

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

**935-937 NORTH HUDSON
(TRACT NO. 72359)**

NOTE: THIS DOCUMENT CONTAINS PROVISIONS REQUIRING AN OWNER OF A CONDOMINIUM TO SUBMIT ALL DISPUTES WITH DECLARANT TO BINDING ARBITRATION AND TO WAIVE ALL RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT WITH A JURY TRIAL.

SENATE BILL 800 (THE RIGHT TO REPAIR LAW) APPLIES TO THE PROJECT. IF THE ASSOCIATION OR AN OWNER CLAIMS THAT THERE IS A DEFECT IN THE CONSTRUCTION OF THE PROJECT OR AN OWNER'S DWELLING, DECLARANT HAS ELECTED TO USE THE NON-ADVERSARIAL PRELITIGATION PROCEDURES SET FORTH IN CALIFORNIA CIVIL CODE §§910 THROUGH 938, WHICH IS ATTACHED TO THIS DECLARATION.

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
935-937 NORTH HUDSON

		<u>Page</u>
ARTICLE I	Definitions.....	2
	Section 1. Architectural Committee.....	2
	Section 2. Approval.....	2
	Section 3. Articles.....	2
	Section 4. Assessment, Annual.....	2
	Section 5. Assessment, Compliance.....	2
	Section 6. Assessment, Special.....	3
	Section 7. Association.....	3
	Section 8. Beneficiary.....	3
	Section 9. Board or Board of Directors.....	3
	Section 10. BRE.....	3
	Section 11. Budget.....	3
	Section 12. Building.....	3
	Section 13. Bylaws.....	3
	Section 14. City.....	3
	Section 15. Common Area.....	3
	Section 16. Common Area, Exclusive Use.....	3
	Section 17. Common Expenses.....	4
	Section 18. Condominium.....	4
	Section 19. Condominium Building or Building.....	4
	Section 20. Condominium Plan.....	4
	Section 21. Conveyance.....	4
	Section 22. Construction Defect Claim.....	4
	Section 23. Declarant.....	4
	Section 24. Declaration.....	4
	Section 25. Deed of Trust.....	4
	Section 26. Dwelling.....	4
	Section 27. Eligible Insurer or Guarantor.....	4
	Section 28. Eligible Mortgage Holder.....	5
	Section 29. Family or Single Family.....	5
	Section 30. FHA.....	5
	Section 31. FHLMC.....	5
	Section 32. First Mortgage or First Mortgagee.....	5
	Section 33. FNMA.....	5
	Section 34. Governing Documents.....	5
	Section 35. Grant Deed.....	5
	Section 36. HUD.....	5
	Section 37. Improvements.....	5
	Section 38. Manager.....	5
	Section 39. Member and Membership.....	5
	Section 40. Mortgage.....	6

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

	<u>Page</u>
Section 41. Mortgagee-Mortgagor and Institutional Holder.	6
Section 42. Occupant.	6
Section 43. Project and Property.	6
Section 44. Rules and Regulations.	6
Section 45. Single Family.	6
Section 46. Unit.	6
Section 47. Unit Owner or Owner.	6
Section 48. Vote.	6
Section 49. Voting Owner.	7
Section 50. Voting Power.	7
ARTICLE II Description of Land and Improvements.	7
ARTICLE III Board of Directors.	7
Section 1. Number and Term.	7
Section 2. Cumulative Voting.	8
Section 3. Removal of Directors.	8
Section 4. Majority of Voting Power in Declarant.	8
Section 5. Interim Board.	8
ARTICLE IV Voting Rights and First Meeting.	9
Section 1. Membership.	9
Section 2. Voting Classes.	9
Section 3. Commencement of Voting Rights.	9
Section 4. Joint Owner Disputes.	10
Section 5. First Meeting of Owners.	10
ARTICLE V Management and Administration.	10
Section 1. Administration of Project.	10
Section 2. Authority of Board.	10
Section 3. Restrictions on Power of the Board.	14
Section 4. Personal Liability.	15
Section 5. Indemnification for Performance of Duties.	15
Section 6. Certificate of Board of Directors.	16
Section 7. Association Rules and Regulations.	16
Section 8. Common Area.	17
A. Commencement of Association Responsibilities.	17
B. Disputes.	17

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

		<u>Page</u>
ARTICLE VI	Maintenance Assessments and Capital Contribution.....	17
	Section 1. Assessments.....	17
	Section 2. Purpose of Assessments.....	18
	Section 3. Regular Monthly Assessments.....	18
	Section 4. Change of Regular Monthly Assessments and Special Assessments.....	18
	Section 5. Special Assessments.....	18
	Section 6. Special and Compliance Assessments.....	19
	Section 7. Rate of Assessments.....	19
	Section 8. Notice of Change in Assessments.....	19
	Section 9. Bank Accounts.....	19
	Section 10. No Offsets.....	20
	Section 11. Maintenance and/or Subsidy Agreement.....	20
	Section 12. Declarant's Obligation to Pay Assessments - Record Maintenance.....	20
	Section 13. Exemption From Certain Assessments.....	20
	Section 14. Assessments - Debt of Owner.....	21
	Section 15. Notice of Assessments and Foreclosure.....	21
	Section 16. Limitation on Increase in Regular Assessments and Special Assessments.....	21
	Section 17. Capital Contributions.....	21
ARTICLE VII	Liens.....	22
	Section 1. Notice of Assessments.....	22
	Section 2. Default; Late Charge; Interest.....	22
	Section 3. Notice of Delinquency.....	22
	Section 4. Lien for Delinquent Assessments.....	22
	Section 5. Enforcement of Lien; Attorneys' Fees.....	24
	Section 6. Assessments and Liens Subordinated.....	25
	Section 7. Payment of Taxes.....	25
	Section 8. Statutory Compliance.....	25
	Section 9. Alternate Legal Action; Settlement.....	25
	Section 10. Prohibition Against Assignment.....	25
	Section 11. Lien Recorded in Error.....	26
	Section 12. Failure to Comply.....	26
	Section 13. Additional Remedies.....	26
ARTICLE VIII	Insurance.....	26
	Section 1. Public Liability and Errors and Omissions Insurance.....	26
	Section 2. Fire, Extended Coverage and Earthquake.....	27

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

		<u>Page</u>
	Section 3. Proceeds Payable to Trustee.	27
	Section 4. Insurance by Owner.	27
	Section 5. Fidelity Bonds.	28
	Section 6. Directors and Officers.	28
	Section 7. Additional Insurance.	28
	Section 8. Authority of Board.	28
	Section 9. Annual Review by Board.	28
	Section 10. Notice of Cancellation.	29
	Section 11. Increase in Premiums.	29
ARTICLE IX	Destruction of Improvements.	29
	Section 1. Partial Damage.	29
	Section 2. Total Destruction.	29
	Section 3. Determination to Rebuild.	30
	Section 4. Determination Not to Rebuild.	30
	Section 5. Repair of Interior Damage.	30
	Section 6. Termination of Covenant Against Partition.	31
	Section 7. Owners Dispute.	31
ARTICLE X	Maintenance and Decoration of Buildings and Units.	31
	Section 1. Owners Maintenance.	31
	Section 2. Fixtures.	32
	Section 3. Consent of Architectural Committee for Changes.	32
	Section 4. Liens.	32
ARTICLE XI	Use and Occupancy of Units and Common Area.	33
	Section 1. Single Family Use.	33
	Section 2. Rental of Condominium.	33
	Section 3. Common Area.	33
	Section 4. Signs.	34
	Section 5. External Items.	34
	Section 6. Pets.	34
	Section 7. Offensive Activities.	35
	Section 8. Exterior Clothes Drying Facilities.	35
	Section 9. Rubbish and Disposal.	35
	Section 10. Structural Changes.	35
	Section 11. Mineral Exploration.	35
	Section 12. Development of Air Space.	35
	Section 13. Violation of Governing Documents.	35
	Section 14. Owner Liability.	36
	Section 15. Exemption of Payment of Maintenance Fee.	36

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

	<u>Page</u>
Section 16. Electronic Equipment.	36
Section 17. View.	36
Section 18. Quiet Enjoyment.	36
Section 19. Windows; Window Coverings.	36
Section 20. Window Glass; Screens.	37
Section 21. Sound Systems and Impact Noise.	37
Section 22. Owner Cooperation for Fumigation and Repairs.	38
Section 23. Modifications.	39
Section 24. Parking and Parking Spaces.	39
Section 25. Hazardous Materials.	41
Section 26. Balcony Restrictions.	41
Section 27. Nuisances.	42
Section 28. Common Area Roof Deck.	42
Section 29. Compliance with Declaration.	42
Section 30. Additional Provisions.	43
 ARTICLE XII	
Architectural and Design Control.	43
Section 1. Consent of Architectural Committee.	43
Section 2. Plans and Specifications.	43
Section 3. Appointment of Architectural Committee.	43
Section 4. Approval or Disapproval by Architectural Committee.	44
Section 5. Diligent Prosecution of Work.	44
Section 6. Failure to Complete.	44
Section 7. Inspection of Work.	45
Section 8. Unauthorized Improvements.	45
Section 9. Architectural Control Committee Certificate.	46
Section 10. Access to Premises.	46
Section 11. Non-Liability.	47
Section 12. Declarant's Exemption.	47
Section 13. Fees.	47
Section 14. Architectural Guidelines.	47
Section 15. Failure to Establish Architectural Committee.	47
 ARTICLE XIII	
Repair of Common Facilities by Individual Owner and Right of Entry.	47
 ARTICLE XIV	
Utilities.	48
Section 1. Utility Rights.	48
Section 2. Utility Easements.	49

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

		<u>Page</u>
ARTICLE XV	Entry for Repairs.....	49
ARTICLE XVI	Partition.....	49
ARTICLE XVII	Structural Alterations.....	50
ARTICLE XVIII	Easements.....	50
	Section 1. Encroachment.....	50
	Section 2. Easements for Maintenance and Repairs.....	51
	Section 3. Easements to Members.....	51
ARTICLE XIX	Rights of Declarant.....	51
	Section 1. Use of Common Areas.....	51
	Section 2. Right to Conduct Inspections.....	51
	Section 3. Right to Reports and Right to Attend Meetings.....	52
	Section 4. No Right to Amend or Rescind.....	52
ARTICLE XX	Property Rights of Owners.....	52
	Section 1. Easements Reserved to Owners.....	52
	Section 2. Exclusive Use Common Area.....	53
	Section 3. Delegation of Use.....	53
	Section 4. Administration.....	53
ARTICLE XXI	Eminent Domain.....	54
	Section 1. Eminent Domain.....	54
	Section 2. Project Condemnation.....	54
	Section 3. Condemnation of Common Area.....	54
	Section 4. Condemnation of Exclusive Use Common Area.....	54
	Section 5. Condemnation of Condominiums.....	54
	Section 6. Condemnation of Portions of Units.....	54
	A. Minor Takings Within Limits.....	54
	B. Minor Takings Exceeding Limits.....	55
	C. Major Takings.....	55
	Section 7. Portions of Awards in Condemnation Not Compensatory for Value of Real Property.....	55
	Section 8. Notice to Owners and Mortgagees.....	56
ARTICLE XXII	Protection of Mortgagees.....	56
	Section 1. Subordination of Liens.....	56
	Section 2. Material Amendments.....	56
	Section 3. Required Consent of Mortgagees.....	57

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

		<u>Page</u>
	Section 4. Examination of Books and Records by Mortgagees.	58
	Section 5. Priority of First Mortgagees - Insurance Proceeds and Condemnation Awards.	58
	Section 6. Notice to Mortgagees.	58
	Section 7. Effect of Foreclosure by First Mortgagee.	59
	Section 8. Mortgagee's Attendance at Meetings.	60
	Section 9. Providing Information to Board.	60
	Section 10. Restriction on Right of First Refusal.	60
	Section 11. Termination of Certain Contracts.	60
	Section 12. Tax Liens.	60
	Section 13. Reserves for Maintenance.	60
	Section 14. Termination of the Project.	60
	Section 15. Reallocation of Interests.	61
	Section 16. Payment of Taxes and Premiums.	61
	Section 17. Conflict.	61
ARTICLE XXIII	Amendments.	61
	Section 1. Prior to Sale of a Condominium.	61
	Section 2. After Close of First Sale.	61
	Section 3. Amendment to Meet Requirements of Mortgagees and Governmental Agencies.	62
	Section 4. Petition to Superior Court.	63
	Section 5. Compliance with Law.	63
	Section 6. Presumption of Validity.	63
ARTICLE XXIV	Enforcement.	63
ARTICLE XXV	Term and Termination.	64
	Section 1. Term.	64
	Section 2. Termination.	64
ARTICLE XXVI	Enforcement of Bonded Obligations.	64
ARTICLE XXVII	Right of Owner to Make Improvements or Modifications.	65
ARTICLE XXVIII	Documents to be Provided to Prospective Purchaser.	66
ARTICLE XXIX	Resolution of Disputes.	67

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

		<u>Page</u>
	Section 1. Disputes.	67
	A. Notification.	67
	B. Cooperation; Access.	67
	Section 2. Construction Defects.	67
	Section 3. Non Construction Disputes.	68
	Section 4. Binding Arbitration.	68
	Section 5. Forum for Arbitration.	68
	Section 6. General Arbitration Provisions.	68
	Section 7. Parties Benefitted.	69
	Section 8. Severability.	70
	Section 9. Option of Nonbinding Mediation for Unresolved Dispute.	70
	Section 10. Injunctive Relief.	70
	Section 11. No Amendment Without Consent.	70
	Section 12. Disputes Relating To Governing Documents.	70
	Section 13. Waivers of Right to Litigate and Jury Trial.	70
	Section 14. Judicial Reference of Construction Defect Claims.	71
	Section 15. Application of Proceeds.	71
ARTICLE XXX	Mold and Water Intrusion.	71
	Section 1. Mold.	71
	Section 2. Water Intrusion.	72
ARTICLE XXXI	Maintenance Obligations.	72
ARTICLE XXXII	Combination of Units.	72
ARTICLE XXXIII	Power to Correct Condominium Plan.	73
ARTICLE XXXIV	Rights of Mortgagees.	73
ARTICLE XXXV	Availability of Documents.	74
ARTICLE XXXVI	General Provisions.	74
	Section 1. Interpretation and Severability.	74
	Section 2. Notices.	75
	Section 3. Violation Deemed a Nuisance.	75
	Section 4. Successors and Assigns.	75
	Section 5. No Restrictions for Race, Color or Creed.	75
	Section 6. Cumulative Remedies.	75
	Section 7. Notice of Sale or Lease of Condominium.	75

TABLE OF CONTENTS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
935-937 NORTH HUDSON

	<u>Page</u>
Section 8. Gender.	76
Section 9. Cumulative Remedies.....	76
Section 10. Covenants to Run With the Land.	76
Section 11. General Limitations.....	76

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

**935-937 NORTH HUDSON
(TRACT NO. 72859)**

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made this _____ day of _____, 2015 by 935-937 N. HUDSON, LLC, a California Limited Liability Company (hereinafter called "Declarant").

RECITALS

A. Declarant is the Owner of all that certain real property located in the County of Los Angeles, State of California, described as:

Lot 1 of Tract No. 72859 in the City of Los Angeles, County of Los Angeles, State of California as per Map recorded in Book _____, Pages _____ and _____ of Maps in the Office of the Los Angeles County Recorder (the "Property");

B. The Property is divided into six (6) Condominiums which are depicted on the Condominium Plan recorded in the Official Records of the County of Los Angeles, State of California, as the same way be amended or superseded from time to time; and

C. It is the desire and intent of Declarant to subdivide and sell the Property described above and to impose on it mutual beneficial restrictions under a general plan or scheme of Improvement for the benefit of all the Condominiums in the Project and common area and the Owners thereof and to create a certain type of method of co-operative ownership commonly known as a "Condominium," and to subject the Property to the provisions of the applicable laws of the State of California pertaining to Condominiums and other applicable conditions and statutes of the State of California.

NOW THEREFORE, Declarant hereby declares that all of the Property described above and all Improvements thereon, is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, maintained, altered and improved subject to the following protective limitations, restrictions, covenants, conditions, reservations, liens and charges and equitable servitudes, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and every part thereof. All of said limitations, covenants, conditions, restrictions, reservations, liens and charges and equitable servitudes shall run with the Property and shall be binding on all parties

having or acquiring any right, title or interest in the Property, or any part hereof, whether as sole Owners, joint Owners, lessees, tenants, occupants, or otherwise, and they shall inure to the benefit of every portion of the Property, and shall be for the benefit of each Owner of any portion of said property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of Declarant and each Owner, and may be enforced by Declarant, by any Owner, by any successor in interest to Declarant, or any Owner, or by the Board of Directors hereinafter described.

ARTICLE I

Definitions

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

Section 1. Architectural Committee. A committee appointed by the Board of Directors to review and make recommendations to the Board of Directors regarding any and all proposed additions or exterior modifications to the Building, any Dwelling, or to Common Area features, which requires the approval of the Association and/or the City pursuant to this Declaration.

Section 2. Approval. Prior written approval.

Section 3. Articles. The Association's Articles of Incorporation as the same may be amended from time to time.

Section 4. Assessment, Annual. "Annual Assessment" shall mean a charge against a particular Owner and his Condominium representing a portion of the costs of maintaining, improving, repairing and managing the Project and all other Common Expenses, which are to be paid by each Owner to the Association for Common Expenses in the manner and proportions provided herein. Each Annual Assessment shall be paid in equal monthly assessments ("Regular Monthly Assessments") on the first day of each month.

Section 5. Assessment, Compliance. "Compliance Assessment" shall mean a charge against a particular Owner and his Condominium directly attributable to, or reimbursable by, the Owner or Owners if the same be required to reimburse the Association for costs incurred in repairing damage to the Common Area and facilities for which the Owner or his guests, invitees, family or tenants were responsible and to secure or satisfy any breach of the Declaration, the Articles, Bylaws, or Rules and Regulations of the Association, by said Owner or Owners, which breach shall require or has required an expenditure by the Association for repair or remedy. Such assessment shall be equal to the cost incurred by the Association for corrective action performed plus costs, interest, and attorney's fees incurred in connection therewith. Compliance Assessments shall not include any late payment penalties, interest charges, or costs incurred by the Association (including attorneys' fees) in the collection of Annual and Special Assessments.

Section 6. Assessment, Special. "Special Assessment" shall mean a charge against each Owner and his Condominium representing a portion of the cost to the Association for installation or construction or reconstruction of any capital improvement or other addition on any part of the Project, which the Association may from time to time authorize or for an emergency situation or for unanticipated expenses not covered by Regular Monthly Assessments. Such charge shall be levied amongst all of the Owners in the Project as herein provided.

Section 7. Association. 935-937 NORTH HUDSON ASSOCIATION, a California Non-Profit Mutual Benefit Corporation, its successors and assigns, the Members of which shall be all of the several Owners. Each Owner shall automatically become and shall be required to be a Member of the Association, whose membership shall include and be limited to each of the Owners of the Project.

Section 8. Beneficiary. A Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee, or Beneficiary.

Section 9. Board or Board of Directors. The Board of Directors of the Association.

Section 10. BRE. The California Bureau of Real Estate and any successors thereto.

Section 11. Budget. A written, itemized estimate of the income and Common Expenses of the Association in performing its functions under this Declaration, which Budget shall be prepared pursuant to the applicable provisions of the David Stirling Act.

Section 12. Building. The structure which contains the Dwellings.

Section 13. Bylaws. The Association's Bylaws as the same may be amended from time to time.

Section 14. City. The City of Los Angeles, California.

Section 15. Common Area. The entire Project, excepting those portions thereof which lie within the boundaries of any Unit as hereinafter defined. The individual Owners shall have an undivided one-sixth (1/6th) interest in and to the Common Area and the Association shall be responsible for the management and maintenance of the Common Area.

No Owner may sever his interest in any Condominium or any component thereof from his membership in the Association and shall not be entitled to sever his interest in his Condominium or his membership from his undivided interest in the Common Area.

Section 16. Common Area, Exclusive Use. Those portions of the Common Area which are reserved for the exclusive use of one or more, but fewer than all of the Owners. The Exclusive Use Common Area is shown and defined on the Condominium plan for the

Project. Exclusive Use Common Area, if any, as defined, shall be appurtenant to the Condominiums.

As used herein, the term "Common Area" shall be deemed to include Exclusive Use Common Area unless otherwise specifically provided.

Section 17. Common Expenses. The actual and estimated costs and expenses incurred or to be incurred by the Association in performing its duties hereunder.

Section 18. Condominium. A Condominium as defined in the California Civil Code §4125 and shall be an estate in real property consisting of (a) a separate fee interest in the space within a Condominium; (b) an undivided interest as a tenant in common in the Common Area; (c) Exclusive Use Common Area, if any; and (d) all appurtenances thereto. The ownership of each Condominium shall also include membership in the Association.

Section 19. Condominium Building or Building. A separate building containing one or more residential Units.

Section 20. Condominium Plan. Any plan prepared and executed in respect to the Project as required by §4285 of the Civil Code of California.

Section 21. Conveyance. A conveyance of a Condominium to a person, other than to the Declarant for residential use.

Section 22. Construction Defect Claim. Any claim or dispute seeking recovery of damages, or other relief, relating in any way to any deficiencies in the construction, design, specifications, surveying, planning, supervision, testing or observation of construction of the Project, or any Condominium or the Common Area, or in any way relating to claimed deficiencies in a Condominiums, Common Area, or the Project.

Section 23. Declarant. 935-937 N. HUDSON, LLC, a California Limited Liability Company, and its successors and assigns if the rights of Declarant have been expressly assigned in writing and Mortgagees or other transferees acquiring Declarant's interest in the Project by foreclosure or deed in lieu of foreclosure.

Section 24. Declaration. This Declaration, as the same may be amended from time to time, and recorded within the office of the County Recorder of the State of California where the Project is located.

Section 25. Deed of Trust. "Deed of Trust" shall mean a Mortgage as further defined herein.

Section 26. Dwelling. The interior living space of an Owner's Condominium which is not owned in common with Owners of other Condominiums in the Project.

Section 27. Eligible Insurer or Guarantor. A guarantor or insurer of any First Mortgage or Deed of Trust on a Condominium, who has provided a written request to the

Association, to be notified of any proposed amendment or action described in Article XXII hereof.

Section 28. Eligible Mortgage Holder. The holder of a First Mortgage or Deed of Trust on a Condominium who has provided a written request to the Association to be notified of any proposed amendment or action described in Article XXII hereof.

Section 29. Family or Single Family. One or more natural persons related to each other by blood, marriage or adoption, or one or more natural persons not all so related but who maintain a common household.

Section 30. FHA. The Federal Housing Association.

Section 31. FHLMC. The Federal Home Loan Mortgage Corporation.

Section 32. First Mortgage or First Mortgagee. A Mortgage or Mortgagee that has priority over all other Mortgages or Mortgagees encumbering the same Condominium or any other portion of the Project, including a First Mortgagee's blanket Mortgage recorded prior to the recording of this Declaration.

Section 33. FNMA. The Federal National Mortgage Association.

Section 34. Governing Documents. The Articles, Bylaws, this Declaration, Rules and Regulations adopted by the Association and the Condominium Plan.

Section 35. Grant Deed. A written instrument transferring title to real property.

Section 36. HUD. The Department of Housing and Urban Development.

