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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLA MARINA II CONDOMINIUM PROJECT
PARCEL MAP L.A. NO. 5232
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

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RESTRICTIONS FOR THE VILLA MARINA II CONDOMINIUM PROJECT

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CONDOMINIUM DECLARATION AND COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLA MARINA II CONDOMINIUM PROJECT
PM LA NO. 5232

This declaration, made on the date hereinafter set forth, by Villa Marina II Condominiums, a Limited Partnership, hereinafter referred to as "declarant" is made with reference to the following facts:

A. Declarant is the owner of a certain tract of land located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.

B. Declarant has improved or intends to improve said property by constructing thereon a two-story, four-unit residential condominium complex, together with parking area, containing eight individual parking spaces; and further declarant intends to establish a condominium under the provisions of the California Condominium Act, providing for separate title to each unit within said project, and undivided interests in portions of the remaining property.

C. The development as a whole shall be referred to as the "project" as defined in Section 1.24.

D. Declarant intends by this document to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said condominiums and the owners thereof.

E. Declarant hereby establishes by this declaration a plan for the individual ownership of the real property estates, consisting of

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the area of space contained in each condominium unit as well as the co-ownership by the individual owners, as tenants in common and as hereafter set forth, of other portions of the property which are hereinafter defined and referred to as the "common area".

Now therefore, declarant hereby declares that the hereinafter described property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property, in the project, and every part thereof, in accordance with the plan for the improvement of the property and the division of a portion thereof into condominiums. All of the limitations, covenants, conditions, restrictions and easements, shall constitute covenants which shall run with the land and shall be binding upon declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the property.

ARTICLE I
DEFINITIONS

1.1 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the project which is to be paid by each unit owner as determined by the Association.

1.2 "Association" shall mean and refer to the Villa Marina II Condominium Homeowner's Association, a California Non-Profit Mutual Benefit Corporation, the members of which shall be the owners of

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condominiums in the project.

1.3 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.4 "Building" shall mean and include the entire condominium complex structure which is to be built on the property.

1.5 "Bylaws" shall mean and refer to the bylaws of the Association as amended from time to time.

1.6 "Committee" or "Architectural Committee" shall mean and refer to the architectural committee described in Section 7.7.

1.7 "Common Area" shall mean and refer to all the property (excepting the individual condominium units) title to which is held by all of the owners in common. The common area includes, without limitation: bearing walls, elevator and elevator equipment room, roofs, exterior lighting, trash enclosures and receptacles, stairways, landscaping, columns, girders, slabs and floors to the unfinished surfaces thereof, conduits, pipes, fire and irrigation sprinklers, plumbing, wires and other utility installations required to provide power, light, telephone, gas, water, sewerage, and drainage to the unit boundaries.

1.8 "Common Expenses" means and includes the actual and estimated expenses of the association, and any reasonable reserve for such purposes as found and determined by the board and all such sums designated common expenses by or pursuant to the project documents.

1.1 "Common Interest" means the proportionate undivided interest in the common area or any part thereof which is appurtenant

to each unit as set forth in this declaration.

1.10 "Condominium" shall mean an estate in real property as defined in California Civil Code Section 783 consisting of title to a unit and an undivided interest in the common area. The ownership of each condominium shall include the ownership of a unit and an undivided interest in the common area, membership in the association, and a non-exclusive easement for ingress and egress over the common area. Each unit shall be a separate freehold estate consisting of the space described and defined in Sections 1.29 and 2.2a. Each unit includes the portions of the structures so described and the air space so encompassed.

1.11 "Condominium Documents" shall mean and refer to this declaration as it may be amended from time to time, the exhibits attached hereto, the bylaws of the Association, and the rules and regulations for the members as established from time to time.

1.12 "Condominium Plan" shall mean and refer to the recorded diagrammatic floorplan of the units built or to be built on the property which identifies each unit and shows its dimensions pursuant to Civil Code Section 1351, which condominium plan is attached hereto marked Exhibit "B" and incorporated by reference herein.

1.13 "Condominium Unit" shall mean and refer to the elements of a condominium as defined in Section 2.2a which are not owned in common with the owners of other units.

1.14 "Declarant" shall mean and refer to Tyroll Barker and Bob Peterson.

1.15 "Declaration" shall mean and refer to this declaration.

