority on the “Rental Unit Priority List” shall remain in that priority position for a period of sixty (60) days from the date of notification by the Association. If an owner fails to obtain a signed lease for his unit within the said sixty (60) day period, he/she shall lose his/her priority position and be placed at the end of the “Rental Unit Priority List”. The next owner whose name appears on said list shall be notified his unit is next in priority on the “Rental Unit Priority list”. This procedure shall be followed until the maximum rental unit allocation has been achieved. Rental Unit Priority List priority is not transferable. An owner’s position on the Priority List is not transferable.
- c) All lease agreements shall be in writing and shall be in a form and the content approved from time to time by the Board of Directors. Each Lease Agreement shall specify that it is intended to benefit the Association as a “third party beneficiary” and the Association’s Board of Directors is empowered to enforce its terms and provisions. Each such lease agreement shall specify that it is subject to the Declaration of Covenants, Conditions and Restrictions and any amendments thereto, the Association’s Articles and Bylaws and to all Association’s Rules and Regulations that may from time to time be adopted by the Board. Any failure of the lessee to comply with the terms of such documents shall be deemed a default under the lease agreement. Each owner shall provide the Association with a copy of the rental agreement and pet agreement (if applicable).
- d) The total number of individuals that may occupy a rental unit may not exceed two individuals per bedroom.
- e) The Board of Directors has sole discretion as to a remedy for a violation of the occupancy limit. In the event of an emergency, the owner may petition the Board to rent his unit for a period of not more than 12-months, without being added to the rental priority list. The Board of Directors has the right to approve or decline this petition at its sole option and only in the event of a hardship to the owner. The Board of Directors shall have authority to permit *two (2)* additional owners to lease their units in hardship circumstances even if *it* would result in excess of twenty (20%) percent of the units in the Condominium project being used as rentals. Hardship circumstances would be relocation of owners or other financial hardship caused by death, illness or job changes that prevent owners from living in their units and could result in loss of the unit.

ARTICLE VIII
REPAIRS AND MAINTANENCE

1 Inspection and Maintenance Guidelines The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area and the Association Property. Improvements and landscaping, including, but not limited to, foundations, downspouts, siding, trim, roofs, window caulking, utility equipment and sanitary sewer and storm drainage facilities maintained by the Association, streets, parking areas, recreational facilities, and the irrigation system. In the event, the Original Declarant has provided any maintenance manuals to the Association, the Association shall comply with the requirements of any such maintenance manuals. The Board periodically, and at least once every two (2) years, shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

2 Right of Entry The Association shall have the right to enter any Unit constructed thereon in connection with any maintenance, repair or construction in the exercise of the powers and duties of the Association. In addition, in the case of an emergency threatening damage to persons or property, the Association and other Owners shall have the right to enter any Unit in order to abate such condition. No person entering a Unit pursuant to this section shall be deemed guilty of a trespass thereby.

ARTICLE IX
ADDITIONAL EASEMENTS AND ENTRY OR USE RIGHTS

1 Utility and Other Common Area or Association Property Easements
The Association shall have the power to grant and convey to any person or entity easements and rights-of-way in, on, over or under the Common Area and the Association Property or within any easement for public utility purposes shown on any tract map covering the Project for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable, television, power, telephone, and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, street furniture, fire hydrants, fire lanes and any similar public or quasi-public improvements or facilities. Each Owner, in accepting a deed to a Condominium, expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easements or right-of-way. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any Owner of the portion of his Unit that is improved with a structure, or of any recreational facilities of the Project, unless approved by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of Members, and seventy-five percent (75%) of all first Mortgagees.

2 Entry or Use Rights

a The Association, or its agents, shall have the right to enter any Unit to perform its obligations under this Declaration, including obligations with respect to construction, maintenance or repair for the benefit of the Common Area and the Association Property or the Owners in common. Entry into the portion of a Unit improved with a structure shall be made only after three (3) days notice to the Owner, provided the right to enter shall be immediate in case of an emergency originating in or threatening the Common Area and the Association Property, Owners or such Unit, whether or not the Owner is present. Such entry shall be made with as little inconvenience as possible to the Owner and any damage cause thereby shall be repaired by the Association.

3 Delegation of Use to Tenants

Any Owner may delegate his rights of use and enjoyment in the Project, including any recreational facilities, to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the Bylaws and the Association Rules, subject, however, to this Declaration. However, if an Owner of a Unit has rented or leased his Condominium, the Owner, members of his family, his guests and invitees shall not be entitled to use and enjoy any recreational facilities of the Project while possession of the Owner's Unit is held by a tenant. Instead, the tenant, while in possession of such Unit shall be entitled to use and enjoy any recreational facilities of the Project and can delegate the rights of use and enjoyment in the same manner as if such tenant were an Owner during the period of possession.

Each Owner shall notify the secretary of the Association of the names of any tenants of such Owner's Unit. Each Owner or tenant also shall notify the secretary of the Association of the names of all persons to whom such Owner or tenant has delegated any rights of use and enjoyment in the development and the relationship each such person bears to the Owner or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as those rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or other monetary obligations to the Association or performance of the covenants, conditions and restrictions contained in this Declaration, or to comply with the Bylaws and Rules and Regulations of the Association. Any lease or rental agreement entered into between an Owner, a lessee or tenant of a Condominium, shall be subject to and shall incorporate by reference and shall require the covenants, conditions and restrictions contained herein, the Bylaws, and Rules and Regulations of the Association, which provision shall be for the express benefit of the Association and each Owner. The Association and each Owner shall have a right of action directly against any lessee or tenant of an Owner, as well as against the Owner, for non-performance of any of the provisions of this Declaration, the Bylaws, and Rules and Regulations of the Association, to the same extent that such right of action exists against such Owner.

ARTICLE X
GENERAL PROVISIONS

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 and the Association Property or by abandonment of his Unit.

2 No Racial or Religious Restrictions No Owner shall execute or file of record any instrument which imposes a restriction of the sale, lease or occupancy of his Unit on the basis of race, color, creed, sex or religion.

3 Books and Records of the Association Owners have the right to inspect essentially all of the Association's documents. Documents that the Association must make available to owners include financial statements, balance sheets, income and expense statements, budget comparisons, general ledges, contracts, written board approvals of vendor/contractor proposals and invoices, tax returns, agendas and meeting minutes of any board, members, or committee meetings, check registers, invoices, receipts, cancelled checks, purchase orders, credit card statements, and reimbursement requests. Members may also request membership lists, as long as certain procedures are followed.

Owners can "opt out" of sharing their names with fellow members if they notify the Association in writing that they prefer to be contacted via the alternate process described in Section 8330© of the Corporations Code. [See Civil Code Section 1365.2 for more detail.]

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.

6 Enforcement of Declaration and Bylaws

a The Board of Directors on behalf of the Owners, and any aggrieved Unit Owner, shall be entitled to bring legal action for damages against any Unit Owner who shall become delinquent in the performance of any of the provisions these covenants, conditions and restrictions, the Bylaws and Rules and Regulations adopted by the Board of Directors for the protection of the Project, including, but not limited to, the covenant to pay assessment charges. Further, 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 any Owner, member of the Board of Directors or the Board of Directors shall deem it necessary to initiate any legal or equitable action for the protection of the Project against any Owner, then said persons shall be entitled to reasonable attorneys' fees and costs of said action from said Owner for expenses incurred in bringing or initiating the action. Any judgment rendered against any

such defaulting Owner shall include costs of said action, together with reasonable attorneys' fees in an amount to be fixed by the Court. Unit Owners shall also have similar rights of action against the Association.

Notwithstanding the foregoing, there shall be no purported power in the Association to cause a forfeiture or abridgment of an Owner's rights to the full use and enjoyment of his individually owned Unit because of a failure by an Owner to comply with the provisions of this Declaration, Bylaws or duly enacted Rules of operation for the Common Area and the Association Property and facilities, except where the forfeiture or abridgment is the result of the judgment of a court or a decision arising out of arbitration or because of a foreclosure sale for failure of the Owner to pay assessments levied by the Association.

b The Board of Directors may impose monetary penalties, and/or temporary suspensions of an Owner's rights as a member of the Association and/or other appropriate discipline for failure to comply with the governing instruments provided that the following minimum requirements are observed in compliance with Section 7341 of the Corporation Code

(1) Written notice shall be given to the member at least fifteen (15) days prior to the date of expulsion, suspension, or termination,

(2) The notice shall set forth the reasons for expulsion, suspension, or termination,

(3) The notice shall provide for a hearing to be held orally, or a written response to be heard, not less than five (5) days before the effective date of the expulsion, suspension or termination by the Board of Directors,

(4) Written notice may be given by any method reasonably calculated to provide actual notice, however, any notice given by mail must be by first class, certified or registered, sent to the last address of the number shown on the Association records.

5 Alternative Dispute Resolution. Pursuant to California Civil Code Sections 1363.810 to 1363.850, and Sections 1369.510 to 1369.590, any controversy or claim that arises between or among the Association and Owner or Owners shall be governed by the requirements imposed by law, and the governing documents of the Association. Specifically, any controversy or claim as referenced above must be mediated prior to the filing of legal action in the Superior Court. If either party resorts to court action based on a controversy or claim envisioned by this Article without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that party in any such proceeding. If the controversy or claim is successfully settled at a mediation, either party may seek a court judgment reflecting the settlement. The venue for any such action (litigation after failed mediation or proceeding to obtain court judgment reflecting mediated settlement) shall be the Los Angeles County Superior Court.

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.

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

9 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.

10 Successor and Assigns This Declaration shall be binding on and shall inure to the benefit of the heirs, personal representatives, grantees, lessees and assignees of the Owners.

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

12 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.