Section 37. Improvements. All structures and appurtenances thereto of every type and kind, including but not limited to, the Condominium Buildings, recreation facilities, walkways, open parking areas, driveways, fences, retaining walls, deck covers, awnings, the exterior surfaces of any visible structure, planted trees, shrubs, poles, signs, and exterior air conditioning, heating and water softener fixtures or equipment.

Section 38. Manager. The managing agent, if any, whether individual or corporate, retained by Declarant, or by the Board, on contract, and charged with the maintenance and upkeep of the Project.

Section 39. Member and Membership. Every person and entity who owns a condominium shall be a member of the Association (a "Member") and shall entitle the Owner to membership in the Association ("Membership"). All Memberships in the Association are hereby specifically made appurtenant to the Condominium, and Memberships shall be effective immediately upon the recording of the grant deed transferring the Condominium ownership. Membership may not be separated from the ownership of any Condominium. Until such time as Declarant sells all of said Condominiums owned by it, Declarant shall remain a Condominium Owner as to the Condominiums owned by it, and shall be a Member of said Association.

Section 40. Mortgage. Any recorded Mortgage or Deed of Trust or other conveyance of one (1) or more Condominiums or other portion of the Property to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed", when used herein, shall be synonymous with the term "Mortgage".

Section 41. Mortgagee-Mortgagor and Institutional Holder. An Institutional Holder or Institutional Mortgagee is a "Mortgagee" to whom a Mortgage has been made which is a bank or a savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

"Mortgagor" shall mean a person who mortgages his or its property to another (i.e., the maker of a Mortgage). Reference to a Mortgagee shall be deemed to include the Beneficiary of a Deed of Trust; reference to a Mortgagor shall be deemed to include a trustor of a Deed of Trust.

Section 42. Occupant. An Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person residing in a Unit.

Section 43. Project and Property. The entire parcel of real property hereinabove described, including all improvements thereon, divided into six (6) Condominiums.

Section 44. Rules and Regulations. The Rules and Regulations of the Association adopted by the Board as the same may be amended from time to time.

Section 45. Single Family shall mean one or more natural persons related to each other by blood, marriage or adoption, or one or more natural persons not all so related but who maintain a common household.

Section 46. Unit. The elements of a Condominium that are not owned in common with the Owners of other Condominiums in the Project and which are more particularly designated and described as a Unit in the Condominium Plan for the Project. The boundaries of a Unit are as designated in said Condominium Plan. There shall be no restriction upon any Unit Owner's right of ingress and egress to his Unit which right shall be perpetual and appurtenant to the ownership of a Unit.

Section 47. Unit Owner or Owner. Each person and entity or persons and entities, if more than one, holding record ownership interest in a Condominium, including contract vendees and including Declarant so long as any Condominium remains unsold.

The term "Owner" shall not include persons or entities who hold an interest in a Condominium merely as security for the performance of an obligation.

Section 48. Vote shall mean the vote of the Members entitled to exercise the Voting Power of the Association at any duly held regular or special meeting of the Members of the Association.

Section 49. Voting Owner. A Unit Owner or Owner described in this Article I.

Section 50. Voting Power. The total number of votes held by all Members of the Association.

ARTICLE II

Description of Land and Improvements

The property subject to the covenants, conditions and restrictions herein contained is located in the City of Los Angeles, County of Los Angeles, State of California, and is improved with six (6) Condominiums and the Common Area in Tract No. 72859 according to the Condominium Plan recorded in the Office of the County Recorder of said county as the same may be amended or superseded from time to time (and is hereinafter referred to as said Condominium Plan). Any grant deeds conveying any interest in the Project to individual purchasers of Condominiums shall expressly refer to and incorporate this Declaration therein by reference. Whether or not a reference to this Declaration is made in any individual deed, each purchaser of a Condominium, part or portion thereof, shall by acceptance of a deed or other conveyance for such Condominium, part or portion thereof, thereby be conclusively deemed to have consented to and agreed to all of the covenants, conditions and restrictions contained herein for himself and his heirs, executors, administrators and assigns and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns to observe, perform and be bound by the same.

The Condominiums are contained in one (1) building, which is three (3) stories in height.

Each Owner has two (2) parking spaces in a semi- subterranean garage. There is one (1) guest parking space. Each Dwelling has three (3) bedrooms, two and one-half (2½) bathrooms and a balcony. There is a separate bike storage for each Dwelling.

Common elements include green belt areas, hardscape areas and common area roof deck with planter.

The construction of the Buildings is wood frame with stucco siding.

Each Owner has an undivided one-sixth (1/6th) interest in the Common Area of the Project.

ARTICLE III

Board of Directors

Section 1. Number and Term. The management of the Project and the Association shall be governed by a Board of Directors consisting of three (3) persons, who need not be Owners of Condominiums in the Project until conversion of Class B membership to Class A, after which time all Directors must be Owners of Condominiums

in the Project, or the nominee of any corporate, partnership, limited liability company or any other legal entity owner.

The number of members of the Board and their term of office may be changed by an amendment to the Bylaws of the Association.

Section 2. Cumulative Voting. The Voting Owners shall vote for the election of the Board. Each Owner shall be entitled to cumulate his votes for one or more candidates to the Board of Directors if the candidate's name or candidates' names have been placed in nomination prior to the voting and if the Owner has given notice at the meeting prior to the voting of his intention to cumulate his votes. If any one Owner has given such notice all members may cumulate their votes for the candidates in nomination. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected. All voting at elections shall be by secret ballot.

Section 3. Removal of Directors. The entire Board of Directors or any individual Director may be removed by a vote of the Voting Owners holding a majority of the Voting Power entitled to vote at any election of Directors. Unless the entire Board of Directors is removed from office, no individual Director shall be removed prior to the expiration of his term of office if the votes cast against removal, or not consenting in writing to such removal, would be sufficient to elect such Director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the most recent election of the Board of Directors were then being elected. If any Director is removed in the manner authorized above, a new Director may be elected at the same meeting.

Section 4. Majority of Voting Power in Declarant. Notwithstanding anything to the contrary contained herein or in the Bylaws or in the Articles of Incorporation: (a) from the first election of the Board of Directors and thereafter for so long as a majority of the Voting Power of the Association resides in Declarant, or so long as there are two classes of membership in the Association, twenty percent (20%) but not less than one (1) of the incumbents on the Board of Directors shall be elected solely by the votes of Owners other than Declarant; and (b) a Director who has been elected to office solely by the votes of Owners other than Declarant may be removed from office prior to the expiration of his term solely by the vote of a majority of the Voting Power residing in Owners other than Declarant.

Section 5. Interim Board. Declarant shall appoint an interim Board to govern the Project, which Board shall have the same rights, privileges, duties and characteristics as detailed in the Declaration and the Articles and Bylaws of the Association, and which interim Board shall serve at the pleasure of the Declarant until the first annual meeting of the Association when the Members shall elect directors as provided in the Bylaws of the Association. Interim directors are not required to be Owners.

ARTICLE IV

Voting Rights and First Meeting

Section 1. Membership. Every Owner, upon becoming the Owner of a Condominium, shall automatically become a Member of the Association, and shall remain a Member thereof until such time as such Owner's ownership ceases, at which time such Owner's Membership in the Association shall automatically cease. Ownership of a Condominium shall be the sole qualification for Membership in the Association. The rights, duties, privileges and obligations of all Members of the Association shall be as provided in the Governing Documents.

Section 2. Voting Classes. The Association shall have two classes of voting Members according to the following provisions:

Class A. Each Owner of a Condominium other than Declarant shall be a Class A Member and shall be entitled to one vote for each Condominium owned.

Class B. Declarant shall be a Class B Member. Class B Membership entitles the holder to three (3) votes for each Condominium owned. Class B Membership shall be irreversibly converted to Class A Membership on the first to occur of the following:

A. The total outstanding votes held by Class A Members equal the total outstanding votes held by the Class B Member; or

B. Two (2) years from the date of the first conveyance of a Condominium in the Project.

Section 3. Commencement of Voting Rights. Voting rights shall commence for each Condominium within the Project at such time as the first Condominium in the Project has been conveyed to a purchaser; provided, however, that assessments have been levied against that Condominium by the Association in accordance with the provisions hereof. Notwithstanding the foregoing, if assessments are deferred pursuant to a subsidy agreement or a maintenance agreement to be entered into between the Declarant and the Association, the same shall not prevent the commencement of voting rights for each Condominium in the Project. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws and any Rules and Regulations governing the Project.

Any provision in the Governing Instruments calling for membership approval of action to be taken by the Association, except provisions with respect to the action to enforce the obligations of Declarant under any completion bond, shall expressly require the vote or written assent of the prescribed percentage of each class of membership during the time that there are two outstanding classes of membership. Except with respect to the action to enforce the obligations of Declarant under any completion bond, any requirement in the Governing Instruments that the vote of Declarant shall be excluded in any such determination, shall be applicable only if there has been a conversion

of Class B members to Class A members, and the same shall be read as requiring the prescribed percentage of the Class A members and the prescribed percentage of the Class A members other than Declarant.

Section 4. Joint Owner Disputes. Each Owner shall designate one Voting Owner. There shall be only one Voting Owner for each Condominium. The Voting Owner shall be designated by the record Owner or Owners of each Condominium, by written notice to the Association, or the Manager. Said designation of a Voting Owner of a Condominium shall be revocable at any time by actual notice to the Association or the Manager, of the death or judicially declared incompetence of any record Owner, or by written instrument delivered to the Manager by any record Owner. Where no designation is made or where a designation has been made but is revoked and no new designation made, the Voting Owner of each Condominium shall be the group composed of its record Owners. If the joint Owners are unable to agree as to how their vote shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Condominium. If more than one (1) person exercises the voting rights for a particular Condominium, their votes shall not be counted and shall be deemed void. Declarant shall be the Voting Owner with respect to any Condominium owned by it from time to time.

Section 5. First Meeting of Owners. The first organization meeting of the Owners shall be held within forty-five (45) days after consummation of the sale of the Condominium in the Project which represents the 51st percentile of all Condominiums under the first public report for the Project, provided that the first public report authorizes the sale of fifty (50) Condominiums or more in the Project. However, regardless of the number of Condominiums, in no event shall the first meeting be held later than six (6) months from the transfer and conveyance of the first Condominium in the Project. Thereafter, annual meetings of such Owners shall be held in accordance with the Bylaws of the Association.

ARTICLE V

Management and Administration

Section 1. Administration of Project. The management and administration of the Project shall be in accordance with this Declaration, the Articles of Incorporation, the Bylaws of the Association and any Rules and Regulations governing the Project as the same may be amended from time to time.

Section 2. Authority of Board. After the sale of the first Condominium in the Project and prior to the first meeting of Members, and thereafter until their successors are elected, the initial Board elected by Declarant, or their duly appointed successors, shall manage the affairs of the Association and the obligations and debts incurred in connection therewith shall be those 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, the maintenance, repair and replacement of the Common Area and all facilities and equipment located thereon and shall have the sole power and duty to perform and carry out the powers and duties of the Association as set forth in this

Declaration, the Articles and the Bylaws, together with the powers and duties otherwise expressly delegated to the Board by this Declaration or the Bylaws, except for action or activity expressly set forth herein or in the Bylaws, the Articles or the California Corporations Code as requiring the vote or assent of the Members of the Association or a given percentage thereof. Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

A. Employ the services of personnel necessary to operate and maintain the Project, fix and pay their compensation, and oversee and control such management and otherwise delegate its powers to committees, officers and/or employees.

B. Contract and pay for the Common Expenses and such labor and materials as may be reasonably required to maintain the Common Area and the buildings, to provide lateral support therefor and prevent and correct erosion thereof.

C. Acquire and maintain and pay for any required services such as: water, sewer, refuse collection, electrical, telephone and gas, and other necessary utility services for the Common Area and (if not separately metered or charged) for the Units, as well as maintenance and gardening service for the Common Areas and Units.

D. Enforce the applicable provisions of the Declaration, Bylaws, Rules and Regulations and other instruments for the management and control of the Project.

E. Pay all taxes, charges and assessments levied or which could become a lien against the Common Area (except for charges levied solely against an Owner and/or the undivided interest of an Owner, which charges shall be paid by such Owner).

F. Use, in the discretion of the Board, the funds paid by Owners as maintenance charges, as hereinafter more fully provided.

G. Provide financial statements of the Association to Owners as provided in the Bylaws of the Association.

H. Enter any living area, or any portion of the Common Area or Exclusive Use Common Area, when necessary, in connection with any maintenance or construction for which the Board is responsible therein subject to the conditions set forth in Article XV.

I. Contract and pay for fire, casualty, liability and other insurance on behalf of the Association as hereinafter provided.

J. Hire and pay for legal and accounting services necessary or proper in the operation of the Project or enforcement of these restrictions, the Bylaws, Articles and any Rules and Regulations governing the Project.

K. Except as herein otherwise provided, continually paint, maintain, repair, and keep in good condition the Common Area and equipment and Improvements thereon, including maintenance of all perimeter walls, landscaping, signage, paved surfaces, exterior building wall surfaces, onsite amenities, all appurtenant exclusive easements forming a part of any Condominium, roof, and all facilities and improvements therein and acquire and maintain such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper. The Association shall also have the obligation to repair, waterproof and paint an Owner's balcony; however, the Owner shall have the obligation to maintain the balcony in a neat and clean condition. If the need for the repair, repainting or waterproofing is due to the negligence of the Owner or his Occupants, the Owner shall be liable to pay the cost of the repairs. The Board shall exercise such authority and perform such duties on behalf of the Owners with a view toward preserving the attractiveness of the Project as a whole and maintaining, insofar as may be practicable, the architectural style and the color scheme established by Declarant. It is further understood that each Owner shall have the primary obligation to paint, maintain and repair the interior of his Unit subject to the restrictions and provisions provided for herein, but if he fails to do so, the Association may, but shall not be required to, effect the repair or maintenance thereof and charge the costs thereof to the defaulting Owner; provided, however, that the Association may not effect such repair or maintenance unless the Board shall first give notice of such intent to the Owner and the Owner shall have an opportunity for hearing before the Board and the Board shall approve the proposed repair or maintenance by a two-thirds (2/3) vote. Except for any damage caused by an Owner or members of his family, his tenants, guests, or invitees, no Owner shall have any obligation with respect to painting and repair of any portion of the Common Area, including Exclusive Use Common Areas.

L. Provide, acquire and pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board may be required to secure to pay for pursuant to the terms of these restrictions, or Bylaws, or which the Board in its opinion shall deem necessary, proper, or convenient for the operation of the Project, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for a single Condominium or only several but not all Condominiums, the cost thereof shall be specifically assessed to the Owner or Owners of such Condominiums.

M. Pay any amount necessary to discharge any lien or encumbrance levied against the Project, or any part thereof, which may, in the opinion of the Board, constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it.

N. Until such time as property taxes are separately assessed to each individual Owner, the Board may pay such property taxes singly assessed against the Project as a whole and collect the same from each Owner pro rata based on the undivided interest owned by each Owner in the Common Area.

O. Comply with all applicable laws and orders and directives of any lawful authority.

P. The Board shall have the right to and shall receive complaints and hold hearings concerning violations of this Declaration, the Bylaws and/or other Rules and Regulations governing the management and control of the Association and the Project. The Board shall have the right to suspend the voting rights and right to use of the recreation facilities, if any, of an Owner for any period during which any assessment against his interest in the Project remains unpaid and delinquent. The Board may also impose monetary penalties and/or suspend the voting rights and right to use of the recreational facilities, if any, for any other infraction of this Declaration or the Bylaws or the Rules and Regulations of the Association. All procedures for notice and hearing to the accused Owner pursuant to this Paragraph P shall be as set forth in the Bylaws of the Association. A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the Declaration, or Bylaws, or Rules and Regulations of the Association or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage of Common Areas and facilities for which the member was allegedly responsible, or in bringing the member and his interest in the Project into compliance with the aforescribed governing instruments, may not be characterized nor treated as an assessment which may become a lien against the member's interest in the Project enforceable by a sale of the interest in accordance with the provisions of §§2924, 2924(b) and 2924(c) of the *Civil Code*.

Q. The Association shall have the power to grant and convey to any third party permits, licenses, easements and rights of way in, on, over or under the Common Area 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, and any similar public or quasi-public Improvements or facilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project, and each purchaser, in accepting a deed to a Condominium, expressly consents to the granting of the same. However, no such easements can be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his Condominium, any exclusive use easements over any Common Area appurtenant to the Condominium, or any recreational facilities of the Project.

R. The Board shall, within ten (10) days of the mailing or delivery of a written request by an Owner, prospective purchaser of a Condominium, any First Mortgagee or the holders, insurers or guarantors of a First Mortgage on any Condominium provide such requesting party with a copy of this Declaration and the Association's Bylaws, Articles, Rules and Regulations and all other books, records and financial statements of the Association. The Board shall also make available to a requesting party a true statement in writing as to the amount of any delinquent assessments, penalties, attorneys fees and other charges due and owing from the Owner in connection with his Condominium as of the date of the request. The Board may impose a fee for providing such documents and statement, but in no event shall the fee exceed the reasonable cost to prepare and reproduce the requested documents.

S. Borrow and to incur indebtedness for the benefit of the Association and to cause execution and delivery in the Association's name of promissory notes, bonds, debentures, Deeds of Trust, Mortgages, pledges, or other evidence of indebtedness or security therefor.

T. Permit utility suppliers to use portions of the Common Area reasonably necessary for the on-going development and operation of the Project.

U. **Keep the Common Area clean and free of debris and rubbish and promptly remove any graffiti from walls and other surfaces.**

Section 3. Restrictions on Power of the Board. The Board and Declarant are hereby precluded from taking any of the following actions except with assent, by vote at a meeting of the Association or by written ballot without a meeting pursuant to Corporations Code §7513, of a simple majority of the Members other than Declarant, constituting a quorum consisting of more than fifty percent (50%) of the Voting Power of the Association residing in Members other than Declarant:

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

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

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

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

(d) Lease agreements for laundry room fixtures and equipment of not to exceed five (5) years duration provided that the lessor under the agreement is not an entity in which Declarant has a direct or indirect ownership interest of ten percent (10%) or more.

(e) Agreements for cable television services and equipment or satellite dish television services and equipment of not to exceed five (5) years duration provided that the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more.

(f) Agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five (5) years duration provided that the supplier or suppliers are not entities in which Declarant has a direct or indirect ownership interest of ten percent (10%), or more.

(g) A contract for a term not to exceed three (3) years that is terminable by the Association after no longer than one (1) year without cause, penalty or other obligation upon ninety (90) days written notice of termination to the other party.

(h) Such other contracts which may from time to time be permitted by the regulations of the Real Estate Commissioner of the State of California.

Notwithstanding the foregoing, any agreement for professional management of the Project, or any other contract providing for services by the Declarant, Sponsor or Builder, may not exceed one (1) year and must provide for termination by either party, without cause, and without payment of a termination fee on thirty (30) days, or less, written notice.

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

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

(4) Paying compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board of Directors may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 4. Personal Liability. No Member of the Board or of any committee of the Association, or any officer of the Association, or the Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager or any other representative or employee of the Association, the Declarant, or the Architectural Committee, if any, or any other committee, or any officer of the Association, or any member or officer of the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without wilful or intentional misconduct.

Section 5. Indemnification for Performance of Duties. Every Member of the Board of Directors, 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, proceedings, 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, or the Board of Directors whether or not he continues to be such Director, officer, or Member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall finally be adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for wilful

misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of, all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such persons.

In the event the Association is required to pay any such costs, expenses, or liabilities, the Association shall be entitled to assess all Owners for the amount so expended in the manner hereinafter provided for special assessments and such assessments need not be first approved by the vote of the Owners.

Section 6. Certificate of Board of Directors. Any certificate executed by any two (2) members of the Board shall be conclusive proof of all matters contained in the certificate as to any act or non-act of the Association and/or the Board, or any of their respective committees or agents, or as to the performance or non-performance of any act of any Owner, or non-payment or payment of any dues, fees, charges, assessments, interest, costs, or penalties, or as to any matters contained in the records of the Association or said Board. A reasonable charge may be imposed by the Board of Directors for the issuance of each Certificate.

Section 7. Association Rules and Regulations. The Board shall also have the power to adopt, amend and repeal Rules and Regulations, as it deems reasonable, which shall govern matters in furtherance of the purposes of the Association, including without limitation, the use of the Common Area, signs, parking restrictions and enforcement, control of pets, storage, trash collection, minimum standards for maintenance of Units consistent with such standards as may be set forth in this Declaration or adopted by the Board, and any other matter which is within the jurisdiction of the Association; provided, however, that the Rules and Regulations may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. Such Rules and Regulations may provide that the Owner whose Occupants leave property on the Common Area in violation of the rules, or who otherwise violate the Rules and Regulations in any manner may be assessed to cover the expense incurred by the Board, in removing such property and storing or disposing thereof or may be fined for violation of the rules after a hearing upon notice and approval of the majority of the Board. The Board may provide in such Rules and Regulations for reasonable rental charges to be made with respect to the use of any storage areas or facilities which may exist upon the Common Area, provided that such charge shall in no way, impose liability upon the Board or any of its Members for damages or loss to property so stored, it being intended that the use of any such storage area or facility be solely at the risk of the person using the same. A copy of the Rules and Regulations as they may, from time to time, be adopted, amended or repealed, or a notice setting forth the adoption, amendment or repeal of specific portions of the Rules and Regulations, shall be delivered to each Owner. The Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration, and shall be binding on the Owners and their successors in interest, whether or not actually received thereby. The Rules and Regulations, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner upon request. In the event of any conflict between any such Rules and Regulations and any other provisions

of this Declaration, or the Articles or Bylaws, the provisions of the Rules and Regulations shall be deemed to be superseded.

Section B. Common Area.

A. Commencement of Association Responsibilities. The Association's responsibility to maintain the Common Area shall commence concurrently with the commencement and control of Regular Monthly Assessments subject to the terms and provisions of any subsidy or maintenance agreement which may have been entered into by and between Declarant and the Association. Notwithstanding the foregoing, the contractors or subcontractors of Declarant may be contractually obligated to maintain the landscaping or other improvements on the Common Area for a specified period of time. The Association shall not interfere with the performance of such warranty or other contractual maintenance obligations. Maintenance performed by such contractors or subcontractors of Declarant shall not serve to postpone the commencement of Regular Monthly Assessments pursuant to this Declaration, nor entitle an Owner to claim any offset or reduction in the amount of such Regular Monthly Assessments.

B. Disputes. In the event that a dispute arises between Declarant and the Association with respect to the nature, design, quality or quantity of any of the Improvements in the Common Area of the Project, or the acceptance of maintenance responsibilities therefor, the Association shall be obligated to undertake maintenance responsibilities pending resolution of the dispute as hereafter provided.

ARTICLE VI

Maintenance Assessments and Capital Contribution

Section 1. Assessments. Declarant, for each Condominium owned by it within the Project, hereby covenants, and each Owner of any Condominium within the Project, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association: (1) Regular Monthly Assessments or charges which shall include an amount necessary to establish an adequate reserve fund for maintenance, repairs and replacement of Common Area Improvements; (2) Special Assessments for capital improvements, emergencies and to cover any costs of the Association not covered by Annual Assessments; and (3) Compliance Assessments which are levied against an Owner, or group of Owners, but less than all Owners, for monetary obligations or liabilities of an Owner (other than Regular and Special Assessments) due in accordance with management documents of the Association; such assessments to be fixed, established and collected from time to time, as hereinafter provided. Each such assessment (and all other assessments levied in accordance with this Declaration), together with late charges, interest, costs, penalties and reasonable attorneys fees, as provided for by this Declaration, shall be the joint and several personal obligation of each person who was an Owner of such Condominium at the time the assessment fell due. The personal obligations for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, for the maintenance and repair of the Project in a first class condition related to the use and enjoyment of the Common Area including any recreational facilities located thereon, to the extent provided for herein, of the Condominiums situated in the Project. The Association shall not impose or collect an assessment, penalty or fee that exceeds the amount necessary for the purpose or purposes for which it is levied.