1.16 "Institutional Lender" shall mean any bank, savings and loan association, insurance company or other financial institution holding a recorded first mortgage on any unit.

1.17 "Map" shall mean and refer to that condominium subdivision map recorded on the 9TH day of NOVEMBER, 1983, in Book 165 at pages 84 through 85 of Parcel Maps Records of the County of Los Angeles.

1.18 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.19 "Mortgage" shall include a deed of trust as well as a mortgage.

1.20 "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a mortgagee.

1.21 "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

1.22 "Owner" or "Owners" shall mean and refer to the record holder or holders of title, if more than one, to a condominium in the project. This shall include any person having a fee simple title to any unit and shall include contract sellers, but shall exclude persons or entities having any interest merely as security for the performance of an obligation. If a unit is sold under a recorded contract of sale, the purchaser, rather than the fee owner, shall be considered the "owner".

1.23 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.24 "Project" shall remain and refer to the property including all structures and improvements erected or to be erected thereon.

1.25 "Project Documents" means the same as "Condominium Documents".

1.26 "Property" or "Properties" means and includes all of the real property described above.

1.27 "Restricted Common Area" shall mean and refer to those portions of the common areas, if any, set aside for exclusive use of a unit owner or owners, pursuant to Section 2.21.

1.28 "Share" means the percentages in and to the common area attributed to and appurtenant to each unit as set forth in Exhibit "C".

1.29 "Unit" means a condominium unit as described in Section 2.2a and as defined in Section 1350(2) of the California Civil Code, i.e., that portion of any condominium or proposed condominium which is not owned in common with other owners, and which is designated as a unit on the condominium plan.

1.30 "Unit Designation" means the number, letter or combination thereof or other official designation(s) shown on the condominium plan. Each unit is identified by separate number and letter on the condominium plan.

1.31 "Singular and Plural": The singular and plural number and masculine, feminine and neuter gender shall each include the other where the context requires.

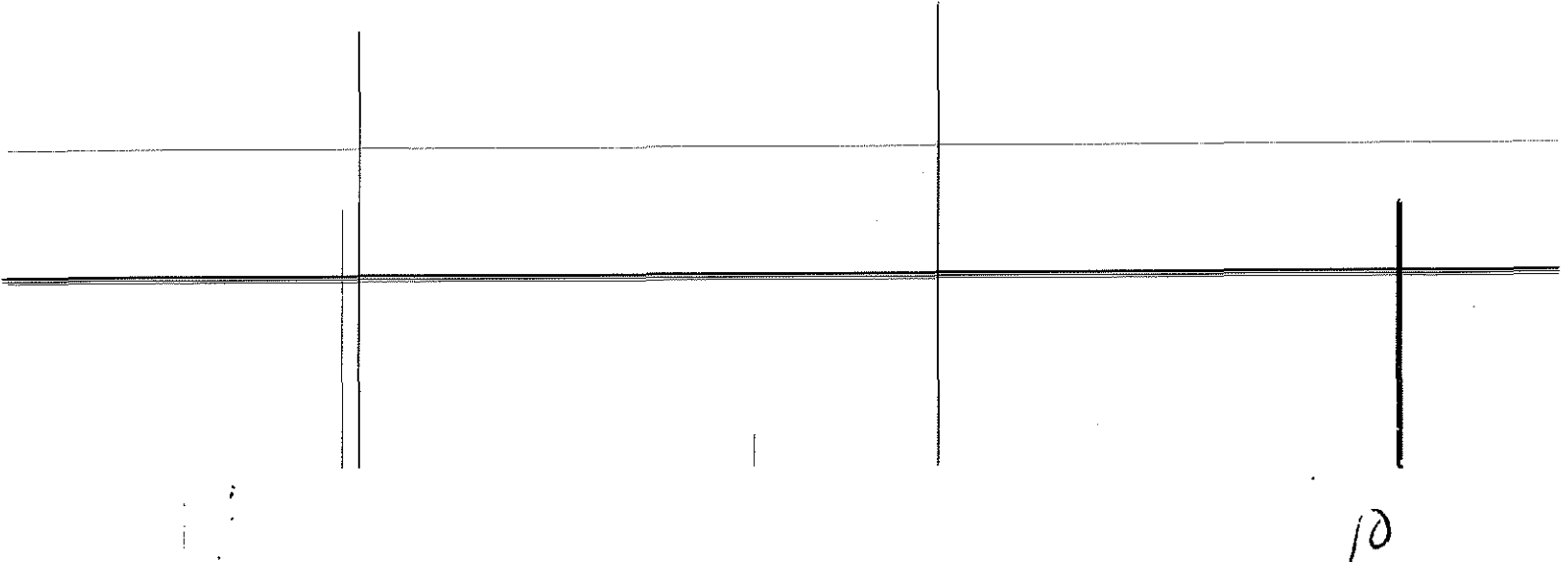
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ARTICLE II