13 Delivery of Notice 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 and in the Bylaws or the Rules and Regulations adopted by the Board of Directors to the contrary as to the type of notice being given, forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

a If to the address of any Unit on the Project owned by him/her in whole or in part, or to the address last furnished by such Owner(s) to the Board of Directors

Each Owner shall file in writing with the Board of Directors promptly upon his becoming an Owner, his/her address for the purpose of giving notice and delivery of documents, and shall promptly notify the Board of Directors, in writing, of any subsequent change of address.

c Notice to the Board of Directors shall be addressed to the Secretary of the Association or the management company. The Board of Directors shall cause the address of the management company to be posted at all times in a conspicuous place. Further, from and after the organizational meeting, notice of the address of the management company shall be given to each Owner within a reasonable time after the Board of Directors has received actual notice of such purchase of a Condominium.

14 Notification of Sale of Condominium Concurrently with the consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferor shall notify the Board of Directors in writing of such sale. Such notification shall set forth: (a) the name of the transferor and his transferee, (b) the street address or Unit number of the Condominium purchased by the transferee, (c) the transferee's mailing address, and (d) the date of sale.

15 Provision of Documents to Prospective Purchaser

a The Owner of Unit shall, as soon as practicable before transfer of title to the Unit or execution of a real property sales contract therefore, as defined in Civil Code Section 2985, provide the following to the prospective purchaser:

(1) A copy of the governing documents for the Project,

(2) A copy of the most recent financial statement distributed pursuant to the Section 2 k of Article V hereinabove,

(3) A true statement in writing from an authorized representative of the Association as to the amount of the Association's current regular and special assessments and fees, as well as any assessments levied upon the Owner's Unit which are unpaid on the date of the statement. The statement shall also include true information on late charges, interest, and costs of collection which, as of the date of the statement, are or may be made a lien upon the Owner's Unit pursuant to Section 8 of Article VI hereinabove,

(4) Any change in the Association's current regular and special assessments and fees which have been approved by the Association's Board, but have not become due and payable as of the date disclosure is provided pursuant to this section,

b Upon written request, the Association shall, within ten (10) days of the mailing or delivery of the request, provide the Owner of a Unit with a copy of the items requested above. The Association may charge a fee for this service, which shall not exceed the Association's reasonable cost to prepare and reproduce the requested items,

c The Association shall not impose or collect any assessment, penalty, or fee in connection with a transfer of title or any other interest except the Association's actual costs to change its records and that authorized by Section b above,

d Any person or entity who willfully violates this section shall be liable to the purchaser of a Unit which is subject to this section for actual damages occasioned thereby and in addition, shall pay a civil penalty in an amount not to exceed Five Hundred Dollars (\$500.00). In an action to enforce this liability, the prevailing party shall be awarded reasonable attorney's fees,

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e Nothing in this section affects the validity of title to real property transferred in violation of this section.

ARTICLE XI
UTILITIES

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, shall be governed by the following:

a Wherever sanitary sewer house connections and lines or electricity, gas, telephone, air conditioning lines or television cables are installed within the Project, which connections or any portions thereof lie in or on portions of the Project owned by others than the Owner of a Unit served by said connections, the Owners of any Unit served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter on such portion of the Project or to have the utility companies enter thereon to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below:

b Whenever sanitary sewer house connections and line, facilities and/or water house connections and lines, or electricity, gas, telephone, air conditioning lines or televisions cables are installed within the Project, which connections serve more than one Unit, the Owners of each Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as serve his Unit

c In the event any portion of said connection, facility or line is damaged or destroyed through the negligent act or acts or failure to act, or willful misconduct of one Owner, or any of his agents, invitees, tenants, servants, guests or member of his family, so as to deprive other Owners of the full use and enjoyment of said connection, facility or line, then same shall be repaired and restored by the Association but as the expense of the Owner who commits or whose guests, agents or family members commit such act or acts

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

e In the event of a dispute between Owners with regard to the repair or rebuilding of said connection, facility 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 of Directors for a final and binding determination.

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ARTICLE XII
DESTRUCTION OF IMPROVEMENTS AND CONDEMNATION

1 Reconstruction with Election of Owners In the event of partial or total destruction of any of the improvements on the Project including structures containing individual Units, a special meeting shall be called for the purpose of having the Association members vote on whether or not to repair the damage. Said meeting shall be called within forty-five (45) days of said destruction. If reconstruction is to take place, as approved by the Owners of a majority of the Units, the Board of Directors shall be required to execute, acknowledge, file and record not later than one hundred twenty (120) days from the date of said destruction, a certificate declaring the intention of the Owner to rebuild.

2 Reconstruction Assessments If a majority of the Owners determine to rebuild, each Owner shall be obligated to contribute such funds as shall be necessary to pay his proportionate share of the reconstruction costs over and above the insurance proceeds and the proportionate share of each Owner shall be levied upon the basis of the ratio of the square footage of floor area of the Unit to be assessed to the total square footage of floor area of all Units to be assessed. In the event of failure or refusal by any Owner to pay his proportionate share after notice to him, should failure or refusal continue for a period of sixty (60) days, the Board of Directors may levy a special assessment against such Owner which may be enforced under the lien provisions contained in this Declaration.

3 Obligation of the Board of Directors If the Owners of a majority of the Units determine to rebuild, the Board of Directors shall obtain bids from at least two (2) reputable contractors and shall award construction work as they shall determine. The Board of Directors shall have authority to enter into a written contract with said contractor for such reconstruction work and the insurance proceeds held by the Board of Directors shall be disbursed to said contractor according to the terms of the contract. It shall be the obligation of the Board of Directors to take all steps necessary to insure the commencement and completion of such reconstruction at the earliest possible time.

4 Determination Not to rebuild If the Owners of a majority of the Units elect not to rebuild:

a Subject to the rights of mortgagees as outlined in Article XVI, any distributed proceeds available shall be distributed amongst the Owners and their respective lenders by the Board of Directors according to each Owner's interest in the Project according to the respective fair market values of the Units at the time of the destruction as determined by an independent appraiser who shall be chosen by the Board of Directors. In the event that a majority of the Owners determine, in addition to the receipt of any available insurance proceeds to sell any or all of the Project's property which is not destroyed and is marketable, the Board of Directors shall do so only after obtaining a market appraisal based on the highest and best use or value of the property to be sold and setting the asking price in accordance therewith. Proceeds from the sale of any such property shall be distributed to

each of the Owners in accordance with each Owner's fractional interest in the Project as defined in the Condominium Plan recorded concurrently herewith. If the Owners of a majority of the Units elect to rebuild, the Board of Directors shall file and record a certificate as provided in Section 1 hereinabove.

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

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

6 Condemnation In the event an action for condemnation is proposed or commenced by any governmental body having the right of eminent domain, the following provisions shall apply if such action or proposed action is for the condemnation of the entire Project, or a portion thereof, upon unanimous consent of all Owners the Project may be sold to such government body prior to judgment and the proceeds of such sale shall be distributed to the Owners and their respective mortgagees according to the relative values of the Condominium Units affected by the condemnation as determined by an independent appraiser who shall be chosen by the Board of Directors. A condemnation award affecting all or a part of the Common Area and the Association Property 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 independent appraisal of the market value based on the highest and best use or value of the property.

ARTICLE XIII SUSPENSION OF THE RIGHT TO PARTITION

1 Except as provided in this Article, the Common Area in this Project shall remain undivided, and there shall be no judicial partition thereof. Nothing in this Article shall be deemed to prohibit partition of a co-tenancy in a Unit.

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2 The Owner of a separate Unit may maintain a partition action as to the entire Project as if the Owners of all of the separate Units in the Project were tenants in common in the entire Project in the proportion as their interests in the Common Areas. The court shall order partition under this Section only by sale of the entire Project and only upon a showing of one of the following:

a More an three (3) years before the filing of the action, the Project was damaged or destroyed, so that a material part was rendered unfit for its prior use, and the Project has not been rebuilt or repaired substantially to its state prior to the damage or destruction,

b Three fourths (3/4th) or more of the Project is destroyed or substantially damaged and Owners of separate Units holding in the aggregate more than a fifty percent (50%) interest in the Common Areas oppose repair or restoration of the Project,

c The Project has been in existence more than fifty (50) years, is obsolete and uneconomic, and Owners of separate Units holding in the aggregate more than a fifty percent (50%) interest in the Common Area oppose repair or restoration of the Project, or

d The conditions for such a sale, as set forth in Article X hereinabove, have been met.

ARTICLE XIV
PROHIBITION AGAINST SEVERABILITY
OF COMPONENT INTEREST IN UNITS

1 Prohibition of Severance No Owner shall be entitled to sever either his Unit or any appurtenant easements thereto from his undivided interest in the Common Area for any purpose. Neither of said component interests may be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void and of no effect.

2 Conveyance of Entire Condominium Subsequent to the initial sales of the Units, any conveyance of a Unit, or component interest in the Common Area by the Owner of any Unit, shall be presumed to convey the entire Condominium, provided that nothing herein contained shall be construed to preclude the Owner of any Unit from creating a co-tenancy in the ownership of said Condominium with any other person(s).

TERM OF DECLARATION COMPLIANCE WITH RULE
AGAINST PERPETUITIES AND RESTRAINT OF ALIENATION

The covenants contained herein shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2050, after which time, the covenants shall be automatically extended for successive periods of twenty-one (21) years unless an instrument, executed by the Owners of not less than a majority of the Condominiums, shall be recorded, canceling or terminating this Declaration.