Section 3. Regular Monthly Assessments. Subject to any maintenance or subsidy agreement, Regular Monthly Assessments shall commence for all Condominiums, including those owned by Declarant, commencing on the date of the first conveyance of an interest in the Common Areas of the Project pursuant to authority of a Final Subdivision Public Report issued by the California Bureau of Real Estate and, thereafter, shall be due and payable in advance on the first day of each month, without notice.

Section 4. Change of Regular Monthly Assessments and Special Assessments. Changes in regular Monthly Assessments and Special Assessments may be made only as provided in this Declaration, and the Bylaws, subject to the Regulations of the California Bureau of Real Estate and the laws of the State of California.

Section 5. Special Assessments.

A. If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, emergency situations, unanticipated delinquencies, costs of construction, reconstruction, unexpected repairs, replacement of or new capital improvements, the Board shall determine the approximate amount necessary to defray such expenses and said amount shall become a Special Assessment to the Owners.

B. An "emergency situation" includes the following:

- (1) An extraordinary expense required by an order of a court;
- (2) Restoration of funds transferred from any Reserve Fund to be the applicable Operating Fund, as required by §5515 of the California Civil Code;
- (3) An extraordinary expense necessary to repair or maintain the Project or any portion thereof for which the Association is responsible where a threat to personal safety on the property is discovered; or
- (4) An extraordinary expense necessary to repair or maintain the Project or any portion thereof for which the Association is responsible that could not have been reasonably foreseen by the Board when preparing the Budget, or the summary thereof. Prior to the imposition or collection of an Assessment pursuant to this subparagraph, 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. The resolution shall be distributed to the Members with the notice of Assessment.

Section 6. Special and Compliance Assessments. Special and Compliance Assessments shall be due and payable in full thirty (30) days after appropriate notice thereof has been given to the Owners unless otherwise provided by the Board. Regular Monthly Assessments shall be due and payable on the first (1st) day of each month without notice.

Section 7. Rate of Assessments.

A. Regular Monthly Assessments shall be assessed equally to the Owners.

B. Special Assessments shall be assessed equally to the Owners.

C. Compliance Assessments shall be assessed in full only against the Owner(s) liable therefor. The Board shall have the right after notice and an opportunity for a hearing which satisfy the requirements of §7341 of the California Corporations Code as provided in the Bylaws, to establish a Compliance Assessment on a single Owner or group of Owners, if the same be required to secure or satisfy any breach of this Declaration, the Articles, Bylaws or Rules and Regulations of the Association, by said Owner or Owners, which breach shall require or has required an expenditure by the Board for repair or remedy, including but not limited to, the violation of, or failure of such Owner to comply with any applicable laws or directives of any lawful authority.

Section 8. Notice of Change in Assessments. The Board of Directors shall provide notice by first class mail to the Owners of a Condominium of any increase in the Annual or Special Assessments of the Association, not less than thirty (30) nor more than sixty (60) days prior to the increased assessment becoming due.

Section 9. Bank Accounts. Assessment charges so collected shall be promptly deposited in a bank or savings account, in a bank or savings and loan association to be selected by the Board, which account or accounts shall be under the name of the Association. The Board, and any officer of the Association or other person or firm designated by the Board, shall have exclusive control of said account or accounts, and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from any of said accounts except to pay for the charges and expenses or otherwise provide for the common benefit of all Owners.

The Board shall establish two (2) separate accounts into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under this Declaration. Each of the accounts shall be established as a separate savings or checking account at a bank or savings institution. The accounts shall include: (i) an operating fund for current common expenses of the Association, and (ii) a fund for reserves for capital improvements, replacements, painting and repair of the Common Areas (which cannot normally be expected to occur on an annual basis). The Board shall not commingle any

amounts deposited into either of the above accounts with one another. Nothing contained herein shall limit, preclude, or impair the establishment of additional maintenance funds by the Association, so long as the amounts assessed to, deposited into, and disbursed from any such fund are earmarked for specified purposes authorized by this Declaration.

Section 10. No Offsets. All assessments shall be payable in the amount specified in the notice of assessment and no offsets against such amount shall be permitted for any reason.

Section 11. Maintenance and/or Subsidy Agreement. In the event that Declarant has entered into a subsidy agreement or a maintenance agreement with the Association, which has been approved by the California Bureau of Real Estate, monthly assessments may be reduced and/or abated in accordance with such agreements.

Section 12. Declarant's Obligation to Pay Assessments - Record Maintenance. The Declarant shall maintain or cause to be maintained in accordance with generally accepted accounting practices, records of:

A. All assessments paid by Declarant to the Association as an Owner of Condominiums in the Project.

B. All expenditures claimed by Declarant as offsets or credits against assessments owed.

C. Association receipts, expenditures and disbursements if Declarant has not turned over such records to the Association.

Such records shall be made available for examination, inspection and copying by the California Commissioner of Real Estate or his or her designated representative upon request during regular business hours. The Declarant's obligation to maintain or cause to be maintained, the records described in A, B or C above shall terminate upon the earlier of (i) the conveyance of the last subdivision interest in the Project covered by a Subdivision Public Report; or (ii) three (3) years after the expiration of the most recent Public Report on the subdivision.

Section 13. Exemption From Certain Assessments. Declarant, and its successor in interest, if any, is an Owner subject to the payment of Regular and Special Assessments against Condominiums which it owns provided, however, that Declarant and any other Owner of a Condominium which does not include a structural improvement for human occupancy shall be exempted from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and the use of the structural improvements. The exemption may include, but shall not necessarily be limited to, roof replacement, exterior maintenance, walkway and carport lighting, refuse disposal, cable television, and domestic water supplied to living Units.

A. Any exemption from the payment of assessments attributed to Condominiums shall be in effect only until the earliest of the following events:

- has been recorded.
- (i) A notice of completion of the structural improvements
 - (ii) Occupation or use of the Condominium.
 - (iii) Completion of all elements of the residential structures which the Association is obligated to maintain.

B. Developer and any other Owner of a subdivision interest may be exempted by the Governing Instruments from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time assessments commence. Any exemption from the payment of assessments attributed to common facilities shall be in effect only until the earliest of the following events:

- (i) A notice of completion of the common facility has been recorded,
- (ii) The common facility has been placed into use.

Section 14. Assessments - Debt of Owner. Each Owner shall be given written notice of all assessments against his Condominium and the date upon which assessments are payable. All assessments shall be the personal debt of the Owner assessed, including Declarant. Personal liability for assessments shall be prorated to the date upon which the ownership of a Condominium is transferred as evidenced by recording of documents of transfer, if such documents are recorded. No transfer of ownership shall have any effect upon the assessment lien provided for herein.

Section 15. Notice of Assessments and Foreclosure. During the sixty (60) day period immediately preceding the beginning of the Association's fiscal year, the Association shall distribute to each Member of the Association a notice in at least twelve (12) point type regarding Assessments, foreclosure, payments and meetings and payment plans. The notice shall contain the information and otherwise be in compliance with §5730(a) of the California Civil Code.

Section 16. Limitation on Increase in Regular Assessments and Special Assessments. The Board may not impose an increase in Regular Monthly Assessments that is more than twenty percent (20%) greater than the Regular Monthly Assessment for the preceding fiscal year or impose a Special Assessment which, in the aggregate, exceeds five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of a majority of a quorum of Members at a member meeting or election. If the Regulations of the BRE should hereafter change the permitted percentage of increase of Regular and Special Assessment without approval of a majority of a quorum of Members, this Section 16 shall be automatically amended to conform to such change.

Section 17. Capital Contributions. Upon close of escrow for the sale of each Condominium, the purchaser of the Condominium will be required to contribute the sum of One Thousand Dollars (\$1,000.00) to the capital of the Association. The One Thousand

Dollars (\$1,000.00) shall not be recoverable and shall not serve to delay or reduce the Assessments required to be paid by such purchaser for his Condominium.

ARTICLE VII

Liens

Section 1. Notice of Assessments

A. Notice of the amount of any special assessment imposed by the Association shall be mailed to each Owner not less than thirty (30) days prior to the date the assessment or charge becomes due and payable.

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

Section 2. Default; Late Charge; Interest. Fifteen (15) days after any general or special assessment is due and payable, but remains unpaid or not otherwise satisfied, it shall be and become delinquent and shall so continue until the amount of the assessment, together with all costs, late charges and interest as herein provided, have been fully paid or otherwise satisfied. The Board may establish a reasonable charge for late payment of any assessment to defray the additional administration costs a late payment may cause, subject to the limitations as set forth in Civil Code §5650(b), which currently provides that a late charge shall not exceed ten percent (10%) of the delinquent assessment or Ten Dollars (\$10.00), whichever is greater. Such late charges may be imposed at any time after any assessment has become delinquent. Interest shall accrue at the rate of twelve percent (12%) per annum upon all unpaid assessments commencing thirty (30) days after the assessment becomes due.

Section 3. Notice of Delinquency. At any time after any general or special assessment against a Condominium has become delinquent, the Association may record a lien for delinquent assessments (a "Lien") as to such Condominium; provided, however, that at least thirty (30) days before recording the Lien, the Association shall have provided the Owner of such Condominium, in writing, by certified mail, with all of the information required pursuant to California Civil Code §§5650(a) and 5650 (a "Notice of Delinquency").

Section 4. Lien for Delinquent Assessments. On or after thirty (30) days from the delivery of a Notice of Delinquency, as described in Section 3 above, the Association may record a Lien as to such Condominium.

A. Immediately upon the recording of a Lien, the amount of the delinquent assessments, plus any costs of collection, late charges, and interest assessed shall become a Lien on the Owner's Condominium, which Lien shall continue until the amount of such delinquency and the interest, costs and late charges accrued thereon have been fully paid or otherwise satisfied or the Lien foreclosed as provided therein. The

recorded Lien shall include all information required pursuant to California Civil Code §§5675(a)-(e), 5685 and 5725(a).

B. Such Lien shall be signed by an Officer and a copy thereof shall be mailed, by certified mail, to every Owner no later than ten (10) calendar days after recordation. The decision to record a Lien shall be made only by the Board and may not be delegated to any agent of the Association. The Board shall approve the decision by a majority vote of the Directors in an open meeting of the Board. The Board shall record the vote in the minutes of that meeting.

C. In addition to the requirements of this Section 4, notice of a recorded Lien shall be served by the Association on the Owner's legal representative in accordance with the manner of service of summons described in Article 3 (commencing with §415.10) of Chapter 4 of Title 5 of Part 2 of the California Code of Civil Procedure.

D. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by this Section 4 to the secondary address provided. The Association shall notify Owners of their right to submit secondary addresses to the Association, at the time the Association issues the pro forma operating budget. An Owner's request identifying a secondary address for purposes of collection notices shall be in writing and shall be mailed to the Association in a manner provided herein for Notices. The Owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

E. An Owner may submit a written request to meet with the Board to discuss a payment plan for the delinquency. The Association shall provide Owners with the standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the date of the postmark of the Owner's notice. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.

F. Any payments received shall first be applied to the assessments owing, and then to the fees and costs of collection, attorneys' fees, late charges and interest. When an Owner makes a payment, he/she may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it.

G. Within twenty-one (21) days of the payment of the sums specified in a recorded Lien, or upon other satisfaction thereof, the Association shall record, or cause to be recorded, a Lien release or notice of rescission and provide the Owner with a copy of the Lien release or notice that the delinquent assessment has been satisfied. The foregoing procedures and the provisions of the remainder of this Article, insofar as they relate to creation of a Lien against a Condominium and the enforcement thereof by the sale of the Condominium in accordance with the provisions of §§2924, 2924(b), 2924(c) and 2934(a) of the California Civil Code, are inapplicable in the instance

of any enforcement of special assessments made pursuant to the provisions of this Declaration.

Section 5. Enforcement of Lien; Attorneys' Fees. Except as otherwise provided in Civil Code §§5735(a) and (b), 5700(a) and 5710(a) and (c), each Lien created pursuant to the provisions of this Declaration may be enforced in any manner permitted by law, including sale by the court, the Association, the trustee or other person authorized to make the sale after the expiration of thirty (30) days following recording of the Lien; provided, however, that, pursuant to Civil Code §5720(b), a Lien in an amount less than One Thousand, Eight Hundred Dollars (\$1,800.00), not including any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, may not be enforced through judicial or nonjudicial foreclosure until: (i) the amount of the delinquent assessments secured by the Lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorneys' fees, or interest, equals or exceeds One Thousand, Eight Hundred Dollars (\$1,800.00) (or which other sum as may be permitted by law or governmental regulations); or (ii) the assessments secured by the Lien are more than twelve (12) months delinquent.

A. The decision to initiate foreclosure of a Lien for delinquent assessments that has been validly recorded shall be made only by the Board and may not be delegated to any agent of the Association. The Board shall approve the decision by a majority vote of the Directors in an executive session. The Board shall record the vote in the minutes of the next meeting of the Board open to all Owners. The Board shall maintain the confidentiality of the Owner of the Condominium subject to foreclosure by identifying the matter in the minutes by the parcel number of the property, rather than the name of the Owner. A Board vote to approve foreclosure of a Lien shall take place at least thirty (30) days prior to any public sale.

B. Prior to initiating foreclosure of a Lien the Association shall offer the Owner and, if so requested by the Owner, the right to participate in dispute resolution procedures as described in the Bylaws.

C. The sale of a Condominium pursuant to this Section 5 may be conducted in accordance with the provisions of §§2924, 2924(b), 2924(c) and 2934(a) of the California Civil Code, or in any other manner permitted by law. The Association may bring separate legal action to collect delinquent assessments without foreclosing such Lien and before the Association has recorded a Lien. In any action to collect delinquent assessments or to foreclose any Lien, the Association shall be entitled to costs, including reasonable attorneys' fees as determined by a court of competent jurisdiction, interest, and such late charges for delinquent assessments as shall have been established by the Board. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by him.

D. A nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption pursuant to California Civil Code §5715(b). The redemption period within which a Condominium may be redeemed from a foreclosure sale by the Owner will end ninety (90) days after the sale.

E. To facilitate collection of such delinquent assessments, fees and charges, the Association may record a statement of relevant information pursuant to [Civil Code §4210](#).

Section 6. Assessments and Liens Subordinated. Each and every Lien and assessment, together with any costs, late charges or interest established, reserved or imposed under this Declaration, shall be subordinated to any valid bona fide First Mortgage or First Trust Deed (and the Lien or title thereto) which has been or may hereafter be given in good faith and for value on any Condominium or property covered by this Declaration; provided, however, that any subsequent owner of any such Condominium shall be bound by the restrictions, conditions, covenants, reservations, Liens and charges set out in this Declaration or any modification thereof, whether obtained by foreclosure or Trust Deed sale or otherwise, not including, however, any Lien or assessment arising prior to any sale under any such Mortgage or Trust Deed.

Section 7. Payment of Taxes. The Association shall have the right, to the extent not paid by the Owners, to pay all real property taxes and assessments levied upon any part or portion of the Project by a duly authorized governmental or quasi-governmental authority. The Association shall have the right to impose a Special Assessment and Lien against such portion of the Project for the amount paid by the Association pursuant to the right given by this Section 7. Such assessment and Lien imposed by the Association shall be enforced as provided in this Article.

Section 8. Statutory Compliance. It is the intent of Declarant that the above Project relating to prior notice, recordation and foreclosure of Liens against Condominiums in the Development be in compliance with applicable provisions and requirements of the Davis-Stirling Common Interest Development Act and other applicable statutes and regulations of the State of California. However, such statutory requirements are subject to change and the Board and Owners should regularly refer to the applicable provisions of the California Civil Code, as amended when providing Notices of Delinquency, and when recording or foreclosing Liens on any Condominium in connection with such delinquent assessments, in order to ensure that all such notices, recorded Liens and procedures relating to such Liens are in full compliance with applicable law.

Section 9. Alternate Legal Action; Settlement. Nothing in this Article shall prohibit actions by the Association against any Owner to recover sums specified in a Notice of Delinquency or sums for which a Lien is created, or from taking a deed in lieu of foreclosure.

Section 10. Prohibition Against Assignment. The Association may not voluntarily assign or pledge its right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of the Association to assign any unpaid obligations of a former member to a third party for purposes of collection.

Section 11. Lien Recorded in Error. If it is determined that a Lien previously recorded against the separate interest was recorded in error, the party who recorded the Lien shall, within twenty-one (21) calendar days after discovery, record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the Owner of the separate interest with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission.

Section 12. Failure to Comply. If the Association fails to comply with the procedures set forth in §§5650(a) and 5660 of the Civil Code, the Association shall, prior to recording a Lien, recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Owner of the Condominium.

Section 13. Additional Remedies. Such Lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Owners and the Board may have to enforce the provisions hereof.

ARTICLE VIII

Insurance

Section 1. Public Liability and Errors and Omissions Insurance. Comprehensive public liability insurance shall be purchased by the Board and shall be maintained in effect at all times, insuring the Association, any Manager, the Declarant and the Owners and occupants of Condominiums and their respective family members, guests, invitees, and the agents and employees of each and all holders of First Deeds of Trust encumbering the Condominiums within the Project, against any liability incident to the ownership or use of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of each of such insurance policies shall not be less than \$2,000,000 covering all claims arising out of a single occurrence.

Comprehensive public liability insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

The Board shall, upon issuance or renewal of the insurance specified in this Section 1, but no less than annually, notify the Owners as to the amount and type of insurance carried by the Association, and it shall accompany this notification with statements to the effect that the Association is, or is not, insured to the levels specified by this Section and that if not so insured, Owners may be individually liable for the entire amount of a judgment, and if the Association is insured to the levels specified in this Section, then Owners may be individually liable only for their proportionate share of assessments levied to pay the amount of any judgment which exceeds the limits of the Association's insurance.

Section 2. Fire, Extended Coverage and Earthquake. A master or blanket policy of fire insurance for one hundred percent (100%) of current replacement cost of all of the Improvements within the Common Area of the Project (excluding land, foundation and excavation) shall be purchased by the Association and shall be maintained in effect at all times. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional Mortgagees. If more than one institutional Mortgagee has a loan of record against the Project, or any part of it, the policy and endorsements shall meet the maximum standards of the various institutional Mortgagees represented in the Project. The policy shall contain an Agreed Amount Endorsement or its equivalent – an Inflation Guard Endorsement, if available, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement, a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild, a severability of interest provision, cross liability endorsement and waiver of subrogation as to the Association and its officers, directors, members, guests, agents and employees. Earthquake coverage need not be included unless requested in writing by Owners owning a majority of the Condominiums in the Project. The policy or policies shall be in the amounts as shall be determined by the Board. The policy shall name as insured the Association, for the use and benefit of the Owners and the Declarant, as long as Declarant is the Owner of a Condominium and all institutional Mortgagees as their respective interests may appear, and shall contain a loss payable endorsement in favor of the Trustee or the Board, as applicable. All policies shall contain such other endorsements and be in such form as shall meet the requirements of any Eligible Mortgage Holder and the guarantor, insurer or subsidizer of any Eligible Mortgage Holder.

Section 3. Proceeds Payable to Trustee. All insurance proceeds payable under Section 2 shall be paid to a Trustee, to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear pursuant to the Article herein relating to "Destruction of Improvements". The policy must also contain the standard mortgage clause and name as mortgagee, if applicable, either Federal National Mortgage Association ("FNMA") or the servicers for FNMA mortgages or its successors and assigns. The Trustee shall be appointed by the Board and shall be a commercial bank and/or trust company in the county in which the Project is located which agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

Notwithstanding the foregoing, if the proceeds from a single claim do not exceed Twenty-Five Thousand Dollars (\$25,000) such proceeds shall be paid to the Association to be used for repair and reconstruction. If the Board fails to appoint a Trustee, the proceeds shall be paid to the Association.

Section 4. Insurance by Owner. Except as provided in this Section 4, no Owner can separately insure his Unit or any part of it against loss by fire or other casualty covered by an insurance carrier under the fire and extended coverage insurance policy carried by the Association. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of Section 2 that result from the existence of such other insurance will be chargeable to the Owner who acquired other insurance, and the Owner will be liable to the Association to the extent of any such diminution. An Owner

can insure his personal property against loss. In addition, any improvements made by an Owner within his Unit may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association and Declarant. An Owner may also carry public liability insurance covering his individual liability for damage to persons or property occurring within his Unit.

All Owners are advised to purchase insurance to cover their personal property and improvements within their Units. Owners are also advised to insure all wall coverings, flooring, cabinetry and the like as the fire insurance policy carried by the Association may be a "bare walls" type policy that will not cover such improvements. Owners are also advised to seek the advice of a knowledgeable insurance expert as to coverage that may be available to offer additional protection. "Loss Assessment" coverage, which insures the Owners for certain special assessments which might be imposed against them should also be purchased for additional protection.

Section 5. Fidelity Bonds. The Board shall obtain fidelity bond coverage on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees, employees and agents of the Association and employees of the professional managing agent of the Association, whether or not such persons are compensated for their services. The bond shall be in an amount as set forth in the Bylaws.

Section 6. Directors and Officers. The Board shall also cause to be obtained and maintained directors and officers liability coverage with a limit of not less than One Million Dollars (\$1,000,000.00) for individual liability of officers and directors of the Association for negligent acts or omissions in that capacity.

Section 7. Additional Insurance. The Board may, and if required by any Mortgagee or Eligible Insurer or Guarantor, or by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild, steamboiler coverage providing at least \$50,000 coverage for each accident, and a blanket policy of flood insurance. The Board shall also purchase and maintain: worker's compensation insurance, to the extent that it is required by law, for all employees of the Association; and any other insurance as it deems necessary or that is required by any Mortgagee.

Section 8. Authority of Board. Each member of the Board is appointed attorney in fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to compromise and settle any claim or endorse any claim by legal action or otherwise and to execute releases in favor of any insurer.

Section 9. Annual Review by Board. The Board shall determine annually whether the amounts and types of insurance it has obtained provide adequate coverage for the

Project, Owners, Mortgagees and the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

Section 10. Notice of Cancellation. Any policy obtained by the Association must provide that it may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Eligible Mortgage Holder listed as a scheduled holder of a First Mortgage in the policy.

Section 11. Increase in Premiums. If an Owner uses his Unit in any manner which causes an increase in the premiums on the insurance required to be maintained by the Association, the amount of the increase shall be paid by the Owner(s) responsible for such increase.