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY,
AND CREATION OF PROPERTY RIGHTS

2.1 Description of Project: The project consists of the underlying real property with condominium units and all other improvements located thereon. Declarant has constructed or will construct or there exists upon the premises a single structure which is two stories in height. It has approximately 5,000 total square feet of space divided into four condominium units. In addition, the project has a parking area, and the usual appurtenances and other facilities. Reference is made to the condominium plan (Exhibit "B") for further details.

A. Units: Each of the units as separately shown, numbered and designated in the condominium plan (attached hereto, marked Exhibit "B" and incorporated by reference here), consists of the space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames and trim, of each unit, each of such spaces being defined and referred to herein as a "unit". Bearing walls located within the interior of a unit are common area, not part of the unit, except for the finished surfaces thereof. Fireplaces and fireboxes, if any, are included with the units. Chimneys and flues, if any, are common area. Each unit includes the utility installations located within its boundaries that the owner has exclusive use of, including, without limitation: hot-water heaters, space heaters, lighting fixtures, and air conditioning units which are located entirely within the



unit they serve. Each unit includes both the portions of the building so described and the air space so encompassed. The unit does not include those areas and those things which are defined as "condominium common area" in Section 2.1B. Each unit is subject to such encroachments as are contained in the building, whether the same now exist or may be later caused or created in any manner referred to in Section 5.2B. In interpreting deeds and plans, the then-existing physical boundaries of a unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed, and those of the building. If title to a condominium unit is conveyed prior to completion of construction of that unit, the boundaries of that unit shall be the boundaries shown on the plan.

B. Condominium Common Areas: That portion of the property referred to herein as "condominium common area", shall include the area defined in Section 1.7. Each unit owner shall have, as appurtenant to his unit, an undivided interest in the condominium common area of the project. The fractional interest of a unit owner shall be the numerator "1" over the denominator equal to the total number of units in the condominium project as set forth in Exhibit "C" attached hereto. The ownership of each condominium shall include a unit and such undivided interest in the condominium common area. The common interest appurtenant to each unit is declared to be permanent in character and cannot be altered without

the consent of all of the unit owners affected as expressed in an amended declaration. Such common interest cannot be separated from the unit to which it is appurtenant. Each unit owner may use the condominium common area in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other unit owners.

C. Parking Area: The following described portions of the project, referred to as the "parking area", are hereby set aside and allocated as part and parcel of each condominium unit, for the exclusive use of the owner of the unit of which they are a part, as shown on the condominium plan: Parking area designated by the number of the unit followed by the letter "P".

D. Parking: All parking spaces shall be used for parking of permitted vehicles only and not for the permanent parking or storage of boats, trailers or non-mobile vehicles of any description, nor for the conversion into habitable space such as, by way of definition only, a hobby shop or recreation room. The Association may establish rules and regulations from time to time for the parking of vehicles in the parking area.

E. No Separate Conveyance of Undivided Interests: The foregoing interests are hereby established and are to be conveyed with the respective units as indicated above, and cannot be changed, except as herein set forth, and declarant, its successors, assigns and grantees covenant and agree that the interests in the common areas and the fee title to the respective units conveyed therewith, shall not be separated or separately conveyed, and each such

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interest shall be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

2.3 Partition Prohibited: The common area shall remain undivided as set forth above. Except as provided by California Civil Code Section 1354, no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the project. Judicial partition by sale of a single unit owned by two or more persons and division of the sale proceeds is not prohibited hereby.

ARTICLE III

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND BOATING RIGHTS

3.1 Association to Manage Common Areas: The management of the condominium common area shall be vested in the Association in accordance with its bylaws. The owners of all the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this declaration, and the articles and bylaws of the Association.

3.2 Membership: The owner of a unit shall automatically, upon becoming the owner of same, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be held in accordance with the articles and bylaws of the Association.