ARTICLE XVI
PROTECTION OF LENDERS

1 Written Notification to First Mortgagees A first mortgagee, upon request, is entitled to written notice from the Board of Directors of any default in the performance by an individual unit mortgagor of any obligation under this Declaration, the Bylaws and Articles of Incorporation, if any, which is not cured within sixty (60) days, and an opportunity to cure the default within the 60-day period following such notice. It shall be the responsibility of each Owner of a Unit to notify the Association within thirty (30) days of the close of his escrow to purchase his Unit of the name and address of the holder of his first mortgage on his particular Unit. In addition, timely written notice and a 60-day opportunity to cure shall be given to the holder of the first mortgage of

a Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage,

b Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage,

c A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association,

d Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

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

3 Subordination of Assessment Lien to Mortgages Any holder of a first mortgage or any third party purchaser who comes into possession of the Condominium pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall take the property free of any claim for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such person comes into possession of the Unit, except 1) when title is received via a Deed in Lieu of Foreclosure, and 2) for claims for a pro-rata share of

such assessments or charges resulting from a pro-rata reallocation thereof to all Units in the Project including the mortgaged Unit. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or trustee's sale. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

4 Leasing No Unit Owner may lease a Unit for transient or hotel purposes. Any lease agreement between a Unit 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 Association's Bylaws and that any failure by a lessee to comply with the terms of such document shall be a default under the lease. No Unit Owner may lease less than his or her entire Unit and all such lease shall be in writing.

5 Prior Approval of First Mortgage Holders This Association shall give written notice to each institutional holder of a first mortgage lien on Units in the Project of any material amendment to this Declaration and/or the Association's Bylaws, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Project. Unless seventy-five percent (75%) of the holders of the first mortgages on Units in the Project have given their written approval, neither the Association nor the Owners shall

a By act or omission seek to abandon or terminate the Condominium regime,

b Change the pro-rata interest or obligation of any Unit for purposes of levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards, and for determining the pro-rate share of the ownership of each Unit in the Common Area,

c Change, waive or abandon, by act or omission, any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of any Units, exterior maintenance of Units, maintenance of driveways or upkeep of landscaping in the Project,

d Partition or subdivide any Condominium

e Subject to the provisions of California Corporations Code Section 8724, attempt to abandon, partition, subdivide, encumber, release, hypothecate, sell or transfer, by act or omission, the Common Area, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and the Association Property by the Project shall not be deemed a transfer within the meaning of this subsection,

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f Fail to maintain fire and extended coverage on insurable Project common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs), or

g Use hazard insurance proceeds for losses to any Project common property for other than repair, replacement or reconstruction of such improvements.

6 Examination Books and Records The holders of the first mortgages shall have the right to examine the books and records of the Association and shall have the right to request an audited statement of the Association's preceding fiscal year prepared at the expense of the Association.

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 Units and not to the Project as a whole. First mortgagees of Units may jointly and singly pay taxes or other charges which are delinquent 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 mortgages making such payments shall be owed immediate reimbursement therefore from the Association.

8 Reserves for Replacement An adequate reserve fund for replacement of the Common Area and the Association Property facilities must be established by the Association Property funded by regular monthly assessments, and not by special assessments.

9 No Priority Over Rights of First Mortgagees No provision herein shall give a Unit Owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Area and the Association Property. Such first mortgagees shall be entitled to timely written notice of such damage or destruction, if such loss or taking exceeds \$10,000 00 for the Project as a whole or damage to any single unit exceeds \$1,000 00. Additionally, if any unit or portion thereof, or the Common Area and the Association Property and facilities, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, no provision herein shall entitle the Owner of a Unit or any other party to priority over a first mortgage of a Unit with respect to any distribution to such Unit 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.

10 Further Notice to Lenders

a Upon request, the Association shall give written notice to any first mortgagee to all meetings of the Association. Each such first lien holder shall have the right to be represented at such meeting, but shall have no voting rights unless it has succeeded to title to one or more of the Units by foreclosure or otherwise.

b Upon request, 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.

11 Professional Management of Project Any agreement for professional management of the Project shall provide that management contracts may be terminated, with or without cause, upon the thirty (30) days, or less, written notice and must not require the payment of any penalty. The term of any such contract shall not exceed one (1) year.

12 Conflict If there is any conflict between any provisions of this Article XVI and any other provisions in this Declaration or Association Bylaws, the language contained in this Article XVI shall control.

13 Amending Article Notwithstanding the foregoing, any amendment to this Article shall require the consent of at least seventy-five percent (75%) of the holders of the first mortgages which may then be of record as valid encumbrances against the Project or any portions thereof.

ARTICLE XVII
BREACH

1 Right of Entry Violation of any of the covenants, conditions, restrictions, limitations, easements, rights, rights of way, reservations, liens, charges and equitable servitudes contained herein, shall give to the Association, the right to enter the property upon or as to which such violation exists and go 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 notice to said Owner as provided in Article VIII, Section 5 (b) and with as little inconvenience to said Owner as possible. Any damage caused by such entry shall be repaired by the Association.

2 Nuisance The result of every act or omission whereby any covenant, condition, restriction, limitation, easement, right, right of way, reservation, lien, charge and equitable servitude herein contained is violated, in whole or in part, is hereby declared to be a nuisance, and every remedy allowed at law or in equity against every such result and may be exercised by the Association. Such remedy shall be deemed cumulative and not exclusive.

3 Right of Lien Holder A breach of any of the covenants, conditions, restrictions, limitations, easements, rights, rights of way, reservations, liens, charges and equitable servitudes herein contained shall not affect or impair the lien or charge of any bona fide first mortgage or first deed of trust made in good faith and for value on any of the Units, provided that any subsequent Owner of the Units shall be bound by this Declaration and the Association Bylaws whether such Owner's title was acquired by foreclosure, trustee's sale or otherwise.

4 Enforcement In the event of a breach of any of the provisions of this Declaration or the Association Bylaws which is continued for thirty (30) consecutive days, the Board of Directors 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 XVIII AMENDMENTS

1 Written Approval Subject to the other provisions of this Declaration, including, without limitation, the rights of Mortgagees pursuant to Article XVI hereof, this Declaration may be amended as follows:

a Any amendment to this Declaration shall require the affirmative written assent or vote of not less than sixty-seven percent (67%) of the total voting power of the Association

b Notwithstanding the foregoing, any provision of this Declaration which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written assent of not less than the same percentage of the voting power of the Association

2 Amendments of a Material Nature Amendments of a material nature to this Declaration shall require the written approval of Owners of Condominiums as stated hereinabove as well as the approval of holders of first mortgages representing at least fifty-one percent (51%) of the Units subject to mortgages. A change of any of any of the following shall be considered material:

a Voting rights,

b Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens,

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- c Reductions in reserves for maintenance, repair, and replacement of Common Area and the Association Property improvements,
- d Responsibility for maintenance and repairs,
- e Reallocation of interests in the general or limited Common Area, or right to their use,
- f Redefinition of any Unit Boundaries,
- g Convertibility of Units into Common Areas or vice versa,
- h Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project,
- i Hazard or fidelity insurance requirements,
- j Imposition of any restrictions on the leasing of Units,
- k Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit,
- l A decision by the Association of a Project that consists of fifty (50) or more Units to establish self management when professional management has been required previously by an eligible mortgage holder,
- m Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents,
- n Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs, or,
- o Any provisions that expressly benefit mortgage holders, insurers or guarantors.

When Unit Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation of the Project, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units must agree.

If an addition or amendment is not considered as a material change- such as the correction of a technical error or the clarification of a statement- this Declaration shall provide for implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

3 Amending Declaration Any amendment to this Declaration shall not be effective for any purpose unless and until recorded in the office of the County Recorder but, shall thereafter give rise to a conclusive presumption of validity as to anyone relying thereon in good faith.

ARTICLE XIX
RIGHT OF PUBLIC ENTRY TO COMMON AREA

The City of Long Beach, the County of Los Angeles, the State of California, and the Government of the United States, and any department, bureau, or agency thereof, shall have the right to immediate access to all portions of the Common Area and the Association Property not assigned for the exclusive use of the Owner of a particular Unit at all times, for the purpose of preserving the public health, safety and welfare, except in those instances where the Common Area and the Association Property is accessible only through a private Unit. Notice of such right of governmental agency shall be prominently displayed in the Common Area and the Association Property.

ARTICLE XX
ANNEXATION OF ADDITIONAL PHASES

1 Right to Annex

a No property other than the Annexation Property shall be so annexed to the Project unless at least 66-2/3rd% of the total votes residing in the Association shall have first been cast in favor of such annexation by ballot or written assent and the Annexation Property shall be annexed unless at least said 66-2/3rd% of the total votes residing in the Association other than Declarant shall have first been cast in favor of such annexation by ballot or written assent, if the proposed annexation is not in substantial conformance with a detailed plan of phased development submitted to the California Department of Real Estate with the application for a Public Report for the first phase. Said Plan shall include but not be limited to the following:

(1) Proof, satisfactory to the Commissioner of the Department of Real Estate that no proposed annexation will result in an overburdening of the common facilities,

(2) Proof to the Commissioner that no proposed annexation will cause a substantial increase in assessments against existing Owners which was not disclosed in the Subdivision

(3) Identification of the land proposed to be annexed and the total number of residential Units then contemplated by the Declarant for the overall subdivision development,

(4) Provisions requiring that the Annexation of a new phase be effected prior to the third anniversary of the issuance of the original Public Report for the immediately preceding phase,

(5) A written commitment by the Declarant to pay to the Association, concurrently with the closing of escrow for the first sale of a Unit in an annexed Phase, appropriate amounts for reserves for replacement.

2 Annexation Period

a Annexation shall be accomplished, if at all, by the filing for record in the Official Records of the County of one of more (1) Condominium Plans, and (2) Declaration of Annexation with respect to the Annexation Property, any portion thereof or such other property.

3 Interest in Common Area Upon annexation there shall be no modification of the interests of the Owners in the Common Areas as it existed prior to such annexation. Owners of Units within the Phase to be annexed shall be entitled to receive for each Unit so owned an interest as a tenant-in-common in the Common Area within such phase which is equal to the fraction whose numerator is one (1) and whose denominator is the number of Units within such Phase.