ARTICLE IX

Destruction of Improvements

Section 1. Partial Damage. In the event any Improvements or any fixtures or personal property in the Project owned in common are partially destroyed by fire or other casualty, or by partial condemnation, it shall be the duty of the Board to restore and repair the same to its former condition, as promptly as practicable and in a lawful and workmanlike manner. The proceeds of any insurance shall be made available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such partial reconstruction shall be less than seventy-five percent (75%) of the cost of the repair or construction and/or in the event such destruction is in an amount equal to fifty percent (50%) or more of the total value of the entire Improvements on the Project, the Owners of individual Condominiums, by vote of the Owners holding seventy-five percent (75%) of the Voting Power of all Members in each class of membership, in person or by proxy, at a duly constituted meeting, shall determine whether the Board shall be authorized to proceed with such partial reconstruction or not, and in the event of an affirmative vote, a Special Assessment of the Owners may be levied to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purposes. Such assessment shall be assessed against Owners upon the basis of the ratio of the square footage of the floor area of the Dwelling in the Condominium to be assessed to the total square footage of the floor area of all Dwellings in the Condominiums to be assessed. In the event of a determination by the Owners that the cost of such reconstruction would be so substantial that it would not be in their best interests to proceed with the same, the Owners may, in their discretion, proceed as provided hereinafter.

Section 2. Total Destruction. In the event of the total destruction of the Improvements on the Property, the Owners, by the requisite vote as set forth in Section 1 above, shall likewise have the authority to determine whether said Improvements shall be rebuilt, or whether the Property shall be sold. In the event of the determination to rebuild and if the insurance proceeds shall be insufficient for the same, the necessary funds shall be raised by Special Assessment of the Owners as provided in Section 1 above.

Section 3. Determination to Rebuild. In the event of a destruction, whether partial or total, and whether by fire or other casualty or partial condemnation, and in the further event of a reconstruction, the Board shall be authorized to have prepared the necessary plans, specifications and maps, and to execute the necessary documents to effect such reconstruction as promptly as practicable, and in a lawful and workmanlike manner. Such reconstruction shall be in conformity with all applicable governmental regulations. A certificate of the resolution authorizing such reconstruction shall be filed by the Board with the county recorder within six (6) months from the date of such destruction, or if they do not, by any Owner and in the event of the failure to record such certificate within said period, it shall be conclusively presumed that the Owners have determined not to rebuild said Improvements. Any restoration or repair of the Project shall be performed substantially in accordance with the Declaration and the original plans and specifications unless other action is approved by Eligible Mortgage Holders on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to Eligible Mortgage Holders.

Section 4. Determination Not to Rebuild. In the event of a determination not to rebuild, the Board shall be authorized to have prepared and to have filed, as promptly as practicable, a corrected subdivision map, (approved by the appropriate governmental authorities), converting the Property into an unimproved parcel of land, which shall be offered for sale, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Owners as a whole on the Property shall be distributed to the Owners in the proportions in which the fair market value of each Condominium bears to the fair market value of all Condominiums in the Project, provided that if at the time of distribution there is due and owing any encumbrance on any individual Condominium, executed in good faith and for value, the balance of such encumbrance shall first be paid before the distribution of any proceeds to the Owner whose Condominium is so encumbered. For purposes hereof, fair market value of the Condominiums in the Project shall be determined at the time of the destruction by an independent, qualified and experienced real estate appraiser appointed by the Board of Directors and the cost of such appraisal shall be an expense of the Association. The Board, or any member thereof as shall be designated by the Board, is hereby irrevocably appointed as the attorney in fact for each Owner to make, execute and deliver on his behalf any and all documents necessary or convenient to effect and complete said sale including, but not limited to deeds, escrow instructions and the like.

In the event of a destruction of the Improvements and in the event of a determination not to rebuild the same, the Board, or if they do not, any Owner, shall record a sworn declaration with the County Recorder where the Project is located setting forth such decision. The recordation of such declaration shall determine and terminate the title of each Owner of his Condominium and such title shall forthwith merge in the interest of each Owner in the Common Area, and forthwith upon such recordation, all Owners shall be and become tenants in common of the entire Project.

Section 5. Repair of Interior Damage. Restoration and repair of the damage to the interior of any individual Dwelling shall be made by and at the individual expense of the Owner of said Dwelling and in the event of the determination to rebuild such partial or total

destruction, the same shall be completed as promptly as practicable and in a lawful and workmanlike manner.

Section 6. Termination of Covenant Against Partition. Six (6) months from the date of any partial or total destruction, if a certificate of a resolution to rebuild is not filed or recorded as hereinbefore provided, or if reconstruction is not actually commenced within said period, the covenant against partition provided herein shall terminate and be of no further force or effect.

Section 7. Owners Dispute. In the event of a dispute amongst the Owners with reference to the distribution of any of the proceeds received in connection with any damage or destruction of any of the improvements in the Project, or with reference to Special Assessments which may be levied pursuant to the provision of this Article IX, an Owner or the Board may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association and the decision thereof shall be final and conclusive upon all Owners.

ARTICLE X

Maintenance and Decoration of Buildings and Units

Section 1. Owners Maintenance. Each Owner shall have the exclusive right and duty, at his sole cost and expense, to maintain, repair, paint, repaint, paper, panel, plaster, tile, wax and finish, refinish or decorate the interior surfaces of the ceilings, floors, doors and perimeter walls of his Unit. An Owner shall be required to maintain the balcony, if any, which forms a part of his Condominium in a neat and clean condition; however, the repair, resurfacing, replacement, waterproofing and painting thereof shall be the obligation of the Association; provided, however, if the damage to an Owner's balcony is caused by acts of the Owner or his tenants, guests, family members and/or invitees, the cost of repair, paint and/or waterproofing shall be paid by the Owner.

Each Owner shall also have the exclusive right and duty, at his sole cost and expense to maintain, repair and replace, all glass and window breakage, screens and screen doors, shutters, awnings, window boxes, exterior doors, door frames, hardware attached to exterior doors and all permanent fixtures, appliances and equipment in his Unit, including but not limited to refrigerators, dishwashers, disposals, lighting fixtures, water heaters, ranges, fireplaces, air conditioning and heating equipment (including ducting) and elements or other fixtures located within a Unit or on the exterior of a Unit or on the roof thereof or otherwise situated in the Common Area but servicing only that Unit. In the event that air conditioning and heating equipment and elements or other fixtures are situated on the Common Area, an Owner is granted an easement for ingress and egress over the Common Area for purposes of maintaining the same; provided, however, nothing in this Article shall be construed as permitting any interference with or damage to the structural integrity of any Building, including piercing, altering or repairing bearing walls, ceilings, floors or other structural or utility bearing portions of the Project, and nothing in this Section shall be construed as eliminating the necessity of obtaining the consent of the Board as provided herein. In the event an Owner shall do anything with respect to his Unit or use his Unit in such manner that might have the effect of increasing the level of noise or

sounds that can be heard outside of his Unit or in the interior of other Units during his use and occupancy thereof, or which causes a continual disturbance or annoyance to any other Owner, as determined by the Board or independent third party, he shall be required at his own expense to complete measures to deaden, insulate and otherwise decrease the level of such noise or sounds to a sound level that does not cause an interference with the use and enjoyment by other Owners of their Units. In the event of any dispute as to the meaning or intent of, or as to whether an Owner or the Association shall be liable for the maintenance, repair or replacement of any item of furnishings, fixtures, equipment or machinery, or any portion of the Project or improvements thereon, the determination of the Board shall be conclusive as to all Owners.

Repair and maintenance of an Owner's Unit as may be occasioned by **the presence of wood-destroying pests or organisms shall be governed by §4780 of the California Civil Code.**

Section 2. Fixtures. Carpets, individual air conditioners, dishwashers, garbage disposals, ranges and ovens which may be physically located within any Unit shall be deemed to be fixtures and attached to the realty, but the upkeep, maintenance, repairs and replacement shall be the responsibility of the Owner and not of the Association. All other furnishings, furniture, drapes and appliances are personal property and shall not, during the term of these restrictions, become a part of the Property.

Section 3. Consent of Architectural Committee for Changes. Except as herein provided, no Owner shall, at his expense or otherwise, make any repairs or alterations to his Unit, visible from the exterior of his Unit, or the Common Area or any facilities or structures thereon, nor shall an Owner make any structural changes of any kind, without the prior written consent of the Architectural Committee provided for in this Declaration.

Section 4. Liens. No labor performed or services or materials furnished with consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the Project or against any other Condominium or Owner, or against the Common Area, unless such other Owner or the Board, as the case may be, has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by an Owner in the case of emergency repairs thereto, or in the case of an Owner failing to maintain those areas of the Project which he has the primary obligation to maintain hereunder. Labor performed or services or materials furnished for the Common Area, if duly authorized by the Board, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his Condominium from a lien against two or more Condominiums, or any part thereof, by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

ARTICLE XI

Use and Occupancy of Units and Common Area

Section 1. Single Family Use. Each Condominium shall be used as a residence for a Single Family and for no other purposes whatsoever. Individual Condominiums may not be subdivided nor may parts thereof be sold. Except for occupations and businesses which do not involve any visible signs or regular conspicuous business activity or which do not involve regular deliveries to or pick-ups from the Project, and which are conducted solely within the confines of the indoors of an Owner's Dwelling, and which do not normally involve customers, clients or patients who visit the Project or which do not otherwise interfere with the residential nature or character of the Project or the quiet enjoyment of other Owners and which comply with all laws and other governmental regulations, no part of any Unit shall ever be used or allowed to be used directly or indirectly for any business, commercial, manufacturing or mercantile or other non-residential use. Notwithstanding the foregoing, Condominiums owned by Declarant may be used by Declarant or its designees, as models, sales offices, construction offices and general offices for the purposes of developing, improving and selling Condominiums in the Project. The rights of Declarant pursuant to this Section shall be subject to the time limitations set forth in Article XIX.

Section 2. Rental of Condominium. Owners may lease or rent their Condominium upon appropriate written notice to the Board of such intent; provided, however, that (i) no Owner shall be permitted to lease or rent his Condominium for transient or hotel purposes and no such lease or rental shall be for a period of not less than thirty (30) days; (ii) any such lease or rental shall require the tenant thereof to comply in all respects with the Governing Documents (copies of which shall be given to the tenant by the Owner) and any failure by the tenant to so comply shall be a default under said lease or rental; (iii) a copy of the lease or rental agreement must be provided to the Board by the Owner and the Board shall be provided with the names and phone numbers of all tenants, including the tenants' family members who will occupy the Unit; (iv) each lease shall provide that upon notice to the tenant that the Owner is delinquent in payment of amounts due to the Association, the tenant shall thereafter pay rent due under the lease to the Association until all amounts due and owing to the Association have been paid; (v) if the tenant violates any provisions of any of the Governing Documents, such violation shall be deemed to be a violation by the Owner; and (vi) the Association may establish a maximum number of rental Units within the project; however, the percentage of rental Units may not exceed the current FHA condominium project owner-occupancy requirements.

Section 3. Common Area. Except as otherwise permitted herein, there shall be no obstruction of any portion of the Common Area nor shall anything be stored in the Common Area, even on a temporary basis, without the prior written consent of the Board unless the same be in an Owner's Exclusive Use Common Area and in accordance with the provisions hereof.

There shall be no use or occupancy of any part of the Common Area, except by the Owner, his family, tenants and guests and no Owner shall do, or cause to be done, anything in the Common Area that will deprive or restrict use thereof.

Nothing shall be done or kept in or upon any Unit or in the Common Area, which will increase the rate of insurance, without the prior written consent of the Board. No Owner shall permit anything to be done or kept on or within his Unit or in the Common Area, which will result in the cancellation of insurance on the Building or which would be in violation of any governmental statute, ordinance, rule or regulation.

No waste shall be committed in the Common Area and nothing shall be altered, installed or constructed in the Common Area without the consent of the Architectural Committee or the Board.

Section 4. Signs. No sign of any kind shall be displayed on the Common Area without the prior written consent of the Architectural Committee or the Board. The foregoing restriction shall not apply to signs or other displays used by Declarant, or its agents, in connection with the original or resale of Condominiums in the Project so long as Declarant shall own a Condominium in the Project.

An Owner shall be permitted to display a sign from his Unit which is of reasonable dimensions and design which has been approved by the Board and is in compliance with all governmental regulations, which advertises that the Unit is for sale, lease or exchange, directions to the Owner's Unit, the Owner's or his agent's name and the Owner's or his agent's address and telephone number and which in any case does not exceed eighteen (18) inches by twenty-four (24) inches and is placed in a location approved by the Board.

Section 5. External Items. No antennae (television, radio, satellite or of any sort), poles, wires (excluding telephone wiring), satellite dishes, solar panels, awnings, shutters, patio or balcony covers, or other external items or devices shall be located on or outside of any Unit, or in the Common Area including an Owner's Exclusive Use Common Area, except with the express written consent of the Architectural Committee, or the Board, and in compliance with all governmental regulations. Any of the foregoing items installed by Declarant shall be exempt from the foregoing requirements. Notwithstanding the foregoing, a video or television antenna, including a satellite dish that has a diagonal measurement of one meter or less may be installed subject to "reasonable restrictions" imposed by the Board, or the Architectural Committee. For purposes hereof, "reasonable restrictions" shall be as defined in §4725 of the Civil Code.

Section 6. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Project, except that an Owner shall be allowed to maintain either two (2) dogs or two (2) cats or one (1) of each species so long as the pet does not unreasonably annoy, molest, or inconvenience any other Owners, guests or other pets and provided that such pet or pets shall, if and when declared to be a nuisance by the Board shall forthwith be removed from the Project. In addition, small domesticated animal (e.g., birds, hamsters, fish, turtles) may be kept in a contained environment (cage or aquarium) provided they are not kept, bred or raised for commercial purposes. Dogs must be "curbed" and kept on leash at all times while in or on the Common Areas. No wild, unusual or exotic pets shall be allowed, including, but not limited to, pigs, snakes, and the like. Waste deposited by a pet in the Common Area shall be immediately removed by the Owner and each Owner of a pet shall be responsible for any violation. Any inconvenience,

damage or injury caused by such household pet or pets shall be the sole responsibility of the respective Owner thereof and said Owner does hereby indemnify the Association, its Board of Directors, officers and the Manager and its staff and agrees to hold each of them harmless from and against any and all loss, cost, liability and expense of any kind and nature arising out of having pets within the Project.

Notwithstanding the foregoing, an Owner may not, without the consent of the Board, maintain in the Project any one of the following breeds of dogs: Staffordshire Terrier (Pit Bull), Rottweiler, Chow, Presa Canario, Wolf or Wolf hybrid or any mix of any of the foregoing breeds. Further, no Owner may maintain any dog with a prior history of biting or aggressiveness.

The Board shall have the right, with a vote of the majority of the Voting Power, to modify the restrictions set forth in this Section by adopting Rules and Regulations regarding the same.

Section 7. Offensive Activities. No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance.

Section 8. Exterior Clothes Drying Facilities. Clothes lines or other clothes drying or airing facilities shall not be maintained or erected outside of any Unit or on any part of the Common Area and may not be hung or dried within the interior of a Unit if the same is visible from other Units or the street.

Section 9. Rubbish and Disposal. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Unit, and no odors shall be permitted to arise therefrom so as to render any Unit or portion thereof unsanitary, unsightly, offensive, or detrimental to any Unit or to the occupants thereof. Rubbish, garbage, trash, and all other refuse ("rubbish") shall be stored in such locations and such containers as are provided by Declarant, if any.

Section 10. Structural Changes. Nothing shall be done in any Unit or in or on, or to the Common Area which will impair the structural or aesthetic integrity of a Building or which would structurally alter a Building, except as is otherwise provided herein.

Section 11. Mineral Exploration. No drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit or the Common Area or within 500 feet below the surface of the Property.

Section 12. Development of Air Space. No development shall be made of the air space above the exterior of any structure or any Unit or in the Common Area except upon the written consent of the Board or the Architectural Committee.

Section 13. Violation of Governing Documents. There shall be no violation of any of the Governing Documents for the use of Units or the Common Area as set forth herein or as may be adopted by the Board or the Architectural Committee. There shall be no

violation or failure to comply with applicable laws, orders, or directives of any lawful authority.

Section 14. Owner Liability. Each Owner shall be liable to the Association and to other Owners, as such liability may be determined pursuant to the laws of the State of California, for any damage to any portion of the Common Area, or to an Owner's Unit, or the equipment, facilities or structures thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, relatives, guests, invitees, or tenants, both minor and adult. In the case of joint ownership, the liability of such Owners shall be joint and several. In the event of personal injury or property damage sustained by any person while physically within the Unit of any Owner, and in the further event that any other Owner shall be sued, or a claim made against him or her for said injury or damage, the Owner or Owners of the Unit 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 his or her own expense in the event of litigation of such claim; provided, however, that such protection shall not extend to any other Owner whose own negligence may have caused or contributed to the cause of any such injury or damage.

Section 15. Exemption of Payment of Maintenance Fee. No Owner may exempt himself from liability for his contribution to the maintenance fund by any waiver of the use or enjoyment of the Common Area, or by the abandonment of his Condominium.

Section 16. Electronic Equipment. No electronic transmitting equipment other than electronic garage door opening devices, if any, and other electronic transmitting equipment and devices approved by the Board or the Architectural Committee or installed by Declarant shall be installed, maintained or used within the Project.

Section 17. View. Each Owner, by acceptance of a deed or other conveyance of a Condominium, acknowledges that any construction or improvement by Declarant, the Association, or any other Owner, or the Owners of any property contiguous or adjacent to the Project, may impair or obstruct any view that such Owner may have enjoyed at the time of the purchase of the Condominium, and such Owner hereby acknowledges that any rights acquired do not include the preservation of any view, and further consents to such obstruction and/or impairment. There are no express or implied easements whatsoever appurtenant to any Condominium for view purposes, or for the passage of light and air to or from any Condominium in the Project.

Section 18. Quiet Enjoyment. No Owner shall permit or suffer anything to be done in the Project or kept upon such Owner's Condominium which will obstruct or unreasonably interfere with the rights of quiet enjoyment of the other Occupants, or annoy them by unreasonable noise (e.g., inappropriate use of horns), odors, or otherwise, nor will any Owner commit or permit any nuisance on the Project or commit or suffer any immoral or illegal act to be committed thereon. Each Owner acknowledges and understands that the Building is not soundproof and noises from adjacent Units will be heard.

Section 19. Windows; Window Coverings. No window in any Unit shall be covered in whole or in part, inside or outside, with aluminum foil, sheets, blankets, cardboard,

newspaper, paint, tint or any other material reasonably deemed inappropriate for such use by the Association. Window coverings visible from the exterior of a Dwelling must be white or off-white in color.

The Board or Architectural Committee may adopt reasonable Rules and Regulations concerning the type, color and design of window coverings for Units. Window treatments installed by Declarant, if any, may not be changed without the consent of the Architectural Committee.

No security bars or similar devices may be placed on any doors or windows.

Section 20. Window Glass; Screens. No Owner or Occupant shall replace the glass in the windows, or any window or door screens of his Unit, except with material of similar color and quality to that originally installed within the Unit. Owners' selections for glass in the windows shall be of the same or greater thickness as that installed in the Building.

Section 21. Sound Systems and Impact Noise. It is inevitable that there will be sounds heard from adjoining Units, whether through pipes, music from a sound system, television or otherwise. In an attempt to restrict sound transmission, Owners may not mount televisions, speakers, or other sound equipment on common walls or ceiling between Units without first obtaining the prior written consent of the Board.

In the event that a complaint should be made against an Owner due to impact noise emanating from such Owner's Dwelling, the Association may retain the services of an acoustical engineer to perform a field test. In the event that a field test results show excessive noise emanating from the area of complaint, the offending Owner or Occupant shall take all appropriate action to remedy the excessive noise levels. All fees and charges incurred by the Association for such professional services shall be borne by the offending Owner at such Owner's sole cost and expense.

In the event an Owner shall fail to comply with the provisions of this Section, the Association shall notify such Owner, in writing, of such specific lack of compliance, which notice shall state that the Owner has a right to a hearing before the Board with regard to the matters of noncompliance set forth in the notice, and which notice may state that from and after a specified date (which date shall be subsequent to the date of the hearing provided for herein), the Board or its authorized agents may enter the Unit for the purpose of remedying such lack of compliance. If such Owner fails to remedy such lack of compliance within five (5) days after receipt of such notice (or within such greater time period as may be specified in such notice), or in the alternative, fails to deliver written notice to the Board within five (5) days from receipt of such notice requesting a hearing before the Board with regard to the matters of noncompliance set forth in such notice, the Association or its authorized agents shall have the right to enter into such Owner's Unit for the purpose of remedying the matters set forth in the notice, and shall not be liable for trespass in connection with such entry. If the Owner timely requests a hearing before the Board, the Board shall schedule a hearing and shall provide the Owner with at least seven (7) days written notice as to the date, time and place thereof. At the hearing, the Owner

will have an opportunity to discuss with the Board the merits of the claims set forth in the Association's original notice of noncompliance, and the Board will determine what action, if any, need be taken by the Owner and the time within it must be accomplished.

The decision of a majority of the Board present at the hearing will be binding upon the Association and the Owner. If the Owner fails to so comply within the designated time period, the Association or its authorized agents shall then have the right to enter into the Owner's Unit to perform the required acts, and shall not be liable for trespass in connection therewith. The cost to the Association of remedying such Owner's failure to comply with the provisions of this Section shall be assessed to the Owner as a Compliance Assessment.

Section 22. Owner Cooperation for Fumigation and Repairs. In the event that it shall become reasonably necessary for the Association to fumigate the Condominium Building to control termites, insects, wood-destroying pest or organisms affecting the Common Area, the Owners of the Condominiums in the Building shall cooperate with the Association so as to enable such work to be promptly and effectively completed. The cost of such fumigation may be included in the Regular Assessment or reviewed by the Board as a Special Assessment in accordance with the Article herein entitled "Maintenance Assessments" as the Board deems appropriate. In any case, each Owner shall be responsible for his respective costs for food and lodging during the period the Condominium Building is required to be vacated.

If it shall become reasonably necessary for an Owner or Owners to vacate their Condominium due to repairs or restoration work to be performed by the Association, the affected Owner(s) shall cooperate with the Association and will vacate their Condominiums to enable the work to be performed. In the event it is necessary to temporarily vacate a Condominium to accommodate the control of termites, insects, wood-destroying pests or organisms, or for repair or restoration work, the Association shall give notice to the affected Owners not less than thirty (30) days prior to the date that said Owners must temporarily vacate their Condominium or a lesser notice period if an emergency situation exists. The notice shall state the reason for the temporary relocation, the date and time of the beginning of the fumigation or repair, the anticipated completion date, and the fact that each Owner shall be responsible for his respective costs for food and lodging during the temporary relocation. In order for the above-mentioned notice by the Association to be deemed complete, the Association must comply with either of the following:

(a) Personal delivery of a copy of the notice to the Occupants of the affected Condominiums and the mailing of said notice to the Owners, if different than the Occupants, by first class mail, postage prepaid, at the most current address indicated on the books of the Association; or

(b) Mailing a copy of the notice to the Occupants of the affected Condominiums at the address of said Condominium and a copy of the notice to the Owners, if different than the Occupants, by first class mail, postage prepaid, at the most current address shown on the books of the Association.

Section 23. Modifications. No modification, improvement or alteration may be made to any component of an Owner's Unit, including HVAC, or other mechanical systems, fire/life safety system (including fire sprinklers) plumbing and/or electrical which in any manner affects any of the Common Area or common elements of the Project without the prior express written approval of the Board. Any modifications to these systems shall not cause an increase in sound level in other Units or in the Common Area.

Section 24. Parking and Parking Spaces.

A. No parking space may be sold or assigned to, or retained in the ownership of, any person not an Owner and no parking space may be rented or leased to a non-Owner except in connection with a lease of a Condominium.