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3.3 Transferred Membership: Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of the unit to which it is appurtenant, and then only to the purchaser, in the case of sale, or mortgagee, in the case of an encumbrance of such unit. Upon death of a member, his membership passes automatically along with title to his unit, to his heirs. A mortgagee does not have membership rights until he becomes an owner by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. No member may resign membership. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its books and thereupon any old membership outstanding in the name of the seller shall be null and void.

3.4 Membership Classes and Voting Rights: The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the declarant and shall be entitled to (1) vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

Class B. The Class B member shall be the declarant which shall be entitled to vote as follows: Voting shall be the same as for Class A memberships, except that Class B member may triple its votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the

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following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes (tripled as stated above) outstanding in the Class B membership; or (b) on the second anniversary of the sale of the first unit in the project.

Any action by the Association which must have the approval of the members before being undertaken shall require the vote of written assent of at least a majority of each class of membership during the time that there are two outstanding classes of membership. Where the vote of written assent of each class of membership is required, any requirement that the vote of declarant be excluded is not applicable, except as provided in Section 8.14 hereof. Voting rights attributable to units shall not vest until assessments have been levied against those units by the Association.

ARTICLE IV

MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments: The declarant, for each unit owned within the project, hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed a covenant and agreed to pay to the Association: (1) annual assessments or charges and (2) special assessments for purposes permitted herein, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, penalties, fines, and reasonable attorney's fees, shall be a charge on the condominium

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and shall be a continuing lien upon the condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment together with interest, costs, penalties, fines, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such condominium at the time when the assessment fell due. No owner of a condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of and of the common areas or by the abandonment of his condominium.

4.2 Purpose of Assessment: The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all the residents in the entire project and for the improvement and maintenance of the common area for the common good of the project.

4.3 Annual Assessment:

A. From and after January 1 of the year immediately following the conveyance of the first unit to an owner, the annual assessment may be increased each year by not more than 20% above the maximum assessment for the previous year without a vote of the membership.

B. The board may not, without the vote or written assent of a majority of the voting power of the Association residing in members other than declarant, impose a regular annual assessment which is more than 20% greater than the regular annual assessment for the immediately preceding fiscal year.

C. Without membership approval, the board of directors may

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fix the annual assessment at an amount not in excess of the maximum. However, the annual assessment may not be decreased either by the board or by the members, by more than 10% in any one year without the approval of a majority of the voting power of the Association residing in members other than declarant, or, where the two-class voting structure is still in effect, a majority of each class of members. Failure by the board to set assessments shall not be deemed a waiver of the assessments but rather these assessments shall continue.

D. Subject to the limitations to the maximum and minimum amount of assessments herein provided, if at any time during the course of any year the board shall deem the amount of the annual assessment to be inadequate or excessive, the board shall have the power, at a regular or special meeting, to revise the assessment for the balance of the assessment year, effective on the first day of the next month following the date of the revision.

4.4 Special Assessments for Capital Improvements or Extraordinary Expenses; Reserves for Replacement; Trust Funds: The board of directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or for extraordinary expenses incurred by the Association, provided that in the event special assessment(s) exceed in the aggregate 5% of the budgeted gross expenses of the Association for that fiscal year. the vote or written consent of

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a majority of the voting power of the Association residing in members other than the declarant shall be required to approve such assessment(s). Special assessments shall be levied on the same basis as regular assessments, except where the special assessment against a member is a remedy utilized by the board to reimburse the Association for costs incurred in bringing the member and his unit into compliance with the provisions of the condominium document, or as a result of a fine imposed by the board, and provided that a special assessment against owners to raise funds for the rebuilding or major repair of the structural common area housing units of the project shall be levied upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of floor area of all units to be assessed.

As part of the regular annual assessments for maintenance authorized above, the board of directors shall annually fix the amount to be contributed pro rata by each member to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of any reconstruction, repair or replacement of improvements, including fixtures and personal property related thereto. Such determination shall be made after consideration of the need for additional funds and of the Association's capital position. The board shall maintain a separate account for those funds. The board shall fix the method of payment of such assessments and shall be empowered to permit either lump sum or monthly payments. Separate records shall be maintained for all funds deposited to the said account, which shall be designated as a "reserve account".