ARTICLE XXI
REDESIGN OF PROJECT

1 Right of Original Declarant to Redesign Project Subject to the restrictions and limitations set forth in this Article XXI, the original Declarant reserved the right, in its sole discretion, from time to time, within a period of ten (10) years from the date of the recording of the original Declaration, or at any time or at different times within such ten (10) year period, to redesign the project or any portion or aspect thereof, including, but not limited to, any building or Unit constructed or proposed to be constructed, and, in connection with such redesign, to effect the following changes in the Project (a) alter the vertical or horizontal boundaries, or both, of any Unit, (b) alter the size, shape, configuration, floor plan and/or location of any Unit, (c) adjust the configuration of the Association Property and Common Area boundary lines, and (d) effect deviations from the Condominium Plan which result during the actual construction of the Units.

2 General Restriction on Redesign The rights of the Original Declarant set forth in Section 1 above shall and are hereby made subject to the following additional restrictions and limitations:

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a The redesign of any portion of the Project shall in no event physically modify, affect or change any Units which as of the date of such redesign, are the subject of any agreement of sale, unless the purchaser or Owner of such Unit shall consent to such redesign in writing, and,

b No redesigned Unit shall contain less than eighty percent (80%) of the floor space of the smallest Unit in the first Phase of the Project.

3 Amendment of the Condominium Plan In the event a redesign of all or any portion of the Project made in accordance with the provisions of this Article affects any Units in the Project so as to necessitate the preparation of any amendment to a Condominium Plan, Declarant shall prepare, execute, acknowledge, file for approval and record an amendment to such Condominium Plan. The adjustment of any Mortgage in accordance with the provision of this Section shall not affect the priority of any such Mortgage with respect to any other matters affecting title to the Condominium Unit which is the subject thereof

4 Declaration of Redesign In the event that a redesign of all of any portion of the Project in accordance with the provisions of this Article alters the size of Units contained or to be contained in the Project, Declarant shall prepare, execute, acknowledge and record a Declaration of Redesign. Each Declaration of Redesign shall state that it has been prepared pursuant and in accordance with the provisions of this Article.

5 Effect on Assessment Liens The recording of a Declaration of Redesign in accordance with the provisions of this Section 4 above shall not alter or affect the amounts of any assessments which were due from any Owner prior to such recording or nay liens with respect thereto, provided, however, that all liens previously created under this Declaration shall, upon the recording of an amendment to the Condominium Plan, be re-conveyed and released with respect to each Condominium Unit, other than the Condominium Unit which was original the subject of such lien, depicted on such amendment to the Condominium Plan.

ARTICLE XXII PROTECTION OF THE PROJECT FROM LIENS

1 Association to Defend Certain Actions In the event a lawsuit is brought against all or substantially all of the members within the Project which will or could result in any lien or encumbrance being levied against the Project, the Association shall defend such lawsuit and the costs of such defense may be a Special Assessment against all of the Members in the Project, provided, however, in the event of an insurance carrier is obligated to provide such defense under a policy of insurance carried by the Association, the Association shall be relieved of the obligation to provide such defense. Nothing contained herein shall in any way limit the rights of any Member or Members to retain counsel of their choice to represent them in such lawsuit at their own expense In the event a Member

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chooses to retain counsel, he shall not be relieved of liability for any Special Assessment imposed pursuant to this Article.

2 Payment of Lien In the event a lien or encumbrance not covered by Section 1369 of the California Civil Code or any similar statute then in effect attaches to all or substantially all of the Project by reason of a judgment of otherwise, the Association shall promptly take the appropriate steps to remove such lien, including but not limited to the payment of money and the posting of a bond. The Association shall have the power to borrow money and to take such other steps as are necessary to free the Project from such liens.

3 Owners to be Specially Assessed Simultaneously with any action taken pursuant to Section 2 above, the Association shall levy a Special Assessment against all of the Members whose Condominium Units were subject to the lien or encumbrance which cause the Association to act pursuant to said Section equal to each such Member's pro rata share of such lien or encumbrance as determined by the Board. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection, thereof, including those set forth in Article VI, Section 8 hereof.

4 Reimbursement by Certain Owners In the event it shall be proven in a court of law of competent jurisdiction over the claim or claims causing the Association to take action under this Article that a judgment resulting in alien on all or a portion of a Project was primarily due to the acts or omissions of a particular Member or Members or the families or invitees thereof, such Member or Members shall reimburse the Association for all expenses incurred by it pursuant to the provisions of this Article. Upon such reimbursement, the Association shall distribute the funds received to the member against whom Special Assessments were levied pursuant to the provisions of this Article. In the event such member or Members fail to make such reimbursement, the Association shall levy a Penalty Assessment against such Member or Members equal to such Member's pro rata share of such expenses as determined by the Board.

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Lot 1 of Tract No 52245, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 1242, Pages 32 and 33, inclusive of Maps, in the office of the County Recorder of said County, shown and defined as Module I and Module II on that certain Condominium Plan recorded concurrently herewith

EXHIBIT "B"

ANNEXATION PROPERTY

Lot 1 of Tract No 52245, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 1242, Pages 32 and 33, inclusive, of Maps, in the office of the County Recorder of said County

EXCEPT THEREFROM Module I and Module II of the above described property as shown and described on the Condominium Plan for Module I and Module II recorded concurrently herewith

ADDITIONAL ANNEXATION PROPERTY

The northerly 260 feet of Lots 1 through 4, inclusive, Block 10, Alamitos Beach Townsite, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 59, Pages 11 and 12 of Miscellaneous Records in the office of the County Recorder of said County


EXCEPT any portion of said land which at any time was tideland which was not formed by the alluvion from natural causes and by imperceptible degrees

Said property is also shown on the County Assessor's Records as 7265-008-006, 007 and 008

Said above described property may only be annexed to the Project upon receipt of the approval from the City of Long Beach pursuant to the City's Municipal Code requirements and by the Department of Real Estate consistent with the provisions contained in Article XX hereto that said Additional Annexation Property will not be a burden upon the then existing Association

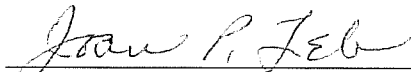
IN WITNESS WHEREOF, Declarant has executed this Declaration on this day and year first above written.

1500 Ocean Homeowners Association



Charla Shelton, President

1500 Ocean Homeowners Association



Joan Leb, Secretary

State of California

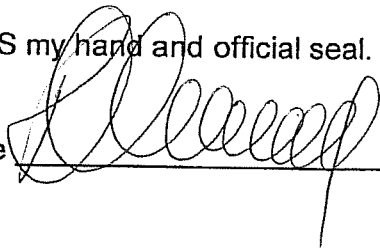
County of Los Angeles

On August 12, 2009 before me, Katie C Day, A Notary Public
(Insert Name of Notary Public and Title)
personally appeared Joan P Lebo & Charla Shelton
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)



99 2140151

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
NOV 17 1999 AT 8 A.M.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER S USE

TITLE(S)

FEE CODE	N/A	N/A	0	20	9_	19	04	19
REC FEE	NO PAGES	NO TITLES	PCOR	D A FEE	SURVEY MON	NOTIF	INVOL LIEN	NON CONF

19

EXAMINER S INT

Assessor s Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown



Revision Number

96-181

99 2140151

INVESTORS TITLE COMPANY
819040-02
RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO

DENN ENGINEERS
3914 DEL AMO BLVD , #921
TORRANCE, CA 90503

DA FEE Code 20 \$ 2.00

(space reserved for recorder's office)

SHEET 1 OF 18 SHEETS

FEE \$ 58⁰⁰/₁₀₀

18

CONDOMINIUM PLAN

CREATING PURSUANT TO GOVERNMENT CODE SECTION 66427
LOT 1 OF TRACT No 52245

THE FINAL MAP OF SAID TRACT No 52245 WAS RECORDED IN BOOK 1242
PAGES 32 AND 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER
OF LOS ANGELES COUNTY, STATE OF CALIFORNIA

AND

SHOWING AND DEFINING ASSOCIATION PROPERTY,
COMMON AREA AND UNITS OF MODULE 1

CERTIFICATE

(CALIFORNIA CIVIL CODE SECTION 1351(e))

WE, THE UNDERSIGNED, BEING ALL PARTIES REQUIRED BY CALIFORNIA CIVIL CODE SECTION 1351(e) TO EXECUTE THE CERTIFICATE, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE WITHIN CONDOMINIUM PLAN PURSUANT TO SAID SECTION 1351(e)

DATED 8/25/99

1500 OCEAN AVENUE, LLC OWNER

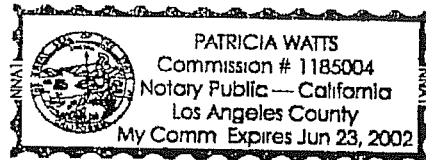
Wayne G Anastasi
WAYNE G ANASTASI

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

ON August 24, 1999 BEFORE ME, PATRICIA WATTS A NOTARY PUBLIC, PERSONALLY APPEARED WAYNE G ANASTASI, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Patricia Watts

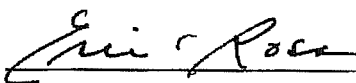



99 2140151

SECURITY INTEREST HOLDERS

CHINA TRUST BANK (USA)

RECORD HOLDER OF BENEFICIAL INTEREST UNDER DEED OF TRUST RECORDED
FEBRUARY 2, 1998 AS INSTRUMENT No 98-170908, OFFICIAL RECORDS


Eric C Rosa / Senior Vice President


Jesse Kung / Executive Vice President

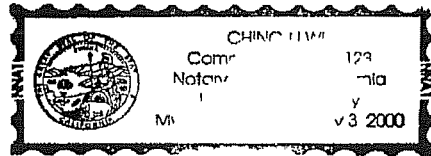
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

ON SEPTEMBER 01, 1999 BEFORE ME, CHING-LI WU,
A NOTARY PUBLIC, PERSONALLY APPEARED

~~*** ERIC C ROSA & JESSE KUNG *****~~
~~PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY~~
~~EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE~~
~~WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE~~
~~SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY~~
~~HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE~~
~~ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE~~
~~INSTRUMENT~~