B. No vehicle other than standard passenger automobiles, three-quarter (¾) ton pick-up trucks, sports utility vehicles, vans holding no more than eight (8) passengers, and motorcycles ("Permitted Vehicles") shall be permitted to be parked upon any area within the Project, except commercial vehicles making deliveries or providing services, to an Owner or his Unit may temporarily park their vehicles in the Project. Owners, their tenants and guests may park Permitted Vehicles only in parking spaces which have been deeded to them or as may be otherwise permitted by the Board.

C. Buses, trailers, campers, boats, recreational vehicles, mobile homes, watercraft, inoperable vehicles and the like shall not be permitted to be parked or stored upon any area within the Project.

D. No repairs shall be made to any vehicle while parked in any area in the Project, except in the case of strict emergency and no maintenance or restoration of any vehicle is permitted upon any area of the Project.

E. The Board may establish Rules and Regulations regarding parking, including the establishment of "parking", "no parking" and "guest parking" areas.

F. Washing of vehicles in any area of the Project is prohibited.

G. All applicable provisions of the California Vehicle Code will be enforced within the Project. Pursuant to Vehicle Code §22658, as amended from time to time, the Association may cause the removal of any vehicle wrongfully parked in the Project (including a vehicle owned by an occupant) to a storage facility that meet the requirements of subdivision (n) of Vehicle Code §22658 under any of the following circumstances:

(1) The Association has installed a sign in plain view at each vehicular entrance to the Project containing a statement that public parking is prohibited and that all vehicles not authorized to park on the Project will be removed at the owner's expense. The sign shall contain the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general Towing authorization agreement with the Association. The sign shall not be less than 17 x 22 inches in size with lettering not less than one (1) inch in height.

(2) The vehicle has been issued a notice of parking violation and ninety-six (96) hours have elapsed since the issuance of that notice.

(3) The vehicle lacks an engine transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, the Association has notified the local traffic law enforcement agency and twenty-four (24) hours have elapsed since that notification. The President of the Association or his or her designee, gives or causes to be given, notice within one (1) hour after authorizing the tow of the removal to the local traffic law enforcement agency immediately after the vehicle has been removed. The notice shall include a description of the vehicle, the license plate number, and the address from where the vehicle was removed.

Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a manner which interferes with any entrance to, or exit from, the Project or any garage or parking space located thereon.

The Association, its Members, Board of Directors, officers, agents and employees shall not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this section or for any damage to the vehicle caused by the removal, unless such damage resulted from the intentional or negligent act of the Association, its Members, Board of Directors, officers, agents and employees. If requested by the owner of the vehicle, the Association shall state the grounds for the removal of the vehicle.

H. No Owner, nor any member of his or her Family, nor his or her tenants, guests, invitees, agents, licensees, servants or employees shall park or cause to be parked any vehicle in such a manner as to impede or prevent ready access to (a) any entrance or exit, (b) any of the parking or storage areas for the Project, or (c) any other vehicle or parking space.

I. No Owner's right to park a Permitted Vehicle(s) in the Project may be severed from any Condominium, and no parking spaces may be rented to or leased to a non-Owner except in connection with the lease of the Condominium. No parking space may be leased or sold to a non-Owner of a Condominium in the Project.

J. Under no circumstances may explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. be stored in the garage of, or any other parking area located on, the Property.

K. Owners shall keep their parking spaces free of oil, brake fluid, power steering fluid or other fluid leaks, at all times. If any Owner fails to so maintain any parking space designated to such Owner, the Board shall have the right, without obligation, to perform any necessary cleaning of such parking area and/or tow the offending Owner's vehicle which is leaking such fluids, after providing sufficient notice to such Owner to repair such leak, and thereafter assess such Owner the cost of such clean up and/or towing.

L. Neither the Association nor any of its officers, directors, agents or employees shall be liable to any Owner, or to any member of his family, his guests, servants, employees or invitees, for any theft of, or injury to, any vehicle on the Project. Each Owner shall indemnify, defend, and hold harmless the Association and the Association's officers, directors, agents, employees, and representatives from any injury, damages, claims, liabilities, costs or expenses caused by, arising out of, or related to the provisions of this Section 24, or any offending vehicle.

Section 25. Hazardous Materials. No hazardous, toxic or contaminated materials which are regulated by any federal, state or local agency shall be stored, placed or used on the Project; provided, however, the Association shall be entitled to use appropriate cleaning supplies which contain hazardous materials, provided such cleaning supplies are utilized and promptly disposed of in accordance with applicable law. Within ten (10) days of receipt of written notice from the Association specifying any item which creates such an insurance issue or constitutes such waste, the Owner shall cause such item to be removed at such Owner's sole cost and expense. In the event such item is not timely removed, the Association may enter upon such Unit and remove or cause to be removed, such item and assess the Owner the amount of all costs and expenses therefor.

Section 26. Balcony Restrictions.

A. No portion of any balcony shall be enclosed in any manner whatsoever, nor shall any structure, shade, screen, awning, hanging plants, or other devices be attached thereto without the consent of the Architectural Committee.

B. An Owner shall not be permitted to install any deck covering of any kind or nature on his balcony.

C. Nothing shall be placed, stored, used, or maintained on an Owner's balcony, except for patio type furniture with cups or glides to prevent damage to the balcony deck which shall be maintained in good condition, plants maintained in good healthy condition and appearance and barbecues, hibachis and similar cooking devices. No objects may be placed on the handrails thereof or hung from any part of a balcony and no penetration may be made in the floor or the overhang ("ceiling") of a balcony.

D. Drains, if any, in a balcony shall be kept free of debris and open.

E. No sprinkling or hosing of water shall be conducted on a balcony. The balcony may be damp mopped, provided that the water or other substance used for such damp mopping shall be strictly confined to the balcony. The purpose of this restriction is to prevent any Owner from engaging in any activity which results in water or any other substance leaking or dripping onto other portions of the Common Area and/or other Units within the Project. An Owner shall be required to keep his balcony free and clear of all debris and overflows.

F. Radios, CD players, televisions and similar devices shall not be played at a volume which disrupts other Owners. No loudspeakers shall be permitted to be used at any time on an Owner's balcony.

G. Pets may not be left unattended on an Owner's balcony at any time.

The restrictions set forth in this Section may be changed by a vote of the majority of the Voting Power of the Association by adopting Rules and Regulations pertaining to the same.

Section 27. Nuisances. No noxious or offensive activities shall be carried on upon the Property, or on any Owner's Unit, or on any public street abutting or visible from the Property. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Unit and its contents, shall be placed or used in any such Unit. Noisy or smoky vehicles, large power equipment and large power tools, off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Project, and objects which create or emit loud noises or noxious odors shall not be located, used or placed on any portion of the Property or exposed to the view of other Owners without the prior written approval of the Architectural Committee. The Board shall have the right to determine, in its sole and absolute discretion, if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the Property which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law, ordinance, statute, rule, or regulation of any City, County, state or federal body. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Condominium. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children and other family members or persons residing in or visiting such Owner's Unit. Any damage to the Common Area, personal property of the Association, or property of another Owner, caused by such children or other family members shall be repaired at the sole expense of the Owner of the Unit where such children or other family members or persons are residing or visiting.

Section 28. Common Area Roof Deck. There is a roof deck on the building which is available for use of all Owners. Unless otherwise established by the Board of Directors, use of the roof deck is limited between the hours of 7:00 A.M. and 10:30 P.M. The Board of Directors may establish rules and regulations, regarding the use of the roof deck and the activities permitted thereon.

Section 29. Compliance with Declaration. Each Owner, tenant or occupant of a Condominium shall comply with the provisions of the Declaration as lawfully amended from time to time, and failure to comply with any such provisions shall be grounds for an action to recover sums due, for damages, alternative dispute resolution or for injunctive relief. These remedies are intended to be cumulative, and shall not prevent the exercise of any other right or remedy available at law or in equity. There shall be no violation of the Declaration. If any Owner, his family, assistants, agents, guests, licensees, tenants or

invitees violate the Declaration, or any provision thereof, enforcement action may be taken in accordance with the Bylaws or the Declaration.

Section 30. Additional Provisions. Notwithstanding the provisions contained in this Declaration, the Association and the Owners should be aware that there may be provisions or various laws including, without limitation, the Davis-Stirling Common Interest Development Act codified at §54000, et seq. of the California Civil Code, which may supplement or override the Declaration.

ARTICLE XII

Architectural and Design Control

Section 1. Consent of Architectural Committee. Except as herein otherwise provided, no Owner shall, at his expense or otherwise, make any structural changes, structural repairs, or structural alterations to his Unit or the Common Area or any facilities or structures thereon, nor shall he make any alterations, additions, improvements, repairs, or modifications or changes in paint or finish or color of the structures thereon, or install awnings or sunshades or any other structure or device, or perform any landscaping of any kind or character, or make any change, alteration, improvement or repair visible from the exterior of his Unit (hereinafter sometimes referred to as "Improvements"), without the prior written approval of the Architectural Committee. Such approval may be withheld if in the view of the Architectural Committee, the Improvements would affect the uniformity and the attractiveness or the value of the Project as a whole. The Architectural Committee, on behalf of the Association, shall have the right to enjoin a breach, or threatened breach, of any of the provisions of this Article, which shall be in addition to any other rights and remedies available to the Board or any Owner.

Section 2. Plans and Specifications. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such Improvements, alterations, etc., shall be submitted to the Architectural Committee for approval of the quality of workmanship and design and harmony of external design with existing structures and topography. Approval may be withheld if in the view of the Architectural Committee the Improvements would affect the uniformity and the attractiveness or the value of the Project as a whole.

Section 3. Appointment of Architectural Committee. Declarant shall initially appoint the original Architectural Committee, which shall consist of not less than three (3) nor more than seven (7) members. Said members shall remain until the first anniversary of the issuance of the Public Report for the Project. Declarant reserves to itself the power to appoint a majority of members of the Architectural Committee until ninety percent (90%) of all the Condominiums in the Project have been sold or until the fifth anniversary of the issuance of the Final Subdivision Public Report, whichever first occurs. Until the earlier of the events specified in the preceding sentence, the provisions of this Section 3 may not be amended or deleted without the written consent of Declarant. After the occurrence of the earlier of the events set forth above, the Board shall have the power to appoint all of the members of the Architectural Committee; provided, however, after one (1) year from the date of the issuance of the original public report, at least one (1) member shall be

appointed to the Architectural Committee by the Board. Members appointed to the Architectural Committee need not be Members of the Association. Action taken by the Architectural Committee shall not be subject to review, revision or revocation by the Board.

Section 4. Approval or Disapproval by Architectural Committee. The Architectural Committee or the Association shall approve or disapprove a proposed alteration by sending a written notice thereof to the Owner who so requested said proposed alteration. The approval thereof may be recorded in the Office of the County Recorder, but such approval shall not have the effect of, or be construed as, in any manner modifying, altering or waiving of the provisions, covenants, conditions or restrictions set forth herein. The Architectural Committee shall make its determination as to approval or disapproval of the proposed alterations within thirty (30) days of the submission of said proposed alteration to the Committee. Failure on the part of the Architectural Committee or the Association to record such disapproval or to render a decision within the thirty (30) day period mentioned above, shall be deemed to be a waiver of any and all jurisdiction of said Architectural Committee or Association as to said plans and specifications, or either of them, and of said location and/or construction, but nothing contained herein, shall be construed as a waiver on the part of the Association or its successors or assigns or any other Owner in the Project, of their right to enforce the conditions recited herein or their right to enforce the conditions recited herein or their right to enforce compliance of any other conditions, restrictions and covenants set forth herein. In the event of any disapproval by the Architectural Committee of either a preliminary or final submission of plans, a resubmission of revised plans will follow the same procedure as the original submission.

Section 5. Diligent Prosecution of Work. The approval of any improvement, erection, construction, refinishing, installation, placement, or alteration of a Building, or other structure, shall be deemed conditional upon the commencement of said work within ninety (90) days after the approval of the Architectural Committee for the same shall have been obtained, or within such other period as shall have been specified by the Architectural Committee at the time of its approval, but in no event less than ninety (90) days. Work thereon must thereafter be prosecuted diligently to completion within a reasonable time and in any event before the expiration of such period as may be specified by the Committee. The Architectural Committee may for good cause, as determined by it, in writing, extend the period for completion of any such erection, construction, refinishing, installation placement or alteration. During said construction period, the area shall be kept clear of debris and refuse to the greatest extent possible. In the event the work is not commenced within said ninety (90) days, the approval of the Architectural Committee, in its discretion, shall give written notice of waiver of the time condition. Said written notice of waiver may contain such terms and conditions as the Architectural Committee may deem proper, and shall not be deemed a waiver of any rights or authority of the Architectural Committee except as expressly stated in said written notice. Upon such lapse of approval, all proceedings shall terminate, and approval shall be conditional on the filing of new plans and architectural review fee as provided herein.

Section 6. Failure to Complete. The Owner shall complete any approved work within the approved time schedule, except for such time as completion would result in great hardship to the Owner or is rendered impossible due to fire, natural calamities, strikes, national emergencies, or other forces beyond the control of the Owner.

Section 7. Inspection of Work. Upon the completion of any construction, reconstruction, or the alteration or refinishing of the exterior of any Improvement, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Architectural Committee. Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with the approval plans. If the Architectural Committee finds that such construction, reconstruction alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance. If the Owner fails to give written notice as provided herein, the period within which the Architectural Committee may inspect the improvement and give notice of non-compliance shall be extended to one hundred eighty (180) days after actual completion.

If upon the expiration of thirty (30) days from the day of such notification, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall then set a date on which a hearing shall be held regarding the alleged non-compliance. Said date shall not be more than sixty (60) nor less than thirty (30) days after notice of non-compliance was given to the Owner. Written notice of the hearing date shall be given at least ten (10) days in advance thereof to the Owner.

At the hearing, the Owner, the Architectural Committee, and any other interested person may present information relevant to the question of the alleged non-compliance. After considering all such information, the Architectural Committee shall determine whether there is a non-compliance, and if so, shall determine the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Architectural Committee shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Architectural Committee ruling. If the Owner does not comply with the ruling within such period or within any extension thereof as the Architectural Committee may grant in its discretion, the Architectural Committee, at its option, may enter the Unit after three (3) days' written notice to the Owner of such Unit and perform, or cause to be performed, such work or other acts as may be required to remove the non-complying Improvement or remedy the non-compliance, and the Owner of said Unit shall forthwith pay all costs and expenses incurred in connection therewith upon presentation to Owner of invoices therefor.

If, for any reason, the Architectural Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion from the Owner, or within one hundred eighty (180) days of the date of completion in the event the Owner fails to give written notice, the Improvement shall be deemed to be in accordance with said approved plans.

Section 8. Unauthorized Improvements. If any Improvement is made without first obtaining approval of the Architectural Committee, the Architectural Committee shall give written notice to the Owner of violation of this Declaration within one hundred eighty (180) days after actual completion. If the Architectural Committee fails to give such notice, the Improvement shall be deemed to be in compliance with this Declaration. Within thirty (30) days of said notice, the Owner shall either (a) remove said Improvement at his own

expense and restore the Unit to its condition prior to commencement of said Improvement, or (b) submit plans and all other items required by the Architectural Committee, together with an additional late application fee, in an amount determined by the Architectural Committee, which fee shall be payable to the Association. If the Owner has failed to take such action within said thirty (30) day period, the Architectural Committee, at its sole option, may enter the Unit after three (3) days' written notice to such Owner and perform or cause to be performed, such work or other acts as may be required to remove the non-complying Improvement or remedy the non-compliance, and the Owner of said Unit shall forthwith pay all costs and expenses incurred in connection therewith upon presentation to Owner of invoices therefor. If the Owner elects option (b) described in this Section, the Architectural Committee shall determine within sixty (60) days from the date of filing the last application if the plans are acceptable and if the Improvement is in compliance with said plans. If the Architectural Committee notifies the Owner of disapproval of the plans or of non-compliance of the Improvement within said sixty (60) day period, the Improvement shall be removed by Owner unless an extension of time is granted in writing by the Architectural Committee in its sole discretion to permit modification of said plans and/or to permit the Owner to remedy the non-compliance. If the Architectural Committee fails to notify the Owner of disapproval or non-compliance within said sixty (60) days period, the plans shall be deemed approved and the Improvement shall be deemed in compliance with said plans. The Architectural Committee shall also have the right to obtain injunctive relief to prevent a breach, or threatened breach, of the provisions hereof in addition to any other rights and remedies the Architectural Committee shall have in law or in equity.

Section 9. Architectural Control Committee Certificate. The Architectural Committee shall, upon approval by a majority of its members or within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment of a reasonable fee (as fixed from time to time by the Architectural Committee), record a Certificate, executed by any two (2) of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either (a) all improvements made and other work done upon or within said Unit comply with this Declaration, or (b) such improvements or work do not comply, in which event the Certificate shall also identify the non-complying improvements or work and set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner, or from anyone deriving interest in said Unit through him, shall be entitled to rely on said Certificate with respect to the matters therein set forth, such matters being conclusive as between the Architectural Committee, Declarant, and all Owners and such persons deriving any interest through them.

Section 10. Access to Premises. Each member of the Architectural Committee, Declarant, and any agent or employee of said Architectural Committee or Declarant, after the Architectural Committee has given written notice shall at all reasonable hours have access to any building, site, premises, residence or structure constructed, placed or maintained upon any portion of the Project for the purpose of inspection of the same relative to compliance with this Declaration or for repairing or remedying any non-compliance as provided in this Declaration, and shall not be deemed guilty of trespass by reason of such entry.

Section 11. Non-Liability. Neither Declarant, the Architectural Committee, nor any member, agent, or employee of Declarant or the Architectural Committee, shall be liable to any Owner for any loss, damage, or prejudice suffered or claimed on account of (a) any defects in any building or other structure erected, constructed, installed, placed, altered, or maintained in accordance with or pursuant to any plans and specifications, exterior materials, color scheme, plot plan, grading plan, or other material approved by the Architectural Committee or any conditions or requirements that may have imposed with respect thereto, (b) approval or disapproval of any item submitted to the Architectural Committee by an Owner, or (c) the execution and filing of a Certificate. Approval by the Architectural Committee shall not be deemed a representation or warranty that the Owner's plans and/or specifications or the actual construction of an improvement comply with applicable governmental ordinances or regulations, including but not limited to zoning ordinances and building codes.

Section 12. Declarant's Exemption. Declarant shall not be subject to the requirements of this Article XII until the expiration of five (5) years from the date of the original issuance of the most recently issued Final Subdivision Report for the Project.

Section 13. Fees. The Architectural Committee shall act without compensation but shall be permitted to charge a reasonable fee to be paid to the Association for any set of plans which may be submitted to it for approval. In the event the Committee shall be reasonably required to engage a professional consultant to assist it in its determination, the Architectural Committee shall first obtain an estimate of the fees to be paid to such consultant and shall notify the Owner of such fees. The Owner shall be required, as a condition to proceeding further, to agree to pay such fees. If the Owner shall not agree to pay such fees, the matter submitted before the Architectural Committee shall be deemed to be disapproved unless some alternative method of providing the necessary assistance (which is in a form satisfactory to the Architectural Committee) shall be provided.

Section 14. Architectural Guidelines. The Architectural Committee shall have the right, from time to time, to adopt architectural guidelines relating to any improvement, alteration, or construction in any Unit or in or on the Common Areas in order to provide for the uniformity and the attractiveness and value of the Project as a whole; provided, however, that such guidelines shall not be in conflict with any of the provisions of this Declaration.

Section 15. Failure to Establish Architectural Committee. In the event that for any reason the Architectural Committee shall not be established, or if established, shall thereafter cease to exist, all of the rights, powers, duties and obligations of the Architectural Committee shall be performed by the Board.

ARTICLE XIII

Repair of Common Facilities by Individual Owner and Right of Entry

If any common facility or any portion of the Common Area falls into disrepair or is damaged and the Board fails to take action to repair or restore the same within sixty (60)

days after written notice so to do from any Owner, then such Owner may make such repairs as are necessary to insure his enjoyment of his own Condominium; provided, that such Owner first obtains the approval of Owners holding fifty-one percent (51%) of the Voting Power of Members at a special meeting of the Owners called for such purpose. Such Owner shall receive at least two (2) bids before employing any person, firm or corporation to perform such work. Such Owner may, to the extent necessary, enter on any Unit or any portion of the Common Area to effect such repairs. Any such entry shall be made with as little inconvenience as practicable to the Owners affected, and to the other Owners in their use of the Common Area. Any damage caused thereby shall be forthwith repaired by the entering party. The Board shall reimburse such Owner undertaking to make such repairs out of the maintenance fund for all reasonable expenses incurred by him in making such repairs, and if such fund be insufficient, shall cause the levy of a Special Assessment.

ARTICLE XIV

Utilities

Section 1. Utility Rights. The rights and duties of the Owners with respect to lines for sanitary sewer, water, gas, electricity, telephone or television cables and heating and air conditioning, shall be governed by the following:

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

B. Wherever sanitary sewer connections and lines, facilities, and/or water connections and lines or electricity, gas, telephone lines, air conditioning and heating lines, or television cables are installed within the Project, which connections serve more than one Condominium, the Owners of each Condominium served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as services their Condominium.

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

D. In the event any portion of such connection or line is damaged or destroyed by some other cause than the negligence or willful misconduct of one of the

Owners, his employees, agents, guests, tenants or invitees (including ordinary wear and tear and deterioration from lapse of time) then in such event, such connection or line shall be repaired and restored by the Association, such repair and restoration to be paid out of the assessments levied in accordance with this Declaration equally, against all Owners.

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

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

ARTICLE XV

Entry for Repairs

The Board or its designated agents may enter upon any Unit when necessary in connection with any maintenance or construction for which the Board is responsible, or for any maintenance required by reason of the failure of the Owner to maintain as provided herein, or to abate any nuisance being conducted or maintained therein. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Association unless such maintenance, repair or construction is the financial responsibility of an Owner, in which event such damages should be repaired at the expense of such Owner. There is hereby reserved to Declarant and the Board, for the benefit of each Owner, easements over each Unit and the Common Area, for the purpose of maintenance and repairs and such further purposes as are necessary to perform the duties and obligations of the Board and the Association.

ARTICLE XVI

Partition

Except as expressly provided in this Article, an Owner shall have no right to partition or divide his ownership of the Common Area or sell or convey all or part of his interest in the Common Area except in conjunction with the sale of his Condominium. Partition of the Common Area can be had on a showing that the conditions to such partition as stated in Article IX (relating to damage or destruction) or Article XXI (relating to condemnation) or in California Civil Code §4610 have been met. Nothing in this Declaration shall prevent partition of a co-tenancy in a Condominium. None of the component interests in a Condominium may be severally sold, conveyed or encumbered nor may an Owner sever

any exclusive easement appurtenant to his Unit and any attempt to do any of the foregoing shall be void.

The Association is hereby granted an irrevocable power of attorney to sell the Project for the benefit of all the Owners thereof when the partition of the Owners' interests in said Project may be had as noted above. Except as otherwise provided in §4610 of the Civil Code, the power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Areas or by any two (2) members of the Board who are hereby authorized to record a Certificate of Exercise in the Office of the County Recorder where the Project is located, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE XVII

Structural Alterations

A proposal for any structural alteration to structures in the Project may be made at any regular or special meeting of the Voting Owners, provided that said proposal shall be accepted only upon the affirmative vote of Owners holding at least sixty-six and two-thirds percent (66-2/3%) of the Voting Power of the membership. The approval of Owners pursuant to this Article XVII shall relate to proposed alterations or additions involving the Project as a whole as opposed to changes requested to be made by an Owner to his Unit or the Common Area affecting his Unit which shall be governed by Article XII. Unless otherwise agreed at the meeting of the Voting Owners approving said proposal, the cost of the alteration or addition so approved shall be paid from the maintenance fund and the Board shall levy a Special Assessment to cover said cost.