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Amounts received by the Association as contributions, assessments or dues from the owners shall be held in one or more accounts. Deposits shall be made, and funds accounted for so that reserves for capital improvements and for replacement can be clearly separated from the funds for operating expenses or repair and maintenance funds. Capital improvement and replacement funds shall be used solely for capital improvements and replacements of the common area within the project.

4.5 Notice and Quorum for any Action Authorized under Sections 4.3 and 4.4: Any action authorized under Section 4.3 and 4.4, which requires a vote of the membership, shall be taken at a meeting called for that purpose, written notice of which shall be personally delivered or sent to all members, not less than 10 nor more than 90 days in advance of the meeting specifying the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If a quorum is present and the proposed action is favored by a majority vote of the members present at such meeting, but such vote is less than a majority of the voting power of the Association, including a majority of members other than declarant, members who are not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

4.6 Division of Assessments: Except as provided in Section 4.4, all assessments, both annual and special, shall be charged to and divided among the unit owners according to their respective common interest share of each as set forth in Exhibit "C", attached

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hereto and incorporated by reference herein.

4.7 Date of Commencement of Annual Assessment:

Due Dates: The regular assessments provided for herein shall commence as to all units covered by this declaration on the first day of the month following the closing of the first sale on the conveying of the first condominium to an individual owner.

Subject to the provisions of Section 4.3 hereof, the board of directors shall determine and fix the amount of the annual assessment against each unit and send written notice thereof to every owner at least 60 days in advance of each annual assessment. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. Such a certificate shall be conclusive evidence of such payment.

4.8 Effect of Non-payment of Assessments: Any assessment not paid within 30 days after the due date shall bear interest at the rate of 15% per annum from the due date until paid and shall incur a late penalty of \$15.00.

4.9 Transfer of Unit by Sale or Foreclosure: Sale or transfer of any unit shall not affect the assessment lien. However, the sale of any unit pursuant to a mortgage foreclosure of a first mortgage shall extinguish the lien of such assessment (including fees, late charges, fines or interest levied in connection therewith) as the payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such unit from liability

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for any assessments thereafter becoming due or from the lien thereof.

Where the mortgage of a first mortgage of record or other purchaser of a condominium obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successor and assign, shall not be liable for the share of the common expenses or assessment by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer (except for assessment liens recorded prior to the mortgage). (No amendment of the precedent sentence may be made without the consent of 75% of all first lenders.) Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all the condominium owners including such acquirer, his successors or assigns.

In a voluntary conveyance of a condominium, the grantee and the grantor shall be jointly and severally liable to the Association for all unpaid assessments against the condominium for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts apid by grantee therefor. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the condominium conveyed by subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

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4.10 Priorities; Enforcement; Remedies: When a notice of assessment has been recorded, such assessment shall constitute a lien on each respective condominium prior and superior to all other things except (1) all taxes, bond, assessments and other levies, which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deeds of trust with first priority over other mortgages or deeds of trust) made in good faith and fair value.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay such assessment. In accordance with its terms, such sale to be conducted in accordance with the provisions of Section 2924 through 2944h of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

The Association, acting on behalf of the condominium owners, shall have the power to bid for the condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Where the purchase of a foreclosure unit will result in a 5% or greater increase in assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Association, including a majority of the total voting power of the Association, including a majority of members other than declarant. During the period a unit is owned by the Association, following foreclosure: (1) no right to vote shall be exercised on behalf of the units; (2) no assessment shall

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be assessed or levied on the unit; and (3) each other unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged to such unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

After acquiring title to the unit at foreclosure sale following notice and publication, the association may execute, acknowledge and record a deed conveying title to the unit which deed shall be binding upon the owners, successors, and all other parties. The board may temporarily suspend the voting rights of a member who is in default and payment of any assessment, after notice and hearing, pursuant to California Corporations Code Section 7341 as provided in the bylaws.