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE 



SECURITY INTEREST HOLDERS

GRAND PACIFIC FINANCING CORP

RECORD HOLDER OF BENEFICIAL INTEREST UNDER DEED OF TRUST RECORDED
FEBRUARY 2, 1998 AS INSTRUMENT No 98-170911, OFFICIAL RECORDS

Theodore Chen

Deputy President

Wen Lee

Senior Vice President

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

ON August 27, 1999 BEFORE ME, Keith Lam,
A NOTARY PUBLIC, PERSONALLY APPEARED
Theodore Chen and Wen Lee

~~PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY
HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE
INSTRUMENT~~

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE

Keith Lam



DEFINITIONS

- 1 ANNEXATION PROPERTY
"ANNEXATION PROPERTY" MEANS MODULE 2 AS SHOWN ON THIS PLAN AND THE DECLARATION
- 2 ASSOCIATION PROPERTY
"ASSOCIATION PROPERTY" MEANS PROPERTY CONVEYED BY THE OWNER TO THE ASSOCIATION MORE PARTICULARLY IDENTIFIED AS MODULES 1 AND 2 OF LOT 1 OF TRACT No 52245, EXCEPTING THEREFROM THE COMMON AREA AND THE UNITS
- 3 COMMON AREA
"COMMON AREA" MEANS THAT PORTION OF MODULE 1 COMPRISED OF A THREE-DIMENSIONAL AIRSPACE VOLUME, THE LOWER BOUNDARY OF WHICH IS A HORIZONTAL PLANE AT AN ELEVATION SIXTY (60) FEET ABOVE THE REFERENCED BENCH MARK ON SHEET 7, THE UPPER BOUNDARY OF WHICH EXTENDS TEN (10) FEET UPWARDS, AND THE LATERAL BOUNDARIES OF WHICH ARE THE PROLONGATIONS OF THE LATERAL BOUNDARIES OF MODULE 1
- 4 CONDOMINIUM
A "CONDOMINIUM" MEANS AN ESTATE IN REAL PROPERTY AS DEFINED IN CALIFORNIA CIVIL CODE, SECTION 783 AND 1351(f), CONSISTING OF AN EQUAL UNDIVIDED FEE INTEREST AS A TENANT-IN-COMMON IN ALL OR A PORTION OF THE COMMON AREA AND SEPARATE FEE INTEREST IN A UNIT
- 5, DECLARATION
"DECLARATION" MEANS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND ANY RECORDED AMENDMENTS AND SUPPLEMENTS THERETO
- 6 MODULE
"MODULE" IS COMPRISED OF A THREE-DIMENSIONAL AIRSPACE VOLUME COMPRISING 45 UNITS, COMMON AREA AND ASSOCIATION AREA, THE UPPER BOUNDARY OF WHICH EXTENDS INDEFINITELY UPWARDS, THE LOWER BOUNDARY OF WHICH IS AT THE CENTER OF THE EARTH, AND THE LATERAL BOUNDARIES OF WHICH ARE SHOWN ON THIS PLAN "MODULE" IS USED SYNONYMOUSLY WITH "PHASE", AND THE TWO TERMS MAY BE USED INTERCHANGEABLY ALSO, THE TERM "MODULE" HAS THE SAME MEANING AS "THREE-DIMENSIONAL PORTION" AS USED IN THE CALIFORNIA GOVERNMENT CODE SECTION 66427
- 7 PROPERTY
THE "PROPERTY" MEANS LOT 1 OF TRACT No 52245, AS PER MAP RECORDED IN BOOK 1242 PAGES 32 AND 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY

DEFINITIONS CONTINUED

- 8 UNIT
 "UNIT" MEANS A SEPARATE INTEREST IN SPACE AND INCLUDES THE SPATIAL ELEMENTS OF A CONDOMINIUM THAT ARE NOT OWNED IN COMMON WITH OTHER OWNERS OF CONDOMINIUMS IN THE PROJECT, SUCH UNITS AND THEIR RESPECTIVE ELEMENTS AND BOUNDARIES BEING SHOWN AND PARTICULARLY DESCRIBED IN THE CONDOMINIUM PLAN ATTACHED A UNIT CONSISTS OF ALL THOSE ELEMENTS BEARING AN IDENTICAL NUMBER DESIGNATION WHENEVER REFERENCE IS MADE TO ANY OF THE UNITS, IT SHALL BE CONSTRUED THAT REFERENCE IS MADE TO THE UNIT AS A WHOLE AND TO EACH AND ALL OF ITS COMPONENT ELEMENTS THE FOLLOWING ARE NOT A PART OF A UNIT BEARING WALLS, COLUMNS, PIPES, DUCTS, FLUES, CHUTES, CONDUITS, WIRES AND OTHER UTILITY INSTALLATIONS WHEREVER LOCATED EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNIT
- 9 BALCONY
 MEANS THAT EXCLUSIVE USE EASEMENT AREA OF THE ASSOCIATION PROPERTY ASSIGNED TO INDIVIDUAL UNITS AND REFERENCED ON THE ATTACHED PLAN DESIGNATED BY THE LETTER "B" SAID BALCONY SHALL BE ASSIGNED TO THE INDIVIDUAL UNIT ABUTTING SAID BALCONY
- 10 PARKING SPACE
 MEANS THAT EXCLUSIVE USE EASEMENT AREA OF THE ASSOCIATION PROPERTY ASSIGNED TO INDIVIDUAL UNITS AND REFERENCED ON THE ATTACHED PARKING PLAN AS P-1 THROUGH P-144, INCLUSIVE PARKING SPACES WILL BE DELINEATED AND PHYSICALLY DEFINED BY STRIPING AND LABELING ATTACHED PARKING PLAN TO BE USED FOR REFERENCE PURPOSES ONLY
- 11 GUEST PARKING SPACE
 MEANS PORTIONS OF THE ASSOCIATION PROPERTY DESIGNATED AS A GUEST PARKING SPACE AND REFERENCED ON THE ATTACHED PARKING PLAN AS GP-1 THROUGH GP-18, INCLUSIVE GUEST PARKING SPACES WILL BE DELINEATED AND PHYSICALLY DEFINED BY STRIPING AND LABELING ATTACHED PARKING PLAN TO BE USED FOR REFERENCE PURPOSES ONLY
- 12 THIS CONDOMINIUM PLAN AND THE DIMENSIONS SHOWN HEREIN ARE INTENDED TO CONFORM TO CALIFORNIA CIVIL CODE SECTION 1351(e), WHICH REQUIRES, IN PART, WITH RESPECT TO THE LAND AND REAL PROPERTY DESCRIBED IN THE ABOVE REFERENCED TRACT, THE INCLUSION HEREIN OF DIAGRAMMATIC PLANS IN SUFFICIENT DETAIL TO IDENTIFY EACH UNIT, ITS RELATIVE LOCATION AND APPROXIMATE DIMENSIONS DIMENSIONS SHOWN HEREIN ARE NOT INTENDED TO BE SUFFICIENTLY ACCURATE ENOUGH TO USE FOR COMPUTATION OF AREA IN ALL OR ANY OF THE UNITS THE DIAGRAMMATIC PLANS CONTAINED HEREIN INTENTIONALLY OMIT INFORMATION WITH RESPECT TO CONSTRUCTED IMPROVEMENTS WITHIN THE UNITS SIMILARLY, SUCH DETAILS AS PROTRUSIONS OF VENTS, DUCTS, EAVES AND OTHER SUCH FEATURES WITHIN THE AIRSPACE ENCOMPASSED BY THE UNITS AS SHOWN ARE NOT INTENDED TO BE REFLECTED IN THE CONDOMINIUM PLAN
- 13 THE UPPER VERTICAL LIMIT OF EACH UNIT AND EXCLUSIVE USE AREA ARE THE HORIZONTAL PLANE DESCRIBED AS "U E " THE LOWER VERTICAL LIMIT OF EACH UNIT AND EXCLUSIVE USE AREA IS THE HORIZONTAL PLANE DESCRIBED AS "L E " INCLUDED AS PART OF A UNIT AND EXCLUSIVE USE AREA ARE THOSE AREAS, IF ANY, WHICH LIE BETWEEN THE UPPER LIMITS, SHOWN AS U E HEREON, AND THE FINISHED CEILINGS ABOVE THE UPPER LIMITS AND WITHIN THE HORIZONTAL DIMENSIONS

DEFINITIONS CONTINUED

- 14 ALL TIES SHOWN HEREON ARE AT RIGHT ANGLES TO THE LINES THEY JOIN, UNLESS OTHERWISE INDICATED UNIT AND EXCLUSIVE USE AREA BOUNDARY LINES INTERSECT AT RIGHT ANGLES OR AT 135 DEGREE ANGLES, UNLESS OTHERWISE SHOWN COMMON WALLS BETWEEN UNITS AND EXCLUSIVE USE AREAS ARE 0 8' THICK UNLESS OTHERWISE SPECIFIED ALL OTHER WALLS ARE 0 4' THICK UNLESS OTHERWISE SPECIFIED
- 15 BENCH MARK
TOP OF CATCH BASIN LOCATED ON THE WEST SIDE OF OCEAN BOULEVARD 5 FEET +/- EAST OF THE SOUTHEAST CORNER OF 9TH PLACE AND OCEAN BOULEVARD ELEVATION = 100 00
- 16 BASIS OF BEARINGS
NORTH 81°06'00" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY OF OCEAN BOULEVARD AS SHOWN ON TRACT No 52245 RECORDED IN BOOK 1242 PAGES 32 AND 33 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY
- 17 ALL INFORMATION SHOWN HEREIN ON THE AIRSPACE PLANS IS DRAWN TO SCALE, BEING THAT CERTAIN SCALE AS SHOWN ON EACH INDIVIDUAL SHEET OF SAID PLANS
- 18 THIS CONDOMINIUM PLAN WAS PREPARED IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 1500 OCEAN AVENUE HOMEOWNERS ASSOCIATION

ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL CIVIL ENGINEER OF THE STATE OF CALIFORNIA AND THAT THIS CONDOMINIUM PLAN, CONSISTING OF 18 SHEETS, REPRESENTS THE BOUNDARY OF THE LAND INCLUDED WITHIN THIS PROJECT AND THE "AS-BUILT" LOCATION OF THE UNITS THEREIN BASED UPON CONSTRUCTION PLANS AND FIELD INSPECTION


EDWARD G. SHWEIRI
R C E 11284 EXPIRES 12-31-00



SCALE 1" = 40'

SHEET 8 OF 18

CONDOMINIUM PLAN

FOR
LOT NO 1
TRACT MAP NO 52245
SITE PLAN

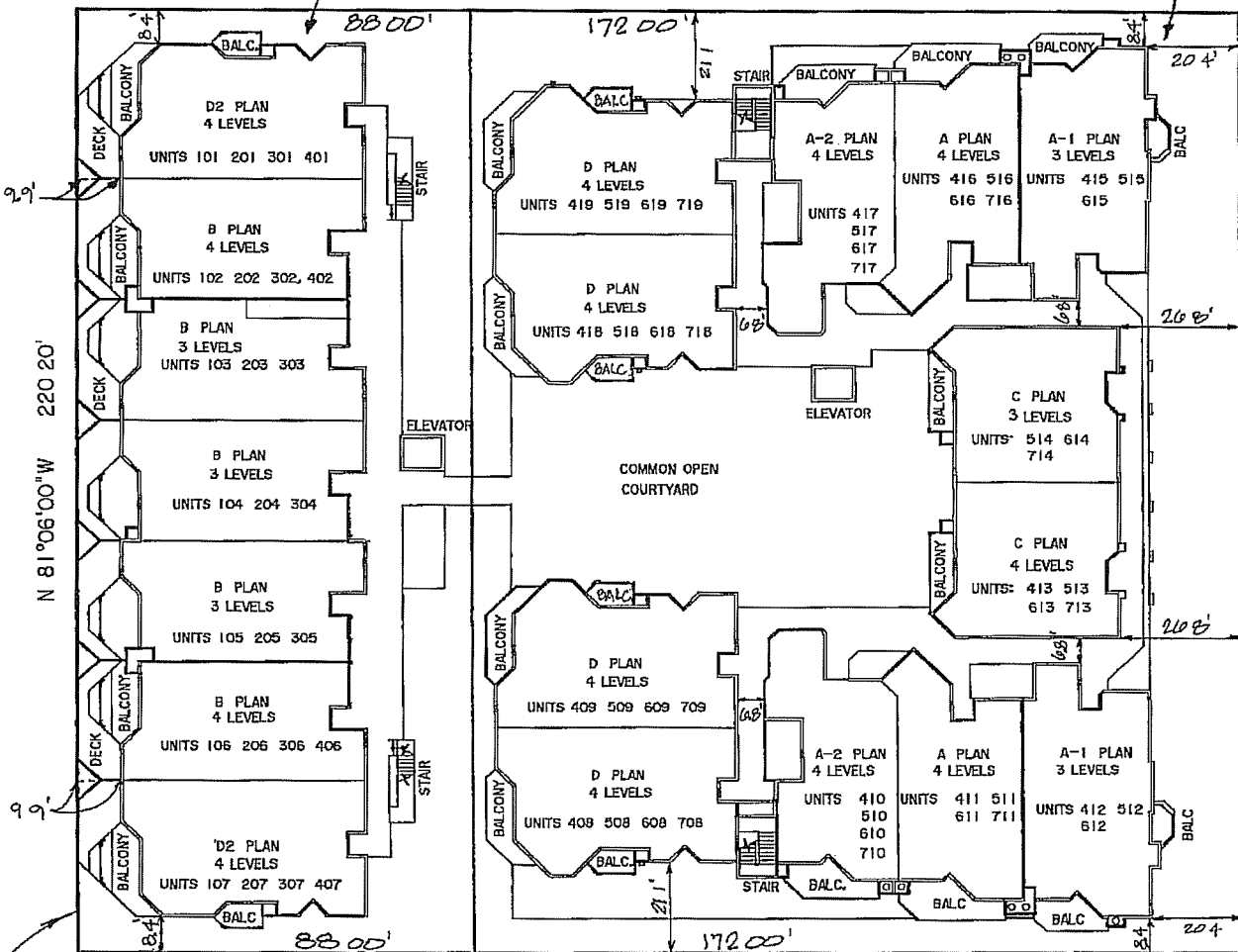


MODULE 2

9TH PLACE

MODULE 1

N 08°54'00"E 260 00



N 81°06'00"W 220 20'

OCEAN BLVD

N 08°54'00"E 260 00'

10TH PLACE

S'LY LINE OF
LOT 1, TRACT
NO 52245

Order: M8WTS87GH
Address: 1500 Ocean Blvd Unit 401
Order Date: 10-29-2021
Document not for resale

99 2140151

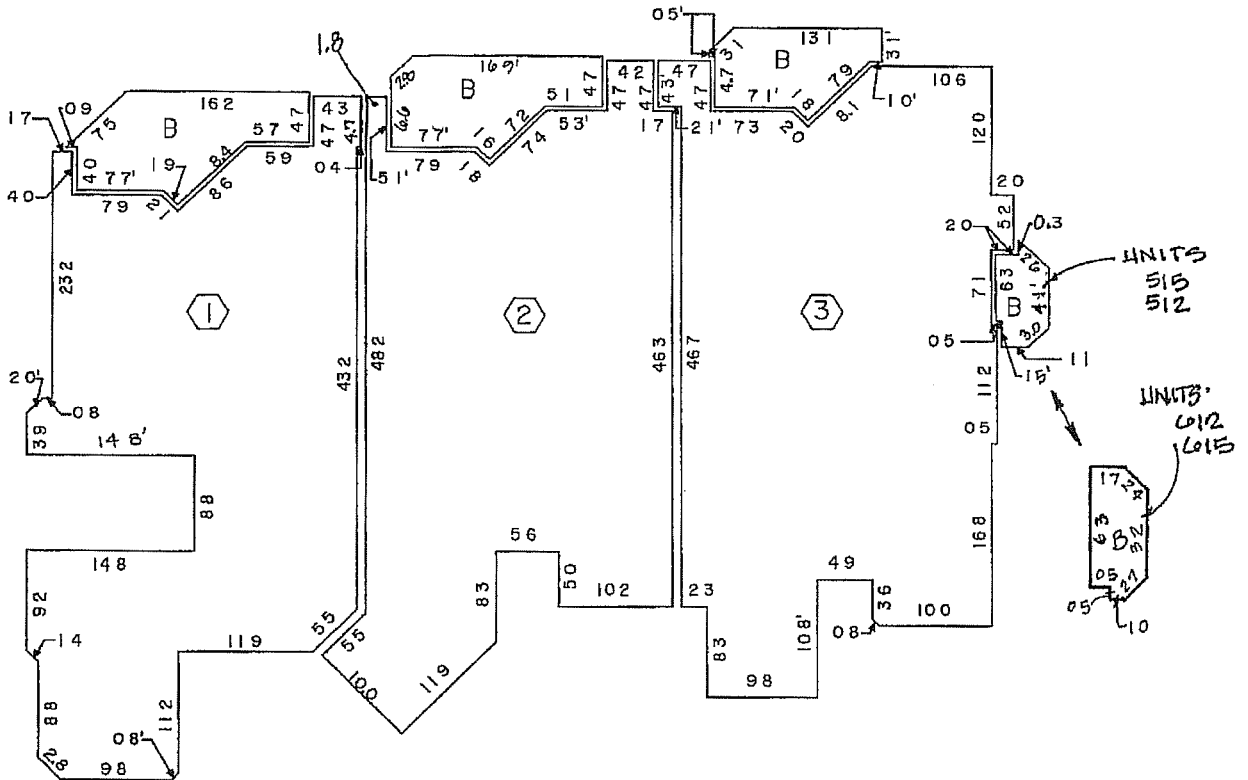
SCALE 1" = 16'

CONDOMINIUM PLAN

SHEET 10 OF 12

FOR
LOT NO 1
TRACT MAP NO. 52245
PLAN FOR A, A1 AND A2

① UNITS	517, 617, 717 510, 610, 710
② UNITS	516, 616, 716 511, 611, 711
③ UNITS	515, 615 512, 612



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Order Date: 10-29-2021
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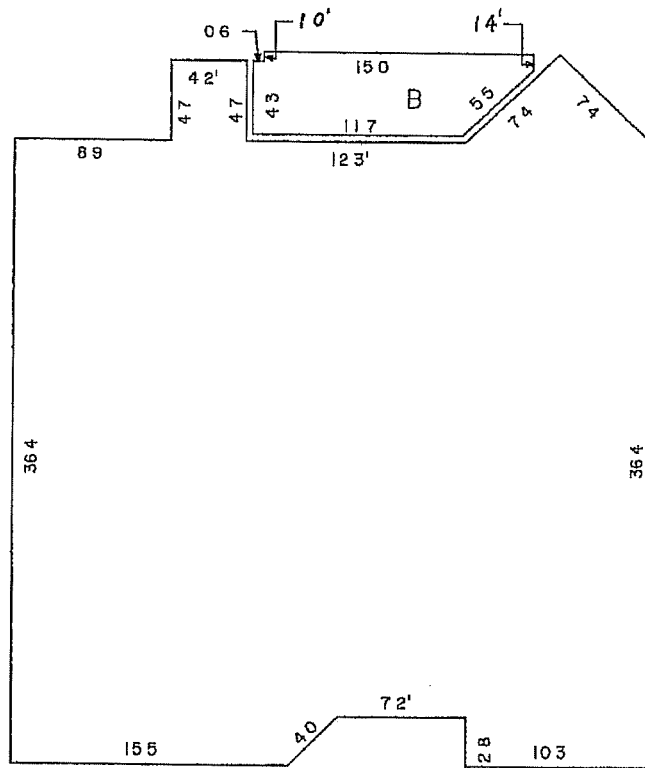
SCALE 1" = 10'