ARTICLE XVIII

Easements

Section 1. Encroachment. Each Condominium within the Project is hereby declared to have an easement over all adjoining Condominiums for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement, or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners.

If any portion of the Common Area encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a multi-family structure is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the Common Area due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall exist.

The Common Area is and shall always be subject to easements for minor encroachments thereon of the Units.

Section 2. Easements for Maintenance and Repairs. There is hereby reserved to Declarant and the Association for the benefit of each Owner, non-exclusive easements over each Unit and the Common Areas for the purposes of permitting: (i) maintenance, repairs, additions and replacements to be effected to the Common Areas of the Project, or to or for the benefit of an individual Unit, (ii) performance of all other duties and obligations of Declarant, the Association and/or a Owner, as the case may be and (iii) ingress to and egress from the Units and the Common Areas for the foregoing purposes.

Section 3. Easements to Members. The Association shall have the right, with the prior consent of Members owning at least fifty-one percent (51%) of the Voting Power in the Association to grant exclusive use of a portion of the Common Area to an Owner. The *vote of the Members shall not be required for an easement specified in §4600 of the California Civil Code.*

ARTICLE XIX

Rights of Declarant

Section 1. Use of Common Areas. Nothing contained herein shall in any manner restrict or prohibit Declarant from the right to use the Common Areas in connection with the sale of the Condominiums in the Project and in connection therewith to: use vehicles and equipment on the Common Area; operate and maintain upon the Project a model complex, together with parking areas and/or real estate sales and development businesses; and place, erect and maintain thereon such customary sales and advertising signs, offices and parking areas as is usual and reasonable for such real estate sales and development operations.

Declarant, on behalf of itself, its agents, employees, contractors, subcontractors, invitees, successors, assigns and other authorized personnel, reserves a non-exclusive easement, in, over, under and through each and every part of the Project together with the right to transfer and grant the same without the consent of any other person or entity for all purposes relating to the sale of the Condominiums.

Section 2. Right to Conduct Inspections. To ensure that the Association complies with its obligation to properly maintain, replace and repair the Common Area and all improvements thereon for a period of ten (10) years after the close of escrow of the sale of the first Condominium in the Project, Declarant shall have the right, but not the obligation, at its own cost and expense, to: (a) conduct annual inspections of all components of the Project including, but not limited to, structural components, roof, HVAC systems, walkways, landscaping and parking areas, with its own employees or with appropriate consultants, and (b) prepare a report covering the results of such inspections and deliver such report to the Association and the Association shall forward a copy of the report to its Members. Declarant hereby reserves non-exclusive easements in, on, over, under, across and through all Common Areas within the Project, for the purpose of such inspections and activities related thereto. The Association shall provide Declarant and/or

Declarant's consultant(s) with copies of its maintenance log, and related records reasonably requested by such consultant(s), at least thirty (30) days prior to the date scheduled for the Declarant's annual inspection. The Association shall cause such Common Areas, to be regularly maintained, painted, repaired, and/or replaced in accordance with good maintenance practices and shall perform all remedial maintenance in accordance with the recommendations of the annual inspection reports prepared by Declarant and/or Declarant's consultant(s).

Section 3. Right to Reports and Right to Attend Meetings. For a period of ten (10) years following the first organizational meeting of the Owners, the Association shall deliver to Declarant:

A. Written notices of the Annual and Special Meetings of the Members of the Association not less than ten (10) days prior to the date of the meeting and Declarant, or its representative, shall have the right to attend the meetings.

B. Copies of any and all reports prepared by or on behalf of the Association with regard to inspection of the component parts of the Project and/or recommendations for maintenance and repair which either require current action by the Association or which will need further review and analysis.

Section 4. No Right to Amend or Rescind. The provisions of this Article XIX are for the benefit of Declarant who is a third party beneficiary thereof and the provisions of this Article may not be amended, rescinded, altered or deleted for a period of ten (10) years following the sale of the first Condominium in the Project, unless Declarant consents to the same, in writing.

ARTICLE XX

Property Rights of Owners

Section 1. Easements Reserved to Owners. Subject to the rights of Declarant as provided in Article XIX, every Owner of a Condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the Common Area of the Project and for ingress, egress and support over and through the Common Area and Declarant hereby reserves the right to grant non-exclusive easements to Owners for such purposes over all of the Common Area of the Project. Such non-exclusive easements shall be appurtenant to each Condominium and the Common Area but shall be subordinate to, and shall not interfere with, exclusive use easements appurtenant to Condominiums over the Common Area, if any. Each such easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions:

A. The right of the Association to limit the number of guests, and to adopt Association Rules and Regulations regulating the use and enjoyment of the Common Area.

B. The right of the Association to charge reasonable admission and other fees for any recreational facility situated on the Common Area.

C. The right of the Association to borrow money to improve the Common Area and in aid thereof, to mortgage the Common Area.

D. The right of the Association to assign, rent, license, or otherwise delegate and control use of unassigned parking and storage spaces, if any, within the Common Area (other than those portions subject to exclusive easements, if any).

E. The right of the Association to grant and convey to any third party, permits, licenses, easements and rights of way in, on, over, or under the Common Area 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 drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public Improvements or facilities, and each purchaser, in accepting a deed to a Condominium, expressly consents to such easement. However, no such easements may be granted if it would materially interfere with: (i) the use, occupancy, or enjoyment by any Owner of his Condominium; or (ii) the recreational facilities of the Project.

F. The right of the Declarant or its designees to enter on the Project to construct the Project and to make repairs and remedy construction defects if such entry shall not unreasonably interfere with the use of any occupied Dwelling unless authorized by the Owner.

G. The right of the Association, or its agents, upon reasonable notice, to enter any Dwelling to perform its obligations under this Declaration. In the event of an emergency situation, reasonable notice need not be given.

H. The right of Declarant and/or the Association to grant and convey exclusive easements to an Owner or Owners, over the Common Area, excluding any Exclusive Use Common Area, for purposes reasonably related to an Owner's use and enjoyment of his Unit so long as the same shall not unreasonably interfere with the rights of another Owner.

Section 2. Exclusive Use Common Area. Declarant expressly reserves for the benefit of Owners, exclusive easements over the Property for use as Exclusive Use Common Area shown and assigned on the Condominium Plan or assigned and conveyed in the individual grant deeds to the respective Condominiums.

Section 3. Delegation of Use. Any member may delegate in accordance with this Declaration, the Articles, or the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 4. Administration. The Owners of Condominiums covenant and agree that the administration of the Common Area and the Association shall be in accordance with the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations of the Association.

ARTICLE XXI

Eminent Domain

Section 1. Eminent Domain. The term "taking" as used in this Article shall mean condemnation by exercise of the power of eminent domain or by sale under threat of the exercise of the power of eminent domain. The Board shall represent the Owners in any proceedings, negotiations, settlements or agreements regarding takings. All takings proceeds shall be payable to the Association for the benefit of the Owners and their Mortgagees, and shall be distributed to such Owners and Mortgagees as provided in this Article.

Section 2. Project Condemnation. If there is a taking of an interest in all or part of the Project such that the ownership, operation and use of the Project in accordance with the provisions of this Declaration is substantially and adversely affected, and within one hundred twenty (120) days after the effective date of the taking the Owners of Units (a) not taken, or (b) only partially taken but capable of being restored to at least ninety-five percent (95%) of their floor area and to substantially their condition prior to the taking (collectively, the "Remaining Units") do not, by affirmative vote of at least a majority of their Voting Power, approve the continuation of the Project and the repair, restoration and replacement to the extent feasible of the Common Area and the Remaining Units, then the Board shall proceed with the sale of that portion of the Project which was not taken and distribute the net proceeds of such sale after deducting any incidental fees and expenses.

Section 3. Condemnation of Common Area. If there is a taking of (a) all or any portion of the Common Area (other than any Exclusive Use Common Area), or any interest therein, other than the taking of an undivided interest therein taken as a result of the taking of a Condominium, then the award in condemnation shall be paid to the Association.

Section 4. Condemnation of Exclusive Use Common Area. If there is taking of all or any portion of an Exclusive Use Common Area which is not taken in connection with the taking of all or any portion of the Unit to which it is appurtenant, the award in condemnation shall be paid to the Owner of the Unit to which the taken Exclusive Use Common Area was appurtenant; provided, however, such award shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority.

Section 5. Condemnation of Condominiums. If there is taking of a Condominium, the award in condemnation shall be paid to the Owner of the Condominium; provided, however, such award shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority.

Section 6. Condemnation of Portions of Units

A. Minor Takings Within Limits. If (i) there is a taking of a portion of one or more Units such that the intended use of the Units is not substantially and adversely affected, and (ii) restoration of such Units can be accomplished at a cost less than or equal to the sum of (A) the amount of the condemnation awards for such takings plus (B) any amounts the Owners of the taken Units wish to contribute to restoration plus

(C) an amount less than or equal to five percent (5%) of the total gross expenses of the Association (as set forth in the Budget) for that Fiscal Year (collectively, the "Allowable Cost"), then the Board shall contract for such restoration and levy a Special Assessment against the affected Units in an amount equal to the Allowable Cost minus the amount of the condemnation awards and Owners' contributions, and the condemnation awards, Owners' contributions and Special Assessment shall be applied to such restoration. If the restoration is accomplished at a cost less than the amount of the condemnation awards, then that portion of the condemnation awards in excess of the restoration costs shall be paid to the Owners of the partially taken Units in proportion to the decreases in the fair market values of their Condominiums; provided, however, such awards shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority.

B. Minor Takings Exceeding Limits. If (i) there is a taking of a portion of one or more Units such that the intended use of the Units is not substantially and adversely affected, and (ii) restoration of such Units cannot be accomplished at a cost less than or equal to the Allowable Cost, then the Board shall call a special meeting of the Members (a "Special Meeting"). If more than fifty percent (50%) of the Voting Rights are in favor of levying a Special Assessment in an amount equal to the restoration costs minus the sum of the amount of the condemnation awards and the amounts the Owners of the taken Units wish to contribute to such restoration, then the Board shall contract for such restoration and levy a Special Assessment against all Units for the deficiency and the condemnation awards, Owner's contributions and Special Assessment shall be applied to such restoration.

C. Major Takings. If the requisite approval is not obtained at the Special Meeting referred to in subparagraph B of this Section 6, or if there is a taking of a portion of one or more Units such that the Units are not capable of being restored so the intended use of the Units is not substantially and adversely affected, then the award in condemnation shall be paid to the Owners of the taken Condominiums; provided, however, such awards shall first be applied to the balance then due on any Mortgages encumbering such Owner's Condominium, in order of priority. The Board shall have the remaining portions of the taken Units razed. The remaining portions of the taken Units and appurtenant Exclusive Use Common Area shall become part of the Common Area, and the Owners of such taken Units, by acceptance of the award allotted to them in taking proceedings, hereby relinquish (i) to the Association such remaining portion of the taken Units and appurtenant Exclusive Use Common Area, and (ii) to the other Owners, on the basis of their relative ownership of the Common Area therein, such Owners' undivided interest in the Common Area. Each Owner relinquishing his or her ownership interest pursuant to this Section shall, at the request of the Board and at the expense of the Association, execute and acknowledge such deeds and other instruments which the Board deems necessary or convenient to evidence such relinquishment. Each Owner of a taken Unit shall not be liable for Assessment under this Declaration which accrue on or after the date such Owner accepts his or her condemnation award.

Section 7. Portions of Awards in Condemnation Not Compensatory for Value of Real Property. Those portions of awards in condemnation which do not directly compensate Owners for takings of real property (e.g., awards for takings of personal

property, relocation expenses, moving expenses, or other allowances of a similar nature intended to facilitate relocation) shall be paid to the Owners whose personal property is taken, or whose relocation is intended to be facilitated.

Section 8. Notice to Owners and Mortgagees. The Board, upon learning of any taking affecting a material portion of the Property, or any threat thereof, shall promptly notify all Owners and those Beneficiaries, insurers and guarantors of Mortgages on Condominiums in the Project who have filed a written request for such notice with the Association. The Board, upon learning of any taking affecting a Condominium, or any threat thereof, shall promptly notify any Beneficiary, insurer or guarantor of a Mortgage encumbering such Condominium who has filed a written request for such notice with the Association.

ARTICLE XXII

Protection of Mortgagees

Section 1. Subordination of Liens. Any lien created or claimed under the provisions of this Declaration is expressly made subject and subordinate to the rights of any First Mortgage that encumbers all or a portion of the Project, or any Unit, made in good faith and for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates his interest, in writing, to such lien.

Section 2. Material Amendments. If an Eligible Mortgage Holder informs the Association in writing of its appropriate address and requests in writing to be notified, the Association shall not make any material change to the Declaration, the Bylaws or the Articles unless agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of subdivision interests that are subject to Mortgages held by Eligible Mortgage Holders. The term "material amendment" is defined to mean amendments to provisions of any such documents governing the following subjects:

- A. Reallocation of interests of the Owners, if any, in the general or limited common elements of the Project or rights to their use.
- B. The fundamental purpose for which the Project was created (such as a change of the use of the Condominiums from residential use to a different use).
- C. Voting rights.
- D. Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens and the priority of assessment liens.
- E. Reductions in reserves for maintenance, repair and replacement of the Common Areas.

- F. Responsibility for repair and maintenance obligations.
- G. Hazard or fidelity insurance requirements.
- H. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than in a manner substantially in accordance with the Declaration and the original plans and specifications.
- I. Rights to use the Common Areas.
- J. Expansion or contraction of the Project or the addition, annexation or withdrawal of Property to or from the Project.
- K. Redefinition of the boundaries of any Condominium.
- L. Convertibility of Condominiums into Common Area or of Common Area into Condominiums.
- M. Imposition of any restrictions on leasing of Condominiums.
- N. Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or convey his Condominium.
- O. If the Project consists of fifty (50) or more Condominiums, to terminate professional management (but only if such professional management is required by this Declaration or by any Eligible Mortgage Holder and assume self control of the Project.
- P. Any provision, which by its terms, is specifically for the benefit of First Mortgagees, Insurers, or Guarantors, or specifically confers rights on First Mortgagees, Insurers, or Guarantors.

An addition or amendment to the Declaration, the Articles or to the Bylaws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder or Eligible Guarantor or Insurer who receives a written request to approve additions or amendments, who does not deliver or post to the requesting party a negative response within sixty (60) days shall be deemed to have approved such request.

Section 3. Required Consent of Mortgagees. Unless at least two-thirds (66-2/3%) of the Eligible Mortgage Holders (based upon one vote for each Condominium subject to a Mortgage) of the individual Condominiums or two-thirds (66-2/3%) of the Owners (other than the sponsor, developer, builder or Declarant) have given their prior written approval, neither the Association nor the Owners shall be entitled:

- A. By act or omission to seek to abandon or terminate the Project, after a taking by condemnation or eminent domain or substantial loss or damage to the Common Areas or for other reasons.

B. To change the pro rata interest or obligations of any Condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership, if any, in the Common Areas.

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

D. To use hazard insurance proceeds for losses to the Association Property and the Common Areas in the Project or to use proceeds received from third party litigation for losses to, or claimed defects in, the Common Areas for other than the repair, replacement, or reconstruction of improvements.

E. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the Common Area walks or fences and driveways, or the upkeep of landscaping in the Common Area.

F. Fail to maintain fire and extended coverage on insurable Association Improvements on a current replacement cost basis in any amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

G. To partition or subdivide any Condominium.

Section 4. Examination of Books and Records by Mortgagees. First Mortgagees can examine and copy the books and records of the Association and can require the submission of financial data concerning the Association or the Project, free of charge, including annual audited financial statements for the immediately preceding fiscal year. Such financial statements shall be furnished within a reasonable time following such request.

Section 5. Priority of First Mortgagees - Insurance Proceeds and Condemnation Awards. No Owner, or any other party, shall have priority over any right of First Mortgagees of Condominiums pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium, the Common Areas. Any provision to the contrary in this Declaration or in the Bylaws or other documents relating to the Project is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Mortgagees naming the Mortgagees, as their interests may appear.

Section 6. Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the Eligible Mortgage Holder or Eligible Insurer or Guarantor, and the Condominium number or address, such Eligible Mortgage Holder or insurer or guarantor will be entitled to timely written notice of:

A. Any loss casualty to any Unit covered by a Mortgage, if such loss exceeds One Thousand Dollars (\$1,000), or any loss to the Common Areas if such loss exceeds Ten Thousand Dollars (\$10,000) or on any taking of the Common Areas.

B. Any default in performance of obligations under the Declaration, the Articles, or the Bylaws or Rules and Regulations adopted by the Association, which default is not cured within sixty (60) days after written notice to such Owner.

C. Any lapse, cancellation or material modification of any fidelity bond required to be maintained by the Association or of any insurance policy required to be maintained by the Association.

D. Any proposed action which would require the consent of Mortgagees as specified in Sections 2 and 3 of this Article.

E. Change of the purposes to which any Condominium or the Common Areas are restricted.

Section 7. Effect of Foreclosure by First Mortgagee.

A. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any First Mortgage in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

B. If any Condominium is encumbered by a First Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments shall not operate to affect or impair the lien of the Mortgage. On exercise of power of sale or judicial foreclosure of the First Mortgage, or acceptance of a deed in lieu of foreclosure, the lien for assessments or installments that has accrued up to the time of foreclosure or acceptance of a deed in lieu of foreclosure, shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser-grantee taking title to the Condominium free of the lien for assessments, or installments that have accrued up to the time of the foreclosure sale. On taking title to the Condominium, the foreclosure-purchaser-grantee shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser-grantee acquired title to the Condominium. The subsequently levied assessments or other charges may include previously unpaid assessments provided all Owners, including the foreclosure-purchaser-grantee, and his successors and assigns, are required to pay their proportionate share as provided in this Article.

C. Any Mortgagee who acquires title to a Condominium by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

D. Any Mortgage given to secure a loan to facilitate the resale of a Condominium after acquisition by foreclosure or by a deed in lieu of foreclosure or by

assignment in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

Section 8. Mortgagee's Attendance at Meetings. Because of its financial interest in the Project, any Mortgagee may appear (but cannot vote) at meetings of the Members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or assessments or for any other purpose. Written notice of any or all meetings of the Members and the Board will be provided to any Mortgagee upon its written request.

Section 9. Providing Information to Board. Any Mortgagee may furnish information to the Board concerning the status of any Mortgage.

Section 10. Restriction on Right of First Refusal. No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Condominium shall be granted to the Association without the consent of any Mortgagee, of the Condominium. Any right of first refusal or option to purchase a Condominium that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such Condominium, whether voluntary or involuntary, to a Mortgagee which acquires title to or ownership of the Condominium pursuant to the remedies provided in its Mortgage or by reason of foreclosure of the Mortgage or deed (or assignment) in lieu of foreclosure.

Any right of first refusal shall not impair the rights of a First Mortgagee to: (a) foreclosure or take title to a Condominium pursuant to the remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or (c) sell or lease a Condominium acquired by the First Mortgagee.

Section 11. Termination of Certain Contracts. Any contract for professional management of the Project, or any other contract providing for services by Declarant, lease of recreational or parking areas or facilities by Declarant, any contract or lease, including franchises and licenses to which Declarant is a party shall provide for termination by either party with or without cause and without payment of a termination fee upon no more than thirty (30) days written notice. Such agreement shall be renewable with the consent of the Board and the management agent. No contract with the Association negotiated by Declarant shall exceed a term of one (1) year.

Section 12. Tax Liens. All taxes, assessments and charges which may become liens prior to the First Mortgage under the local law, shall relate only to the individual Condominiums and not to the Project as a whole.

Section 13. Reserves for Maintenance. Assessments on Condominiums shall include an adequate reserve for maintenance, repairs and replacement of the Common Area facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by Special Assessments.

Section 14. Termination of the Project. Any election to terminate the legal status of the Project after substantial destruction or a substantial taking in condemnation of the

Project must require the approval of Eligible Mortgage Holders holding Mortgages on Condominiums which have at least fifty-one percent (51%) of the votes of Condominiums subject to Eligible Mortgage Holders and sixty-seven percent (67%) of the Owners.

Section 15. Reallocation of Interests. No reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Project may be affected without the prior approval of Eligible Mortgage Holders holding Mortgages on all remaining Condominiums, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Condominiums subject to Eligible Mortgage Holders and the vote of sixty-seven percent (67%) of the Owners.

Section 16. Payment of Taxes and Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which may or have become a charge against the Association Property or the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of policy, for the Common Areas and First Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association, provided that said First Mortgagees have given notice to the Association prior to the making of such payments and the Association has failed to pay the same.

Entitlement to such reimbursement shall be reflected in an agreement in favor of all First Mortgagees of Condominiums to be executed by the Association. An original copy of such agreement shall be possessed by the Declarant.

Section 17. Conflict. If there is any conflict between any Section of this Article and any other provision of this Declaration, or the Bylaws of the Association, the language contained in this Article shall control.

ARTICLE XXIII

Amendments

Section 1. Prior to Sale of a Condominium. Before the close of the first sale in the Project to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect, or revoked by the execution by Declarant of an instrument amending and/or revoking this Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder where the Project is located.

Section 2. After Close of First Sale. After the close of the first sale of a Condominium in the Project to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect as follows: (1) if a two class voting structure is still in effect in the Association, this Declaration may be amended only with the vote or written consent of Members entitled to cast at least fifty-one percent (51%) of the Voting Power of each class of members in the Association; (2) if a two class voting structure is no longer in effect in the Association because of the conversion of Class B membership to Class A membership as provided herein, this Declaration may be amended only with the vote or

written assent of: (i) Members holding fifty-one percent (51%) of the Voting Power of the Association; and (ii) Members holding fifty-one percent (51%) of the Voting Power held by Members other than Declarant.

Notwithstanding the foregoing, if any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale need only be evidenced by an instrument certified by the secretary or other duly authorized officer of the Association and shall make reference to the fact that the requisite number of Owners and Mortgagees, if required, have either voted for, or consented in writing to, the amendment and shall be acknowledged and recorded in the office of the County Recorder where the Project is located.

Section 3. Amendment to Meet Requirements of Mortgagees and Governmental Agencies. It is the intent of Declarant that this Declaration and the Articles and Bylaws of the Association, and the Project in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any Mortgage of a Condominium in the Project by the: Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Housing Administration and the Veteran's Administration. In furtherance of that intent, Declarant expressly reserves the right and shall be entitled by unilateral amendment of the Declaration so long as Declarant owns more than twenty-five percent (25%) of the Condominiums in the Project to amend this Declaration in order to incorporate any provisions or to enter into any agreement on behalf of and in the name of the Association that are, in the opinion of any of the cited entities or governmental agencies, required to conform to the Declaration, the Articles, the Bylaws or the Project to the requirements of any of the entities or governmental agencies, including without limitation, the execution on behalf of and in the name of the Association of a regulatory agreement between the Association and the Federal Housing Commissioner and any other agreement sufficient to satisfy the requirements for Mortgage purchase, guarantee or insurance by any of said entities or agencies. Declarant is hereby granted an irrevocable power of attorney, coupled with an interest by each Owner, to execute any such amendment or agreement by and in the name of the Association. Any such provision shall, if required, first be approved by the California Bureau of Real Estate in connection with its issuance of a final subdivision public report or amendment to it with respect to the Project. Each Owner of a Condominium and each Mortgagee of a Condominium by acceptance of a deed or encumbrance of a Condominium, consents to the incorporation in this Declaration of any such provisions and to the execution of any amendment or regulatory agreement and agrees to be bound by any such provisions as if they were incorporated in this Declaration. The Board and each Owner shall take any action or shall adopt any resolutions required by Declarant or any Mortgagee to conform this Declaration or the Project to the requirements of any of said entities or agencies.