4.11 Unallocated Taxes: In the event that any taxes are assessed against the common area, or the personal property of the Association, rather than against the units, said taxes shall be included in the assessments under the provisions of Section 4.1 and, if necessary, special assessments may be levied against the units in an amount equal to said taxes, to be paid in two installments, 30 days prior to the due date of each tax installment.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties: In addition to the duties enumerated in its bylaws, or elsewhere provided for in this declaration, and without

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limiting the generality thereof, the Association shall perform the following duties:

A. Maintenance: The Association shall maintain, repair, replace, restore, operate and manage all of the common area and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association. Maintenance shall include (without limitation): painting, maintaining, cleaning, repairing and replacing of all common areas, including exterior doors, exterior glass surfaces, windows, landscaping (except for private balcony areas, if any, which are to be maintained by owners) patios, if any, and parking areas. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an owner, or his guests, tenants or invitees, the cost of which is not covered by insurance. The cost of repair or replacements resulting from such excluded items shall be the responsibility of each owner; provided, that if an owner shall fail to make the repairs or replacements which are the responsibility of such owner, as provided above, then, upon a vote of a majority of the board of directors, and after not less than 30 days notice to the owner and a public hearing, the Association shall have the right (but not the obligation) to enter the condominium if necessary and make such repairs or replacements, and the cost thereof shall constitute a special assessment chargeable to such condominium and shall be payable to the Association by the

owner of such condominium.

B. Insurance: The Association shall maintain such policy or policies of insurance as are required by Section 8.8 of this declaration.

C. Discharge of Liens: The Association shall discharge by payment, if necessary, any lien against the common area, and assess the cost thereof to the member or members responsible for the existence of said lien, after notice and hearing as provided by Section 410.

D. Assessments: The Association shall fix, levy, collect and enforce assessments as set forth in Article IV hereof.

E. Payment of Expenses: The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes and governmental charges levied or imposed against the property of the Association.

F. Enforcement: The Association shall enforce this declaration.

5.2 Powers: In addition to the powers enumerated in its Articles of Incorporation and bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

A. Utility Service: The Association shall have the authority to obtain, for the benefit of all of the condominiums, all water, gas and electric service and refuse collection and janitorial or window cleaning service.

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B. Easements: The Association shall have the authority by document signed or approved by three-fourths of the total voting power of the Association, including three-fourths of the members other than declarant, to grant easements in addition to those shown on the map, where necessary for utilities, cable television, and sewer facilities over the common area to serve the common and open space areas and the condominium units.

C. Manager: The Association shall have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, except for the responsibility to levy fines, impose discipline, hold hearings, file suit, record or foreclose liens, or make capital expenditures, provided that any contract with a firm or person appointed as a manager or managing agent shall not exceed a one-year term, shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association, and to terminate the same for cause on 30 days written notice, or without cause or payment of a termination fee on 90 days written notice.

D. Adoption of Rules: The Association or the board may adopt reasonable rules not inconsistent with its declaration relating to the use of the common area and all facilities thereon, and the conduct of owners and their tenants and guests with respect to the property and other owners.

E. Access: For the purpose of performing the construction, maintenance or emergency repair for the benefit of the common area or the owners in common, the Association, agents or employees have the

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right, after reasonable notice (not less than 24 hours except in emergencies) to the owner thereof, to enter any unit or enter any portion of the common area at reasonable hours. Such entry shall be made with as little inconvenience to the owner as practicable, and any damage caused thereby shall be repaired by the board at the expense of the Association.

F. Assessments, Liens and Fines: The Association shall have the power to levy and collect assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any owner for failure to pay assessments or for violation of any provision of the condominium documents. Penalties may include but are not limited to: fines, temporary suspension of voting rights, or other appropriate discipline, provided that the accused member is given notice and the opportunity to be heard with respect to the alleged violations before a decision to impose fines or discipline is made, as provided in Section 4.10.

G. Enforcement: The Association shall have the authority to enforce this declaration as per Article VIII hereof.

H. Acquisition and Disposition of Property: The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association. Any transfer of property shall be by document signed or approved by 3/4 of the total voting power of the Association which shall

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include 3/4 of the members other than declarant, or where the two-class voting structure is still in effect shall include 3/4 of the voting power of each class of members.

I. Loans: The Association shall have the power to borrow money, and only with the assent (by vote or written consent) of 3/4 of the total voting power of the Association, including 3/4 of the members other than declarant, to mortgage, pledge, use in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

J. Dedication: The Association shall have the power to dedicate all or any part of the common area to any public agency, authority, or utility for such purposes and subject to the conditions as may be agreed to by the members. No such dedication shall be effective unless an instrument of the Association including 3/4 of the members other than declarant, or where the two-class structure is still in effect shall include 3/4 of the voting power of each class of members, agreeing to such dedication.