CONDOMINIUM PLAN

SHEET 11 OF 12

FOR
LOT NO 1
TRACT MAP NO 52245
PLAN FOR C

UNITS 514, 614, 714
413, 513, 613, 713



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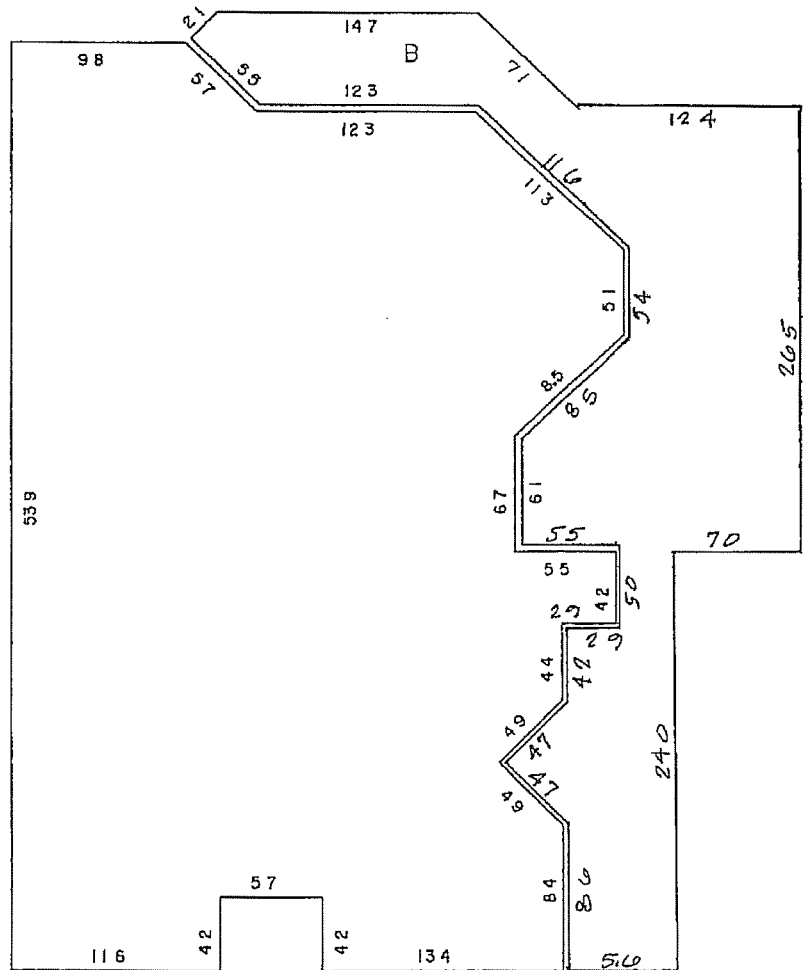
SCALE 1" = 10'

SHEET 12 OF 18

CONDOMINIUM PLAN

FOR
LOT NO 1
TRACT MAP NO 52245
PLAN FOR D

UNIT 408



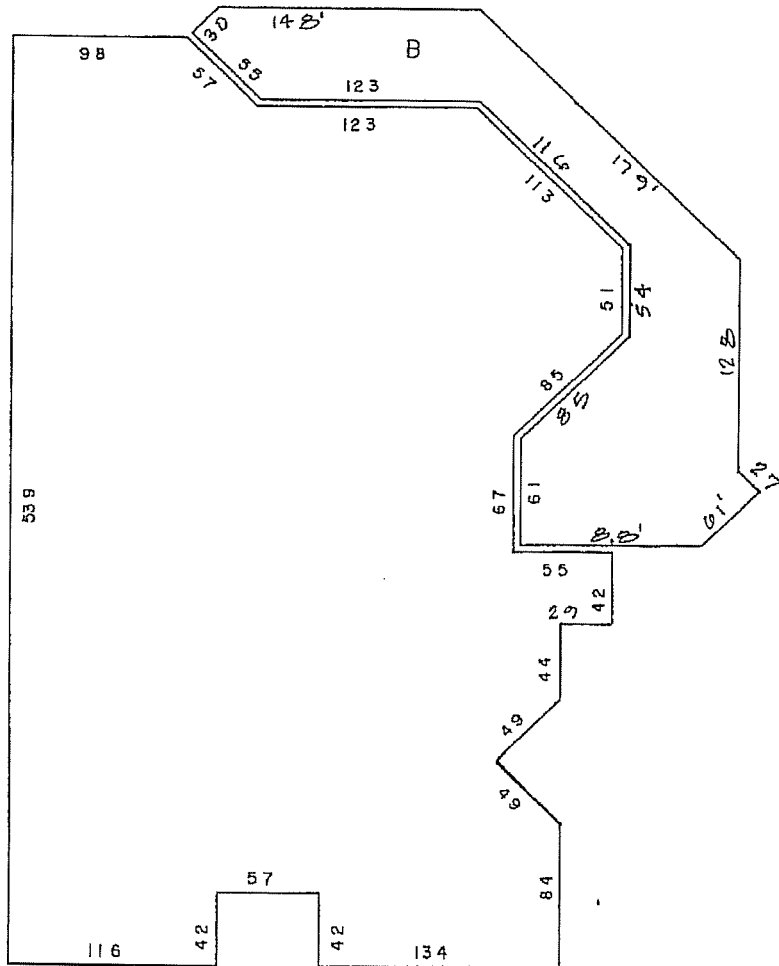
SCALE 1" = 10'

CONDOMINIUM PLAN

SHEET 13 OF 18

FOR
LOT NO 1
TRACT MAP NO 52245
PLAN FOR D

UNITS 409, 418



99 2140151

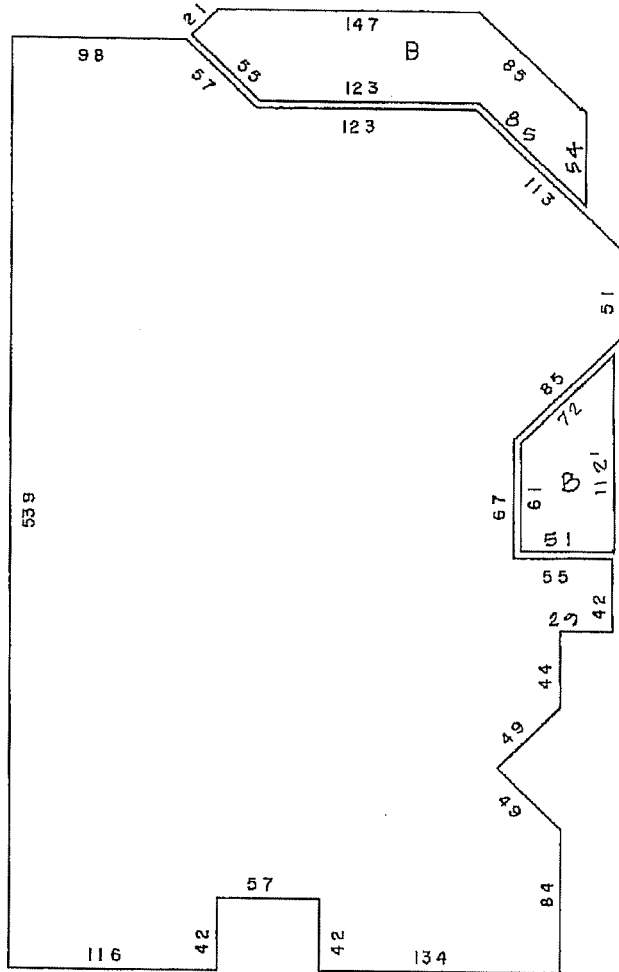
SCALE 1" = 10'

CONDOMINIUM PLAN

SHEET 14 OF 18

FOR
LOT NO. 1
TRACT MAP NO. 52245
PLAN FOR D

UNIT 419



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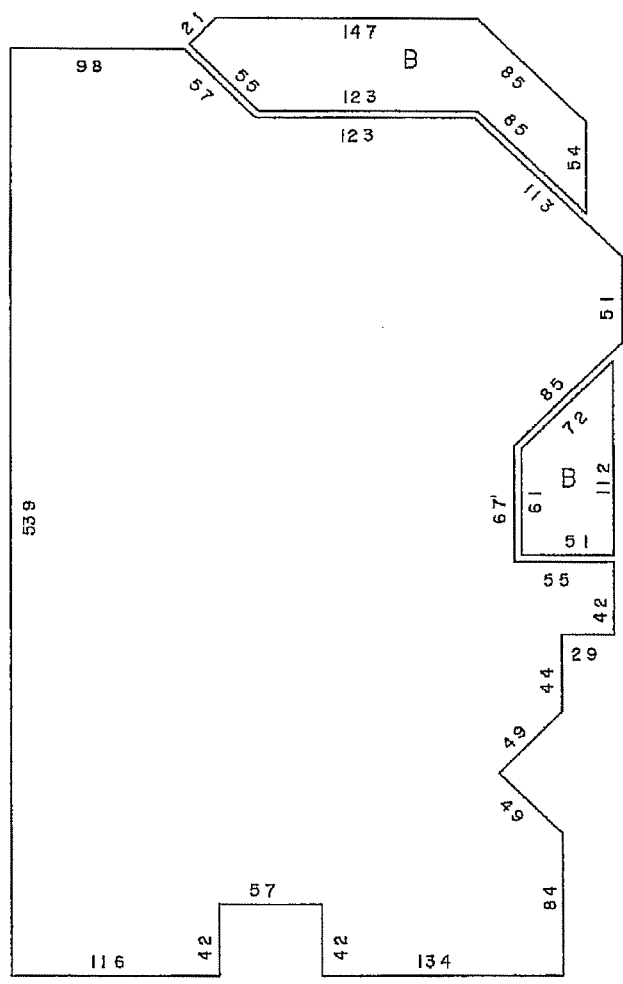
SCALE 1" = 10'