Section 4. Petition to Superior Court. If in order to amend the Declaration, the Declaration requires Owners having more than fifty percent (50%) of the votes in the Association, in a single class voting structure, or Owners having more than fifty percent (50%) of the votes in more than one class in a voting structure with more than one class, to vote in favor of the amendment, the Association, or any Owner of a separate interest, may petition the Superior Court of the county in which the Project is located for an order reducing the percentage of the affirmative votes necessary for such an amendment. The petition shall describe the effort that has been made to solicit approval of the Association Members in the manner provided in the Declaration, the number of affirmative and negative votes actually received, the number or percentage of affirmative votes required to effect the amendment in accordance with the existing Declaration, and other matters the petitioner considers relevant to the court's determination. The petition shall also contain, as exhibits thereto, copies of all of the following:

- A. The Governing Documents.
- B. The complete text of the amendment.
- C. Copies of any notice and solicitation materials utilized in the solicitation of Owner approvals.
- D. A short explanation of the reason for the amendment.
- E. Any other documentation relevant to the court's determination.

Section 5. Compliance with Law. All amendments or revocations of this Declaration shall comply with the provisions of California *Business and Professions Code* §11018.7 to the extent said Section is applicable.

Section 6. Presumption of Validity. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

ARTICLE XXIV

Enforcement

Each and every covenant, condition, restriction and easement herein contained and in the Bylaws, Articles of Incorporation and Rules and Regulations shall be for the benefit of any and all persons who now own or who may hereafter own any portion of the Project, and all such persons are specifically given the right to enforce the same at law or in equity, and upon the filing of any action to enforce the same, judgment may be given for attorneys fees against the party found to be in breach in favor of the party seeking enforcement. Enforcement of these covenants and restrictions, the Bylaws, Articles of Incorporation and any Rules and Regulations may be sought by the Association or any Owner and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation by way of injunctive relief or to recover damages, and against the land to enforce any lien created by these

covenants, and failure by Declarant, the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall any such failure to enforce the same or any other violation of such covenants or restrictions impair or invalidate the lien of any First Mortgage or First Deed of Trust.

ARTICLE XXV

Term and Termination

Section 1. Term. Except in the event of earlier termination as provided herein, the covenants, conditions and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by Declarant, the Board, or the Owner of any Condominium subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination satisfying the requirements as set forth in Section 2 of this Article XXV is recorded with the County Recorder of the county in which the Project is located.

Section 2. Termination. This Declaration may be terminated upon the vote or written consent of both Members holding sixty-seven percent (67%) of the Voting Power of the Association and sixty-seven percent (67%) of Eligible Mortgagees and the recording of a Declaration of Termination with the County Recorder.

ARTICLE XXVI

Enforcement of Bonded Obligations

If Common Area Improvements which are included in the subdivision offering covering this Project have not been completed prior to the issuance of a Final Subdivision Report and the Association is an obligee under a bond or other arrangement (hereinafter referred to as the "Bond") to secure performance of the commitment of the Declarant pursuant to such subdivision offering to complete the Improvements, then the following substantive and procedural provisions relative to the initiation of action to enforce the obligations of such Declarant and the surety under the Bond shall govern:

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

B. A special meeting of Members of the Association for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the

Bond or on the failure of the Board to consider and vote on the question may be held. Said special meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting signed by Members representing five percent (5%) of the total Voting Power of the Association.

C. At any special meeting called for the purpose set forth in subparagraph B above, the vote shall be by Members of the Association other than Declarant.

D. A vote of a majority of the Members of the Association who reside in the Project, other than the Declarant, to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE XXVII

Right of Owner to Make Improvements or Modifications

Subject to the provisions of the Governing Documents and other applicable provisions of law, if the boundaries of the separate interest are contained within a Building, the Owner of the separate interest may do the following:

A. Make any Improvements or alterations within the boundaries of his or her separate interest that do not impair the structural integrity or mechanical systems or lessen the support of any portions of the Building.

B. Modify a Unit in the Project, at the Owner's expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the Unit for the purposes of this paragraph if the Unit is on the ground floor or already accessible by an existing ramp or elevator. The right granted by this paragraph is subject to the following conditions:

(1) The modifications shall be consistent with applicable building code requirements.

(2) The modifications shall be consistent with the intent of otherwise applicable provisions of the Governing Documents pertaining to safety or aesthetics.

(3) Modifications external to the Unit shall not prevent reasonable passage by other residents and shall be removed by the Owner when the Unit is no longer occupied by persons requiring those modifications who are blind, visually handicapped, deaf, or physically disabled.

(4) Any Owner who intends to modify a Unit pursuant to this paragraph shall submit his or her plans and specifications to the Association of the Project for review

to determine whether the modifications will comply with the provisions of this paragraph. The Architectural Committee shall not deny approval of the proposed modifications under this paragraph without good cause. Any change in the exterior appearance of a separate interest shall be in accordance with the Governing Documents and applicable provisions of law.

(5) If any Improvement or modification which an Owner desires to make may have an impact to another Unit, the Owner shall be required to maintain the design isolation between Units. Namely, the demising party walls and floor ceiling assembly must maintain the designed sound isolation.

ARTICLE XXVIII

Documents to be Provided to Prospective Purchaser

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

- A. A copy of the Governing Documents of the Condominium Project.
- B. If there is a restriction in the Governing Documents limiting the occupancy, residency or use of a separate interest on the basis of age in a manner different from that provided in California Civil Code §51.3, a statement that the restriction is only enforceable to the extent permitted by said Section and a statement specifying the applicable provisions of said Section.
- C. A copy of the Association's most recent financial statement.
- D. 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 interest in his Condominium and the Project 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 interest in the Project pursuant to §§5650(a) and 5660 of the California Civil Code.
- E. Any change in the Association's current regular and special assessments and fees which have been approved by the Association's Board of Directors, that have not become due and payable as of the date disclosure is provided pursuant to this Article.

Upon written request the Association shall, within ten (10) days of the mailing or delivery of the request, provide the Owner of a Condominium with a copy of the requested items specified in subparagraphs A, B, C, D and E of this Article. 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.

ARTICLE XXIX

Resolution of Disputes

Section 1. Disputes. IF ANY DISPUTE SHOULD ARISE BETWEEN THE ASSOCIATION AND/OR AN OWNER OR OWNERS ON THE ONE PART ("CLAIMANT") AND THE DECLARANT, OR ANY OFFICER, DIRECTOR, MANAGER, SHAREHOLDER, PARTNER, MEMBER, EMPLOYER, CONTRACTOR, SUBCONTRACTOR, MATERIAL SUPPLIER, DESIGN PROFESSIONALS, PROPERTY MANAGER, EMPLOYEE, OR AGENT OF THE DECLARANT ON THE OTHER PART (HEREAFTER COLLECTIVELY THE "DECLARANT GROUP") WHETHER THE DISPUTE ARISES UNDER THE DECLARATION OF ANY OTHER MANAGEMENT DOCUMENT OR UNDER ANY AGREEMENT BETWEEN AN OWNER AND DECLARANT, OR RELATING TO ANY CLAIM OF DEFECTS IN CONSTRUCTION OF THE PROJECT OR ANY INDIVIDUAL, OR GROUP OF INDIVIDUAL CONDOMINIUMS, OR FOR BREACH OF ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, NEGLIGENT MISREPRESENTATION, NEGLIGENCE, LATENT OR PATENT DEFECTS, NON-DISCLOSURE, FRAUD, BREACH OF CONTRACT, OR OTHERWISE (A "DISPUTE"), THE DISPUTE SHALL BE RESOLVED IN THE MANNER PROVIDED IN THIS ARTICLE XXIX WHICH PROVIDES FOR ARBITRATION AND WAIVERS OF THE RIGHT TO LITIGATE AND A JURY TRIAL.

A. Notification. Claimant shall provide Declarant with written notice (the "Dispute Notice") of any matters relating to a Dispute, as soon as reasonably possible after Claimant becomes aware of such matters or dispute (a "Claim"). The Dispute Notice shall describe the Claim in reasonable detail sufficient to enable Declarant to determine the nature and extent of the Claim.

B. Cooperation; Access. Upon receipt of the Dispute Notice, the parties shall meet and attempt in good faith to resolve the Claim. If, however, the Claim is for a construction defect, the parties shall comply with the Prelitigation Procedure set forth in Section 2 hereof.

Section 2. Construction Defects. Before the Association, or an Owner or Owners commence an arbitration proceeding claiming damages against Declarant or any member of the Declarant Group based on a claim for defects in the Project (as specified in Civil Code §896), or any individual or group of individual Condominiums in the Project, the Association or an Owner or Owners must first comply with all of the requirements of the Prelitigation Procedure set forth in California Civil Code §§910 through 938 as amended from time to time, as Declarant has elected to use the non adversarial procedure set forth in said sections. Further, in the event the Claim involves the Association, the Association may not commence arbitration proceedings against Declarant without first complying with the Prelitigation Procedure and obtaining the vote or written consent of Owners holding two-thirds (2/3rds) of the Voting Power of the Association (excluding Declarant). The Prelitigation Procedure impacts the legal rights of a purchaser of a Condominium including successors to the initial purchaser. Attached hereto marked Exhibit "A" and by this reference made a part hereof is a copy of the Prelitigation Procedure.

In the event that after complying with the Prelitigation Procedure, the parties are unable to resolve the dispute, the matter shall be referred to arbitration with the Judicial Arbitration and Mediation Services ("JAMS") or any other reputable arbitration service agreed to by the parties.

Section 3. Non Construction Disputes. Any other dispute arising between the Association and/or an Owner or Owners on the one part and any member of the Declarant Group on the other part shall, except for failure of Declarant to pay assessments, and except for an action for declaratory relief or injunctive relief related to the enforcement of this Declaration or Bylaws or the Articles or the Rules and Regulations, be resolved in accordance with the provisions of this Article XXIX hereafter set forth.

Section 4. Binding Arbitration. IF ANY DISPUTES UNDER SECTION 2 SHALL, FOR ANY REASON WHATSOEVER, BE UNRESOLVED AFTER COMPLYING WITH THE PRELITIGATION PROCEDURE, SAID DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA") AND THE CALIFORNIA ARBITRATION ACT ("CAA"). IF ANY PROVISIONS OF THE CAA ARE IN CONFLICT WITH THE FAA, THE PROVISIONS OF THE FAA SHALL CONTROL. IF THE DISPUTE INVOLVES THE ASSOCIATION, THE ASSOCIATION MAY NOT COMMENCE ARBITRATION PROCEEDINGS WITHOUT OBTAINING THE PRIOR VOTE OR WRITTEN CONSENT OF OWNERS HOLDING TWO-THIRDS (2/3RDS) OF THE VOTING POWER OF THE ASSOCIATION (EXCLUDING DECLARANT).

Section 5. Forum for Arbitration. Any dispute not resolved by the Prelitigation Procedure shall be submitted to binding arbitration by and pursuant to the streamlined arbitration rules and procedures of JAMS in effect at the time of the initiation of the arbitration or any other arbitration service that the parties shall select. In the event JAMS is for any reason unwilling or unable to serve as the arbitration service, the parties shall select another reputable arbitration service. If the parties are unable to agree on an alternative service, then either party may petition any court of competent jurisdiction in the county in which the subject property is located to appoint such an alternative service, which shall be binding on the parties. The rules and procedures of such alternative service in effect at the time the request for arbitration is submitted shall be followed.

Section 6. General Arbitration Provisions.

(1) By acceptance of a deed to a Condominium, each Owner expressly agrees that the transaction involving a dispute pertaining to the Project and/or Claimant's condominium involves and concerns interstate commerce and is governed by the provisions of the FAA and the CAA as provided above. Accordingly, any and all Disputes shall be arbitrated, which arbitration shall be mandatory and binding, pursuant to the Federal Arbitration Act.

(2) Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle the dispute shall be considered communications undertaken in the course of effecting a settlement and compromise and, as such, shall not

be admissible as the admission on the part of any party or any representative or agent of that party to be utilized for any purpose in any arbitration proceeding.

(3) The arbitration shall not be deemed a waiver of the attorney/client or attorney/work product privilege.

(4) The proceeding shall be held in the county where the Project is located.

(5) The proceeding shall commence on a date agreed to by the parties and, if the parties cannot agree, then at a date determined by the arbitrator.

(6) The parties shall promptly and diligently cooperate with one another and the arbitrator, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

(7) The arbitrator shall have the power to decide all discovery disputes and all issues of fact and law and report his/her decision thereon, and to issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her. The arbitrator shall conduct neutral and impartial proceedings in accordance with rules and procedures which are fair and reasonable to the parties.

(8) The arbitrator shall be selected according to the procedures of JAMS or the arbitrator service selected, if not JAMS. The arbitrator appointed to serve shall be a neutral and impartial person.

(9) Declarant shall advance all fees necessary to initiate the arbitration, and subsequent fees and costs of the arbitration and/or the arbitrator shall be paid equally by the parties to the arbitration, with the costs and fees of the arbitration and/or the arbitrator to ultimately be borne as determined by the arbitrator.

(10) A stenographic record of the proceeding shall be made if requested by the parties.

(11) The decision of the arbitrator upon all of the issues shall be final and binding upon the parties.

(12) The arbitrator shall not have the power or authority to award attorney's and/or expert (consultant) fees. Each party shall be obligated to pay its own attorney's and expert fees even though a party is determined to be the prevailing party by the arbitrator.

Section 7. Parties Benefited. This Article XXIX shall inure to the benefit of, and be enforceable by, Declarant's contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person who Claimant and/or Declarant contend is responsible, in whole or in part, for any Dispute, including without limitation, any alleged defect in or to Claimant's condominium or the Project, or any improvement or appurtenance thereto. The parties contemplate the inclusion of such parties in any

arbitration of a dispute and agree that the inclusion of such parties will not effect the enforceability of this arbitration agreement.

Section 8. Severability. If any provision of this Article XXIX shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

Section 9. Option of Nonbinding Mediation for Unresolved Dispute. If the Association/Owner or Declarant or any person or entity involved in a Dispute cannot informally resolve the Dispute to their mutual satisfaction and would prefer to attempt a resolution before proceeding to arbitration in the manner set forth in this Article XXIX, then, if the parties agree, the matter may be submitted to a non-binding mediation before a neutral, knowledgeable and experienced mediator mutually agreeable to the parties at JAMS/ENDISPUTE or any mutually acceptable alternative dispute resolution provider. The parties may design the mediation process to best suit their mutual needs. Before the mediation, the parties shall execute an agreement pursuant to California Evidence Code §1119 and agree that the mediation as well as any resolution is confidential, not to be revealed to any person or entity beyond the parties and their attorneys, if any.

Section 10. Injunctive Relief. If the Association or any Owner shall breach the provisions of this Article, Declarant shall be entitled to injunctive relief (without the necessity of proving any damages) to compel the Association and/or Owner to comply with the procedures set forth in this Article.

Section 11. No Amendment Without Consent. Notwithstanding any other provision of this Declaration for a period of ten (10) years after the sale of the last Condominium in the Project, neither this Article nor any provision hereof shall be amended, altered, rescinded, or deleted without the written consent of Declarant. Declarant is hereby expressly made a third party beneficiary of the provisions of this Article XXIX.

Section 12. Disputes Relating To Governing Documents. In the event of a dispute between the Association and an Owner, or between an Owner and another Owner, relating to the enforcement of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, or other Governing Documents of the Association, the issue or issues shall be attempted to be resolved pursuant to the Dispute Resolution Procedure set forth in the Bylaws and if the dispute is not resolved in that manner, at the request of any party, shall be submitted to arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association (AAA) before an arbitrator selected from the panels of the arbitrators of AAA. Where a vote or written assent is required, either for or against an action, the arbitrator shall be considered a provisional director and/or member of the Association who is authorized to attend any regular, special or adjourned meeting of the Association. In the event of referral to arbitration, the Owner requesting arbitration shall remit the fee to initiate the arbitration. However, the final cost of said arbitration shall ultimately be borne as determined by the arbitrator.

Section 13. Waivers of Right to Litigate and Jury Trial. BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, EACH OWNER, AND THE ASSOCIATION, SHALL BE DEEMED TO HAVE AGREED TO HAVE ANY DISPUTE DECIDED BY

NEUTRAL BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS HEREOF. DECLARANT, THE ASSOCIATION, AND EACH OWNER ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT WITH A JURY TRIAL AND ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "RESOLUTION OF DISPUTES" ARTICLE. IF DECLARANT, THE ASSOCIATION, AND/OR ANY OWNER REFUSES TO SUBMIT TO ARBITRATION, DECLARANT, THE ASSOCIATION OR SUCH OWNER MAY BE COMPELLED TO ARBITRATE.

Section 14. Judicial Reference of Construction Defect Claims. Solely in the event that the binding arbitration provisions herein should be challenged and found by a final order of court of competent jurisdiction to be unenforceable or otherwise inapplicable, then all unresolved construction defect and other claims shall be resolved by general judicial reference pursuant to California Code of Civil Procedures §§638 and 641 through 645.1, or any successor and companion statutes. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included.

Section 15. Application of Proceeds. All proceeds awarded to the Association arising out of a Dispute, whether by settlement or award or otherwise shall be applied first to repair any defect or replace any reserve funds used to cause such repairs and then to pay for the costs of arbitrating the Dispute. Any excess proceeds shall be used for the purposes determined by the Board subject to compliance with all applicable laws pertaining to nonprofit mutual benefit corporation.

ARTICLE XXX

Mold and Water Intrusion

Section 1. Mold. It is important to note that mold tends to proliferate in warm, wet areas. High levels of mold in an enclosed setting can lead to mild to significant detrimental health effects. As such, it is each Owner's responsibility to maintain his or her Unit so as to avoid the accumulation of moisture and/or mold within the Unit. Such mitigation matters should include, without limitation, the frequent ventilation of the Unit, removal of standing water on balcony, patio or deck areas, prompt repair of any leaks which permit water intrusion into the Unit, and prompt repair of plumbing leaks within the Unit (irrespective of who or what may have caused any such leaks). Each Owner also understands that the presence of indoor plants may also increase mold levels within the Unit. Also, the propping of large pieces of furniture against wall surfaces may lead to mold spore accumulation. It is the responsibility of each Owner to monitor and maintain his or her Unit so as to mitigate and avoid the conditions which are likely to lead to the presence and/or spreading of mold. In the event that mold does appear within the Unit, it is also the Owner's responsibility to promptly and properly treat such mold to minimize the spreading thereof and/or unhealthy conditions likely to arise as a result thereof. Each Owner is responsible to learn how to clean any affected improvements. For further information on mold related issues including mold cleanup and moisture control/condensation/humidity issues, Owners may call the Environmental Protection Agency Indoor Air Quality Information Clearhouse whose telephone number, at the date hereof, is (800) 438-4318.

Section 2. Water Intrusion. Notwithstanding any other provision herein, in the event that there shall be intrusion of water into any Unit (including, without limitation, as a result of any roof, window, skylight, siding or other leaks (including, without limitation, plumbing leaks), the Owner of the impacted Unit shall be obligated to immediately notify the Association of such event, and such Owner shall take all necessary and appropriate action to repair such condition and stop any such water intrusion. In the event of any water intrusion into the Common Area and/or upon the Association's receipt of notice from a Unit Owner regarding water intrusion in such Units, the Association shall thereafter take all appropriate action including a prompt inspection of the condition, repair of the condition (if such condition impacts the Common Area) and mitigation of mold or mildew. Each Owner shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew. Failure of any Owner to timely notify the Association of any such water intrusion and the failure of the Association to promptly repair such condition shall be cause to deny future claims against Declarant relating thereto, which claims could have been mitigated had earlier action been taken.

ARTICLE XXXI

Maintenance Obligations

Declarant has provided a Maintenance Manual for the Project (attached as Exhibit "B") in addition to the Association's general maintenance obligations set forth in this Declaration, the Association and the Owners shall, at all times, perform, as recommended in the Maintenance Manual for the Project prepared by Declarant, all necessary routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of the inspections and the recommendations set forth in the Maintenance Manual.

ARTICLE XXXII

Combination of Units

An Owner of a Unit shall have the right to combine two (2) or more contiguous Units, provided:

A. The Owner obtains prior Board approval of the same, which may include approval of the applicable plans and specifications by the Architectural Committee; provided, however, such approval shall not be required if such combination occurs during the initial construction of the Project by Declarant;

B. The Owner must obtain all required governmental permits inspections and approvals, and such modifications and alterations are consistent with applicable building code requirements;

C. The Owner shall be obligated to pay the Assessments attributable to each Unit so combined;

D. Once so combined, said Units shall not be separately conveyed or encumbered;

E. No action, in so combining the Units, shall adversely impact the Unit(s) above or below such Units or the Common Area, including encroaching thereon or changing or modifying building systems or the load-bearing components thereof, or impairing or interfering with the structural integrity or mechanical systems of the Project; and

F. The Owner shall pay all costs associated with combining the Units, including without limitation, any architectural and engineering fees associated therewith.

ARTICLE XXXIII

Power to Correct Condominium Plan

Declarant and the Association are hereby given a power of attorney to act on behalf of the Owners and their Mortgagees to correct errors in the Condominium Plan by executing on behalf of the affected Owners and Mortgagees an amendment to the Condominium Plan and an instrument to effect any conveyance or partial reconveyance necessary to correct such errors. The power hereby given to the Declarant and the Association is limited in the following respects:

A. The power may be exercised only to correct errors in the Condominium Plan as evidenced by a written statement which describes the error(s) and which is signed by an engineer licensed to practice in the State of California. The power hereby given may not be utilized for any other purpose.

B. The power may not be exercised on behalf of an Owner or Mortgagee if the Owner's Unit or Exclusive Use Common Area would be reduced in size by reason of the correction.

The power hereby given is coupled with an interest and may not be revoked by an Owner but may be revoked by a Mortgagee. Any such revocation by a Mortgagee shall be by means of its signed statement or revocation recorded with the Los Angeles County Recorder's Office.

ARTICLE XXXIV

Rights of Mortgagees

A. A Mortgagee shall not be entitled to receive any notice required to be given under this Declaration unless and until such Mortgagee shall have delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a specified Condominium within the Project. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

B. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Condominium, but all liens and encumbrances of said covenants, conditions or restrictions (including, without limitation, the lien to secure Assessments provided in Article VII arising from and after foreclosure of such Mortgage or otherwise applying shall bind the foreclosing Mortgagee, if said Mortgagee acquires title, and any Owner whose title is derived therefrom.

C. A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale under a Mortgage made in good faith and for value, shall acquire title free of any lien or claim for unpaid Assessments against such Condominium(s) that accrued prior to the time such Mortgagee or transferee takes title to such Condominium. In addition, such Mortgagee or transferee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type that is impractical or infeasible to cure. The Board's reasonable determination, made in good faith, as to whether a breach is noncurable or infeasible to cure, shall be final and binding on all Mortgagees and transferees.