K. Contracts: The Association shall have the power to contract for goods and/or services for the common area(s), facilities and interests or for the Association, subject to limitations of Section 7.3 of the bylaws, or elsewhere set forth in the condominium documents.

L. Delegation: The Association, the board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or employees of the Association, or to a manager employed by the Association, provided that the board shall not delegate its responsibility for

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hearings required to be given by the board.

M. Security: The Association shall have the power to contract for security service for the common area.

ARTICLE VI

UTILITIES

6.1 Owners' Rights and Duties: The rights and duties of the owners of condominiums within the project with respect to sanitary sewer, water, electricity, gas and television receiving, telephone lines and facilities, and heating and air conditioning facilities, if any, shall be as follows:

A. Whenever storm or sanitary sewer, drainage, plumbing, water, electricity, gas, television receiving, telephone lines or connections, heating or air conditioning conduits, ducts or flues are installed within the property, which connections or any portion thereof lie in or upon condominiums owned by other than the owner of a condominium served by said connections, the owners of any condominiums served by said connections shall have the right of reasonable access for themselves or for utility companies to repair, replace and generally maintain said connections as and when necessary, due to failure or inability of the board to take timely action to make such repairs or perform such maintenance.

B. Whenever storm or sanitary sewer, drainage, plumbing, water, electricity, gas, television receiving or telephone lines or connections, heating or air conditioning conduits, ducts, or flues are installed within the property which connections serve more

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than one condominium, the owner of each condominium served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his condominium.

C. In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the repair or rebuilding of said connections, 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 arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.

6.2 Easements for Utilities and Maintenance: Easements over and under the property for the insulation, repair and maintenance of electric, telephone, water, gas, and sanitary sewer lines and facilities, heating and air conditioning facilities, if any, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the recorded map of the property, and as may be hereinafter required or needed to service the property, are hereby reserved by declarant and its successors and assigns, including the Association, together with the right to grant and transfer the same.

6.3 Association's Duties: The Association shall maintain all utility installations located in the common area, except for those installations maintained by utility companies, public, private or municipal, or required to be maintained by the owners. The Association shall pay all charges for utility services supplied to the project except those metered or charged separately to the units.

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Unit owners shall maintain the heater and air conditioning system (if any) servicing their respective units, and all light fixtures and appliances therein.

ARTICLE VII

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the property and each condominium therein is subject to the following:

7.1 Condominium Use: No condominium shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that declarant, its successors or assigns, may use any unit or units in the project owned by declarant for a model home site or sites and display and sales office during construction and until the last unit is sold by declarant. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used at any time as a residence, either temporarily or permanently.

7.2 Nuisances: No noxious, illegal, or seriously offensive activities shall be carried on upon any condominium, or in any part of the property, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective unit, or which shall in any way increase the rate of insurance for the project, or causing the insurance policy to be cancelled, or to cause or refusal to renew the same, or which will impair the structural integrity of the building.

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7.3 Signs: No signs shall be displayed to the public view on any units or on any portion of the property except such signs as are approved by the board or committee appointed by the board. One (only) "For Sale" or "For Rent" sign per unit shall be allowed provided it does not exceed three feet in size.

7.4 No more than a total of two usual and ordinary household pets, such as dogs, cats, birds, etc., may be kept provided that they are not kept, bred or maintained for any commercial purposes, and they are kept under reasonable control at all times. No dogs shall enter the common area except while on a leash which is held by a person capable of controlling it.

After making a reasonable attempt to notify the owner, declarant or any owner may cause any unleashed dog found within the common area to be removed by declarant or any owner to a pound or animal shelter under the jurisdiction of the City of Los Angeles, or the County of Los Angeles, by calling the appropriate authorities, whereupon the owner may, upon payment of all expenses connected therewith, repossess the dog. Owners shall prevent their pets from soiling all portions of the common area and shall promptly clean up any mess left by their pets. Owners shall be fully responsible for any damage caused by their pets.

7.5 Garbage and Refuse Disposal: All rubbish, trash and garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon. Trash, garbage and other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, wood

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piles or storage piles shall be kept screened and concealed from view of other units, streets and common areas. The Association shall be responsible for removal of garbage from the central pickup points.

7.6 Radio and Television Antennas: No owner may be permitted to construct and/or use and operate his own external radio and/or television antenna without consent of the board. In the case of an unobtrusive radio and/or television antenna, including cable television hookup, consent of the board shall not be unreasonably withheld.