CONDOMINIUM PLAN

SHEET 15 OF 18

FOR
LOT NO 1
TRACT MAP NO 52245
PLAN FOR D

UNITS
519, 619, 719
518, 618, 718
509, 609, 709
508, 608, 708



Order: M8WTS87GH 99 2140151
Address: 1500 E Ocean Blvd Unit 401
Order Date: 10-29-2021
Document not for resale

CONDOMINIUM PLAN
FOR
LOT 1, TRACT NO 52245
ELEVATIONS

UNITS

408, 409, 410, 411, 412, 413, 415, 416, 417, 418, 419

LE= 110 3

UE= 119 3

BALCONIES

408, 409, 410, 411, 412, 413, 415, 416, 417, 418, 419

LE= 110 2

UE= 119 3

UNITS

508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519

LE= 120 3

UE= 129 3

BALCONIES

508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519

LE= 120 2

UE= 129 3

UNITS

608, 609, 610, 611, 612*, 613, 614, 615*, 616, 617, 618, 619

LE= 130 3

UE= 139 3

* = 140 3 = UE (UNITS 612 & 615)

BALCONIES

608, 609, 610, 611, 612*, 613, 614, 615*, 616, 617, 618, 619

LE= 130 2

UE= 139 3

* = 140 3 = UE (UNITS 612 & 615)

UNITS

708, 709, 710, 711, 713, 714, 716, 717, 718, 719

LE= 140 3

UE= 150 3

BALCONIES

708, 709, 710, 711, 713, 714, 716, 717, 718, 719

LE= 140 2

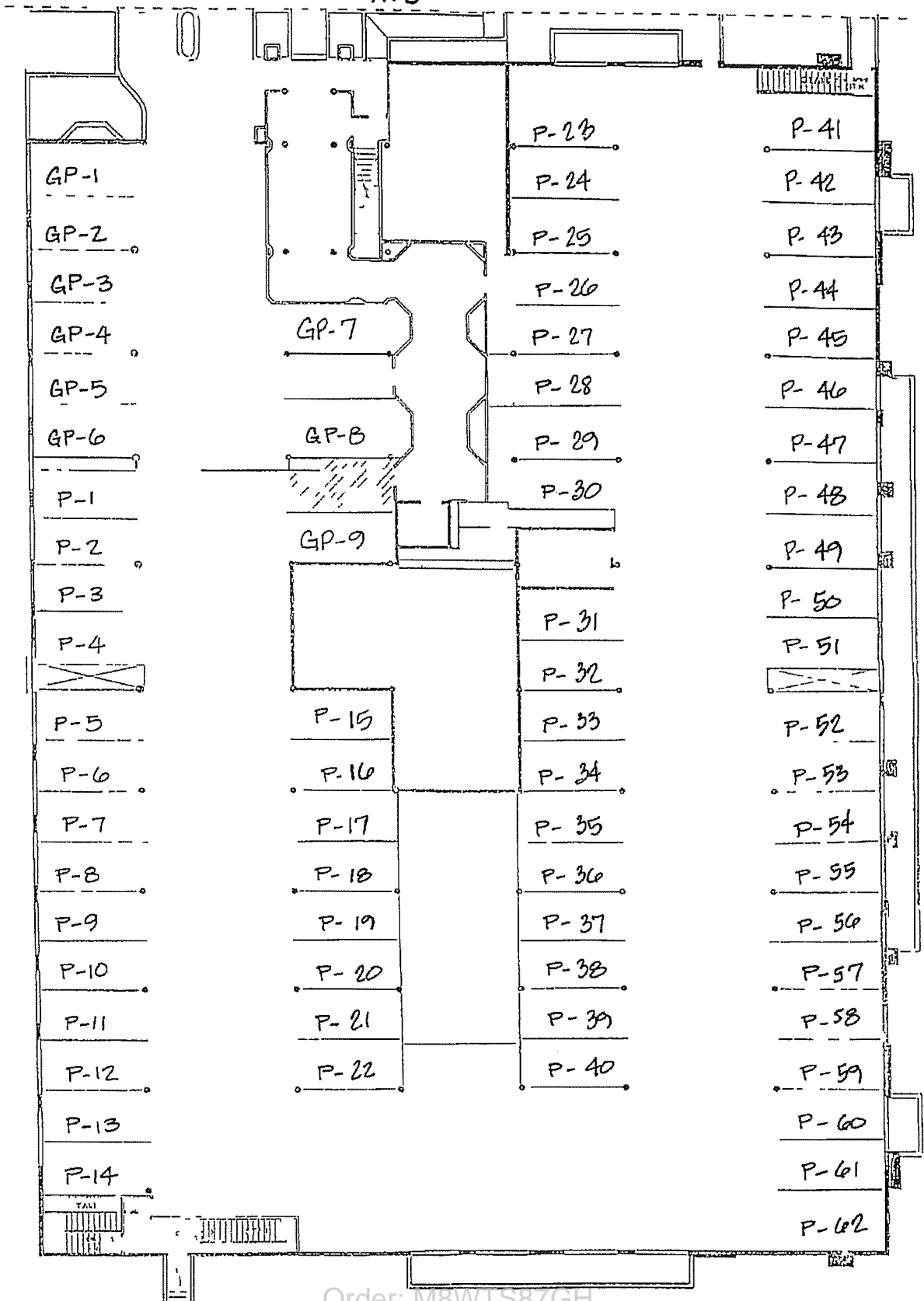
UE= 150 3

UPPER PARKING LEVEL

SHEET 17 OF 18

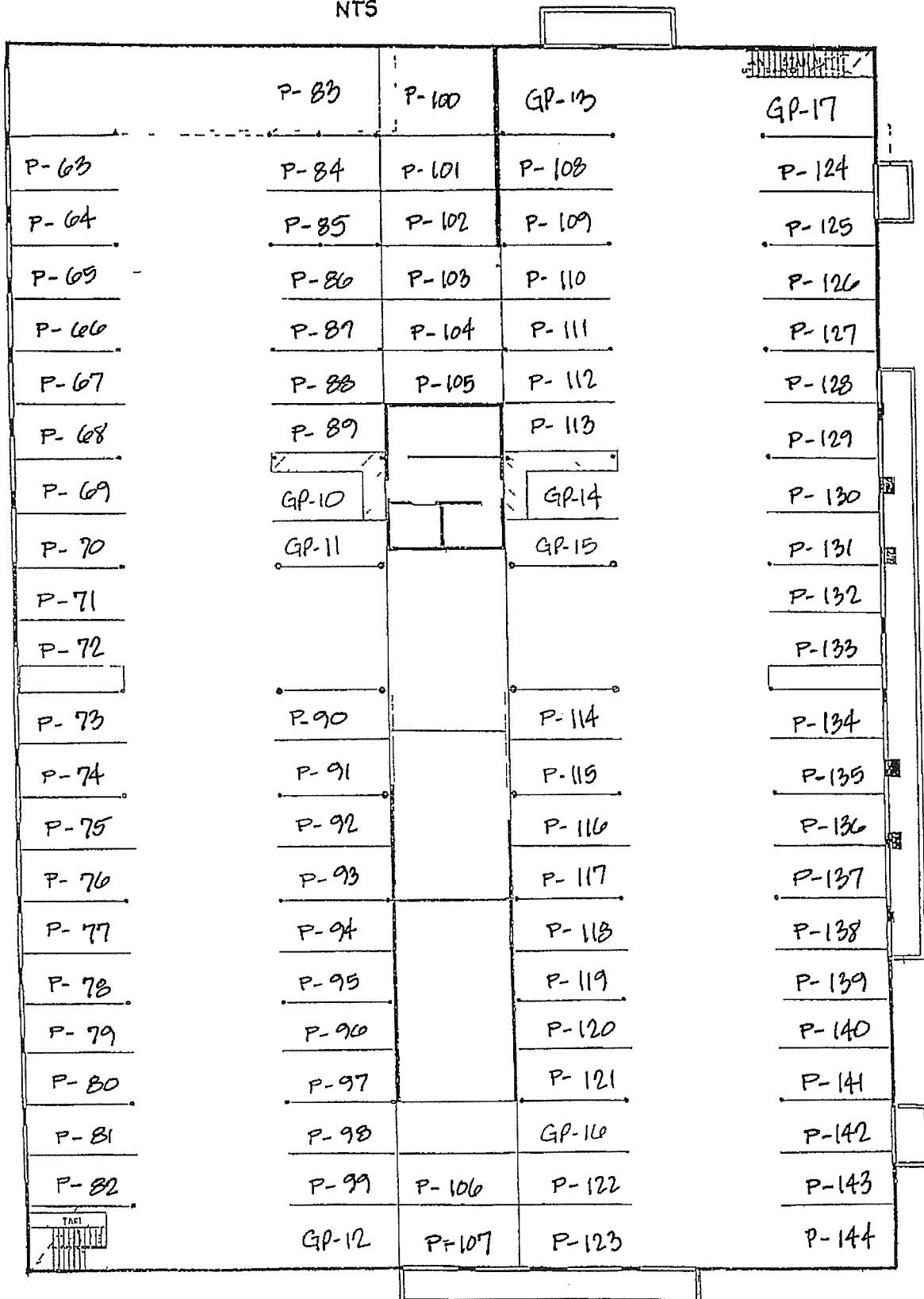
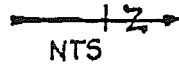


NTS



LOWER PARKING LEVEL

SHEET 18 OF 18



99 2140151