D. Where any action requires the vote or consent of a specific percentage of Mortgagees, Mortgagees holding First Mortgages on more than one Condominium shall be entitled to one vote for each Condominium, subject to such First Mortgage.

ARTICLE XXXV

Availability of Documents

Association shall be required to make available to Owners, lenders and the holders and insurers of the First Mortgage on any Condominium, current copies of this Articles of Incorporation and Bylaws of the Association, and Rules and Regulations governing the Project and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers of Condominium(s) current copies of the Declaration, Articles of Incorporation and Bylaws of the Association, and Rules and Regulations governing the condominium, and the most recent annual audited financial statement, if such is prepared.

"Available" shall at least mean availability for inspection upon request, during normal business hours or under other reasonable circumstances.

ARTICLE XXXVI

General Provisions

Section 1. Interpretation and Severability. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

Section 2. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally by a nationally recognized overnight carrier or by mail. If delivery is made by mail, the same shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to each such person at the address given by such person to the Board for the purpose of service, or to such person's Unit, if no address has been given to the Board. An address may for any reason be changed from time to time by notice in writing to the Board.

Section 3. Violation Deemed a Nuisance. Every act or omission in violation of any covenant, condition, or restriction herein set forth shall constitute a nuisance, and in addition to the legal remedies hereinbefore set forth, may be abated or enjoined by Declarant, any Owner or the Association.

Section 4. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, grantees and lessees of the Declarant and each Owner. This Declaration shall run with the land, and shall continue in full force and effect until (i) terminated by a court of competent jurisdiction pursuant to law, or (ii) in the event of the total destruction of the improvements on the Property and a subsequent determination of the Owners not to rebuild the same, or a total abandonment of said Improvements by the Owners, or as hereinabove provided. Each purchaser by accepting a deed or valid contract of sale to any individual Condominium, accepts the same subject to all the covenants, conditions and restrictions herein contained, and agrees to be bound by each and all thereof. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

Section 5. No Restrictions for Race, Color or Creed. No Owner shall execute or file for record any instrument which imposes a restriction upon the sale, leasing or occupancy of his Condominium on the basis of race, color or creed.

Section 6. Cumulative Remedies. Each right and remedy provided for in this Declaration shall be cumulative and not exclusive.

Section 7. Notice of Sale or Lease of Condominium. Within five (5) business days after the consummation of the sale, transfer or lease of any Condominium under circumstances whereby the transferee becomes an Owner or lessee thereof, the transferee, or the Owner in the case of a lease, shall notify the Board in writing of such sale or lease. Such notification shall set forth (i) the names of the transferee or lessee and his transferor or lessor, (ii) the street address or Unit number of the Condominium purchased or leased by the transferee, (iii) the number and names of all persons and the ages of all minors who intend to occupy said Unit, (iv) the transferee's mailing address, telephone number and e-mail address, and (v) the date of sale or lease. Prior to receipt of such notification, any and all communications required or permitted to be given by Declarant, the Board or the Architectural Committee or any agent or representative thereof shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor or lessor.

Section 8. Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary and the masculine, feminine and neuter shall include the masculine, feminine or neuter as the context requires.

Section 9. Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 10. Covenants to Run With the Land. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

Section 11. General Limitations. Except as specifically provided in this Declaration or as required by law, no right, power, or responsibility conferred on the Board or the Architectural Committee by this Declaration, the Articles or the Bylaws shall be construed as a duty, obligation or disability charged upon the Board, the Architectural Committee, any member of the Board or of the Architectural Committee, or any other officer, employee or agent of the Association. To the fullest extent permitted by law, no member of the Board or the Architectural Committee or any other committee of the Association or any officer, director, shareholder, member, employee or agent of the Association, or Declarant, Declarant's members (and the members of such members), or the Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence or the like of the Association, the Board, the Architectural Committee, the manager or any other representative or employee of the Association, Declarant, or any officer of the Association, or of Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct, and within which such person reasonably believed to be the scope of his/her duties.

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

935-937 N. HUDSON, LLC, a
California Limited Liability Company

By _____
Demitri Samaha, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, before me, _____
(Insert Name of Notary Public and Title)

_____, personally appeared _____, 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 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)

SUBORDINATION

The undersigned beneficiary under that certain Deed of Trust recorded November 13, 2015 as Instrument No. 20151422405 Official Records, Los Angeles, County, California, does hereby consent to each and all of the provisions contained in the within Declaration of Covenants, Conditions and Restrictions and any amendments and annexations thereto and the entire effect thereto and does hereby agree that the lien and charge of said Deed of Trust shall be and is hereby made subordinate to, junior to and subject to the Declaration of Covenants, Conditions and Restrictions and any amendments and annexations thereto and the entire effect thereof.

Dated: _____, 20__

EAST WEST BANK

By _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, before me, _____
(Insert Name of Notary Public and Title)

_____, personally appeared _____
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 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)

EXHIBIT "A"

Prelitigation Procedures

CHAPTER 4. PRELITIGATION PROCEDURE

§10. Prior to filing an action against any party alleged to have contributed to a violation of the standards set forth in Chapter 2 (commencing with Section 896), the claimant shall initiate the following prelitigation procedures:

(a) The claimant or his or her legal representative shall provide written notice via certified mail, overnight mail, or personal delivery to the builder, in the manner prescribed in this section, of the claimant's claim that the construction of his or her residence violates any of the standards set forth in Chapter 2 (commencing with Section 896). That notice shall provide the claimant's name, address, and preferred method of contact, and shall state that the claimant alleges a violation pursuant to this part against the builder, and shall describe the claim in reasonable detail sufficient to determine the nature and location, to the extent known, of the claimed violation. In the case of a group of homeowners or an association, the notice may identify the claimants solely by address or other description sufficient to apprise the builder of the locations of the subject residences. That document shall have the same force and effect as a notice of commencement of a legal proceeding.

(b) The notice requirements of this section do not preclude a homeowner from seeking redress through any applicable normal customer service procedure as set forth in any contractual warranty, or other builder-generated document; and, if a homeowner seeks to do so, that request shall not satisfy the notice requirements of this section.

§11. (a) For purposes of this title, except as provided in subdivision (b) "builder" means any entity or individual, including, but not limited to, a builder, developer, general contractor, contractor, or original seller, who, at the time of sale, was also in the business of selling residential units to the public for the property that is the subject of the homeowner's claim or was in the business of building, developing, or constructing residential units for public purchase for the property that is the subject of the homeowner's claim.

(b) For the purposes of this title, "builder" does not include any entity or individual whose involvement with a residential unit that is the subject of the homeowner's claim is limited to his or her capacity as general contractor or contractor and who is not a partner, member of, subsidiary of, or otherwise similarly affiliated with the builder. For purpose of this title, these nonaffiliated general contractors and nonaffiliated contractors shall be treated the same as subcontractors, material suppliers, individual product manufacturers, and design professionals.

§12. A builder shall do all of the following:

(a) Within 30 days of a written request by a homeowner or his or her legal representative, the builder shall provide copies of all relevant plans, specifications, mass or rough grading plans, final soils reports, Bureau of Real Estate public reports, and available engineering calculations, that pertain to a homeowner's residence specifically or as part of a larger development tract. The request shall be honored if it states that it is made relative to structural, fire safety, or soils provisions of this title. However, a builder is not obligated to provide a copying service, and

reasonable copying costs shall be borne by the requesting party. A builder may require that the documents be copied onsite by the requesting party, except that the homeowner may, at his or her option, use his or her own copying service, which may include an off site copy facility that is bonded and insured. If a builder can show that the builder maintained the documents, but that they later became unavailable due to loss or destruction that was not the fault of the builder, the builder may be excused from the requirements of this subdivision, in which case the builder shall act with reasonable diligence to assist the homeowner in obtaining those documents from any applicable government authority or from the source that generated the document. However, in that case, the time limits specified by this section do not apply.

(b) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, the builder shall provide to the homeowner or his or her legal representative copies of all maintenance and preventative maintenance recommendations that pertain to his or her residence within 30 days of service of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(c) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all manufactured products maintenance, preventive maintenance, and limited warranty information within 30 days of a written request for those documents. These documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(d) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all of the builder's limited contractual warranties in accordance with this part in effect at the time of the original sale of the residence within 30 days of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.

(e) A builder shall maintain the name and address of an agent for notice pursuant to this chapter with the Secretary of State or, alternatively, elect to use a third party for that notice if the builder has notified the homeowner in writing of the third party's name and address, to whom claims and requests for information under this section may be mailed. The name and address of the agent for notice or third party shall be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.

This subdivision applies to instances in which a builder contracts with a third party to accept claims and act on the builder's behalf. A builder shall give actual notice to the homeowner that the builder has made such an election, and shall include the name and address of the third party.

(f) A builder shall record on title a notice of the existence of these procedures and a notice that these procedures impact the legal rights of the homeowner. This information shall also be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.

(g) A builder shall provide with the original sales documentation, a written copy of this title which shall be initialed and acknowledged by the purchaser and the builder's sales representative.

(h) As to any documents provided in conjunction with the original sale, the builder shall instruct the original purchaser to provide those documents to any subsequent purchaser.

(i) Any builder who fails to comply with any of these requirements within the time specified is not entitled to the protection of this chapter, and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action, in which case the remaining chapters of this part shall continue to apply to the action.

913. A builder or his or her representative shall acknowledge, in writing, receipt of the notice of the claim within 14 days after receipt of the notice of the claim. If the notice of the claim is served by the claimant's legal representative, or if the builder receives a written representation letter from a homeowner's attorney, the builder shall include the attorney in all subsequent substantive communications, including, without limitation, all written communications occurring pursuant to this chapter, and all substantive and procedural communications, including all written communications, following the commencement of any subsequent complaint or other legal action, except that if the builder has retained or involved legal counsel to assist the builder in this process, all communications by the builder's counsel shall only be with the claimant's legal representative, if any.

914. (a) This chapter establishes a nonadversarial procedure, including the remedies available under this chapter which, if the procedure does not resolve the dispute between the parties, may result in a subsequent action to enforce the other chapters of this title. A builder may attempt to commence nonadversarial contractual provisions other than the nonadversarial procedures and remedies set forth in this chapter, but may not, in addition to its own nonadversarial contractual provisions, require adherence to the nonadversarial procedures and remedies set forth in this chapter, regardless of whether the builder's own alternative nonadversarial contractual provisions are successful in resolving the dispute or ultimately deemed enforceable.

At the time the sales agreement is executed, the builder shall notify the homeowner whether the builder intends to engage in the nonadversarial procedure of this section or attempt to enforce alternative nonadversarial contractual provisions. If the builder elects to use alternative nonadversarial contractual provisions in lieu of this chapter, the election is binding, regardless of whether the builder's alternative nonadversarial contractual provisions are successful in resolving the ultimate dispute or are ultimately deemed enforceable.

(b) Nothing in this title is intended to affect existing statutory or decisional law pertaining to the applicability, viability, or enforceability of alternative dispute resolution methods, alternative remedies, or contractual arbitration, judicial reference, or similar procedures requiring a binding resolution to enforce the other chapters of this title or any other disputes between homeowners and builders. Nothing in this title is intended to affect the applicability, viability, or enforceability, if any, of contractual arbitration or judicial reference after a nonadversarial procedure or provision has been completed.

915. If a builder fails to acknowledge receipt of the notice of a claim within the time specified, elects not to go through the process set forth in this chapter, or fails to request an inspection within the time specified, or at the conclusion or cessation of an alternative nonadversarial proceeding, this chapter does not apply and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action. However, the standards set forth in the other chapters of this title shall continue to apply to the action.

916. (a) If a builder elects to inspect the claimed unmet standards, the builder shall complete the initial inspection and testing within 14 days after acknowledgment of receipt of the

notice of the claim, at a mutually convenient date and time. If the homeowner has retained legal representation, the inspection shall be scheduled with the legal representative's office at a mutually convenient date and time, unless the legal representative is unavailable during the relevant time periods. All costs of builder inspection and testing, including any damage caused by the builder inspection, shall be borne by the builder. The builder shall also provide written proof that the builder has liability insurance to cover any damages or injuries occurring during inspection and testing. The builder shall restore the property to its pretesting condition within 48 hours of the testing. The builder shall, upon request, allow the inspections to be observed and electronically recorded, videotaped, or photographed by the claimant or his or her legal representative.

(b) Nothing that occurs during a builder's or claimant's inspection or testing may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

(c) If a builder deems a second inspection or testing reasonably necessary, and specifies the reasons therefor in writing within three days following the initial inspection, the builder may conduct a second inspection or testing. A second inspection or testing shall be completed within 40 days of the initial inspection or testing.

All requirements concerning the initial inspection or testing shall also apply to the second inspection or testing.

(d) If the builder fails to inspect or test the property within the time specified, the claimant is released from the requirements of this section and may proceed with the filing of an action. However, the standards set forth in the other chapters of this title shall continue to apply to the action.

(e) If a builder intends to hold a subcontractor, design professional, individual product manufacturer, or material supplier, including an insurance carrier, warranty company, or service company, responsible for its contribution to the unmet standard, the builder shall provide notice to that person or entity sufficiently in advance to allow them to attend the initial, or if requested, second inspection of any alleged unmet standard and to participate in the repair process. The claimant and his or her legal representative, if any, shall be advised in a reasonable time prior to the inspection as to the identity of all persons or entities invited to attend. This subdivision shall not apply to the builder's insurance company. Except with respect to any claims involving a repair actually conducted under this chapter, nothing in this subdivision shall be construed to relieve a subcontractor, design professional, individual product manufacturer, or material supplier of any liability under an action brought by a claimant.

917. Within 30 days of the initial or, if requested, second inspection or testing, the builder may offer in writing to repair the violation. The offer to repair shall also compensate the homeowner for all applicable damages recoverable under Section 944, within the time frame for the repair set forth in this chapter. Any such offer shall be accompanied by a detailed, specific, step-by-step statement identifying the particular violation that is being repaired, explaining the nature, scope, and location of the repair, and setting a reasonable completion date for the repair. The offer shall also include the names, addresses, telephone numbers, and license numbers of the contractors whom the builder intends to have perform the repair. Those contractors shall be fully insured for, and shall be responsible for, all damages or injuries that they may cause to occur during the repair, and evidence of that insurance shall be provided to the homeowner upon request. Upon written request by the homeowner or his or her legal representative, and within the time frames set forth in this chapter, the builder shall also provide any available technical documentation, including, without limitation, plans and specifications, pertaining to the claimed violation within the particular home or

development tract. The offer shall also advise the homeowner in writing of his or her right to request up to three additional contractors from which to select to do the repair pursuant to this chapter.

918. Upon receipt of the offer to repair, the homeowner shall have 30 days to authorize the builder to proceed with the repair. The homeowner may alternatively request, at the homeowner's sole option and discretion, that the builder provide the names, addresses, telephone numbers, and license numbers for up to three alternative contractors who are not owned or financially controlled by the builder and who regularly conduct business in the county where the structure is located. If the homeowner so elects, the builder is entitled to an additional noninvasive inspection, to occur at a mutually convenient date and time within 20 days of the election, so as to permit the other proposed contractors to review the proposed site of the repair. Within 35 days after the request of the homeowner for alternative contractors, the builder shall present the homeowner with a choice of contractors. Within 20 days after that presentation, the homeowner shall authorize the builder or one of the alternative contractors to perform the repair.

919. The offer to repair shall also be accompanied by an offer to mediate the dispute if the homeowner so chooses. The mediation shall be limited to a four-hour mediation, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator, and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation occurs within 15 days after the request to mediate is received and occurs at a mutually convenient location within the county where the action is pending. If a builder has made an offer to repair a violation, and the mediation has failed to resolve the dispute, the homeowner shall allow the repair to be performed by the selected contractor.

920. If the builder fails to make an offer to repair or otherwise strictly comply with this chapter within the times specified, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If the contractor performing the repair does not complete the repair in the time or manner specified, the claimant may file an action. If this occurs, the standards set forth in the other chapters of this part shall continue to apply to the action.

921. (a) In the event that a resolution under this chapter involves a repair by the builder, the builder shall make an appointment with the claimant, make all appropriate arrangements to effectuate a repair of the claimed unmet standards, and compensate the homeowner for all damages resulting therefrom free of charge to the claimant. The repair shall be scheduled through the claimant's legal representative, if any, unless he or she is unavailable during the relevant time periods. The repair shall be commenced on a mutually convenient date within 14 days of acceptance or, if an alternative contractor is selected by the homeowner, within 14 days of the selection, or, if a mediation occurs, within seven days of the mediation, or within five days after a permit is obtained if one is required. The builder shall act with reasonable diligence in obtaining any such permit.

(b) The builder shall ensure that work done on the repairs is done with the utmost diligence, and that the repairs are completed as soon as reasonably possible, subject to the nature of the repair or some unforeseen event not caused by the builder or the contractor performing the repair. Every effort shall be made to complete the repair within 120 days.

922. The builder shall, upon request, allow the repair to be observed and electronically recorded, videotaped, or photographed by the claimant or his or her legal representative. Nothing that occurs during the repair process may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

923. The builder shall provide the homeowner or his or her legal representative, upon request, with copies of all correspondence, photographs, and other materials pertaining or relating in any manner to the repairs.

924. If the builder elects to repair some, but not all of, the claimed unmet standards, the builder shall, at the same time it makes its offer, set forth with particularity, in writing, the reasons, and the support for those reasons, for not repairing all claimed unmet standards.

925. If the builder fails to complete the repair within the time specified in the repair plan, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If this occurs, the standards set forth in the other chapters of this title shall continue to apply to the action.

926. The builder may not obtain a release or waiver of any kind in exchange for the repair work mandated by this chapter. At the conclusion of the repair, the claimant may proceed with filing an action for violation of the applicable standard or for a claim of inadequate repair, or both, including all applicable damages available under Section 944.

927. If the applicable statute of limitations has otherwise run during this process, the time period for filing a complaint or other legal remedies for violation of any provision of this title, or for a claim of inadequate repair, is extended from the time of the original claim by the claimant to 100 days after the repair is completed, whether or not the particular violation is the one being repaired. If the builder fails to acknowledge the claim within the time specified, elects not to go through this statutory process, or fails to request an inspection within the time specified, the time period for filing a complaint or other legal remedies for violation of any provision of this title is extended from the time of the original claim by the claimant to 45 days after the time for responding to the notice of claim has expired. If the builder elects to attempt to enforce its own nonadversarial procedure in lieu of the procedure set forth in this chapter, the time period for filing a complaint or other legal remedies for violation of any provision of this part is extended from the time of the original claim by the claimant to 100 days after either the completion of the builder's alternative nonadversarial procedure, or 100 days after the builder's alternative nonadversarial procedure is deemed unenforceable, whichever is later.

928. If the builder has invoked this chapter and completed a repair, prior to filing an action, if there has been no previous mediation between the parties, the homeowner or his or her legal representative shall request mediation in writing. The mediation shall be limited to four hours, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation will occur within 15 days after the request for mediation is received and shall occur at a mutually convenient location within the county where the action is pending. In the event that a mediation is used at this point, any applicable statutes of limitations shall be tolled from the date of the request to mediate until the next court day after the mediation is completed, or the 100-day period, whichever is later.

929. (a) Nothing in this chapter prohibits the builder from making only a cash offer and no repair. In this situation, the homeowner is free to accept the offer, or he or she may reject the offer and proceed with the filing of an action. If the latter occurs, the standards of the other chapters of this title shall continue to apply to the action.

(b) The builder may obtain a reasonable release in exchange for the cash payment. The builder may negotiate the terms and conditions of any reasonable release in terms of scope and consideration in conjunction with a cash payment under this chapter.

930. (a) The time periods and all other requirements in this chapter are to be strictly construed, and, unless extended by the mutual agreement of the parties in accordance with this chapter, shall govern the rights and obligations under this title. If a builder fails to act in accordance with this section within the time frames mandated, unless extended by the mutual agreement of the parties as evidenced by a post-claim written confirmation by the affected homeowner demonstrating that he or she has knowingly and voluntarily extended the statutory time frame, the claimant may proceed with filing an action. If this occurs, the standards of the other chapters of this title shall continue to apply to the action.

(b) If the claimant does not conform with the requirements of this chapter, the builder may bring a motion to stay any subsequent court action or other proceeding until the requirements of this chapter have been satisfied. The court, in its discretion, may award the prevailing party on such a motion, his or her attorney's fees and costs in bringing or opposing the motion.

931. If a claim combines causes of action or damages not covered by this part, including, without limitation, personal injuries, class actions, other statutory remedies, or fraud-based claims, the claimed unmet standards shall be administered according to this part, although evidence of the property in its unrepaired condition may be introduced to support the respective elements of any such cause of action. As to any fraud-based claim, if the fact that the property has been repaired under this chapter is deemed admissible, the trier of fact shall be informed that the repair was not voluntarily accepted by the homeowner. As to any class action claims that address solely the incorporation of a defective component into a residence, the named and unnamed class members need not comply with this chapter.

932. Subsequently discovered claims of unmet standards shall be administered separately under this chapter, unless otherwise agreed to by the parties. However, in the case of a detached single family residence, in the same home, if the subsequently discovered claim is for a violation of the same standard as that which has already been initiated by the same claimant and the subject of a currently pending action, the claimant need not reinitiate the process as to the same standard. In the case of an attached project, if the subsequently discovered claim is for a violation of the same standard for a connected component system in the same building as has already been initiated by the same claimant, and the subject of a currently pending action, the claimant need not reinitiate this process as to that standard.

933. If any enforcement of these standards is commenced, the fact that a repair effort was made may be introduced to the trier of fact. However, the claimant may use the condition of the property prior to the repair as the basis for contending that the repair work was inappropriate, inadequate, or incomplete, or that the violation still exists. The claimant need not show that the repair work resulted in further damage nor that damage has continued to occur as a result of the violation.

934. Evidence of both parties' conduct during this process may be introduced during a subsequent enforcement action, if any, with the exception of any mediation. Any repair efforts undertaken by the builder, shall not be considered settlement communications or offers of settlement and are not inadmissible in evidence on such a basis.

935. To the extent that provisions of this chapter are enforced and those provisions are substantially similar to provisions in §6000, but an action is subsequently commenced under §6000, the parties are excused from performing the substantially similar requirements under §6000.

936. Each and every provision of the other chapters of this title apply to general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals to the extent that the general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals caused, in whole or in part, a violation of a particular standard as the result of a negligent act or omission or a breach of contract. In addition to the affirmative defenses set forth in Section 945.5, a general contractor, subcontractor, material supplier, design professional, individual product manufacturer, or other entity may also offer common law and contractual defenses as applicable to any claimed violation of a standard. All actions by a claimant or builder to enforce an express contract, or any provision thereof, against a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional is preserved. Nothing in this title modifies the law pertaining to joint and several liability for builders, general contractors, subcontractors, material suppliers, individual product manufacturer, and design professionals that contribute to any specific violation of this title. However, the negligence standard in this section does not apply to any general contractor, subcontractor, material supplier, individual product manufacturer, or design professional with respect to claims for which strict liability would apply.

937. Nothing in this title shall be interpreted to eliminate or abrogate the requirement to comply with §411.35 of the Code of Civil Procedure or to affect the liability of design professionals, including architects and architectural firms, for claims and damages not covered by this title.

938. This title applies only to new residential units where the purchase agreement with the buyer was signed by the seller on or after January 1, 2003.