7.7 Right to Lease: No owners shall be permitted to lease his unit for any period less than 30 days. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the declarations and bylaws and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. All owners leasing or renting their unit shall promptly notify the secretary of the association in writing of the names of all tenants and members of tenant's family occupying such unit and of the address and telephone number where such owner can be reached. All leases shall be required to be in writing.

7.8 Architectural Control: The board of directors of the homeowners association shall function as the committee for the control of structural and landscaping architecture and design (architectural control committee within the project.)

No building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement,

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. or structure of any kind shall be commenced, erected, painted or maintained upon the property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the board, functioning as the project's architectural control committee. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the board, functioning as the project's architectural control committee, for approval as to the quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with declarant's original color scheme or to rebuild in accordance with declarant's original plan and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the board, or to rebuild in accordance with plans and specifications previously approved by the board.

No landscaping of patios, if any, or yards, if any, visible from the street or from the common area not involving the use of natural plants, grass, trees or shrubs, and which does not involve the use of synthetic materials or of concrete, rock, or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape and location of the materials shall have been submitted to and approved in writing by the board functioning as the architectural control

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committee.

7.9 Clotheslines: There shall be no outside laundering or drying of clothes except inside fence patios, if any, and then only if the clothes cannot be seen from the street, common area or other units.

7.10 Power Equipment and Car Maintenance: No power equipment, hobby shops or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval of the board. Approval shall not be unreasonably withheld and in deciding whether to grant approval the board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

7.11 Liability of Owners for Damage to Common Area: The owner of each unit shall be liable to the Association for all damages to the common area or improvements thereon caused by such owner or any occupant of his unit or guest or by owners' pets, except for the portion of said damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the board. In the event an owner disagrees with the decision of the board on the question of liability, the owner may submit the matter to arbitration under the rules of the American Arbitration Association.

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ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement: The Association, or any owner, or the City of Los Angeles, County of Los Angeles, at its sole discretion and within the legitimate exercise of its police power, after giving due notice to the Association or to the affected owner, shall have the right but not the obligation to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration, the articles and the bylaws, and in such action shall be entitled to recover reasonable attorney's fees as are ordered by the court. Failure of the Association or by any owner or the City of Los Angeles or the County of Los Angeles to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Invalidity of any Provision: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

8.3 Term: The covenants and restrictions of this declaration shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date this declaration is recorded, after which

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time they shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of then owners of the condominiums, has been recorded within the year preceding the beginning of each successive 10 years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

8.4 Amendments: Prior to close of escrow on the sale of the first unit, declarant may amend this declaration (with the consent of the Department of Real Estate as to any amendment constituting a material change. After sale of the first unit, this declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the total voting power of the Association and a majority of the affirmative votes or written consent of the members other than the declarant or where the two class voting structure is still in effect, and the majority of each class of membership. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that particular clause. Any amendment must be recorded in the recorder's office of this County of Los Angeles.

8.5 Encroachment Easements: Each condominium within the property is hereby declared to have an easement over all adjoining condominiums and the common area for the purpose of accomodating any encroachment due to minor engineering errors, minor errors in original construction, reconstruction, repair, settlement, shifting, or movement of the building, or any other cause. There

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shall be valid easements for the maintenance of said encroachments as 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 incurred due to the intentional conduct of said owner or owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the owners of each condominium agree that minor encroachments over adjoining condominiums or common area shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist. In units where any air conditioning equipment is installed, an easement over the common area into which the air conditioning equipment encroaches still exists for the purpose of maintenance, replacement, and repair of said equipment.

8.6 Rights of First Lenders: No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any unit made in good faith and for value, that all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee sale, or otherwise. Notwithstanding any provision in the condominium documents to the contrary, first lenders shall have the following rights:

A. Copies of Project Documents: The Association shall

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make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, bylaws, articles or other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or other reasonable circumstances.

B. Audited Statement: The holders of 51% or more of first mortgages shall be entitled, upon written request, to have an audited financial statement for the immediately preceding fiscal year prepared at their expense if one is not otherwise available. Such statement shall be furnished within a reasonable time following such request.

C. Notice of Action: Upon written request to the Association, identifying the name and address of the eligible mortgage holder or eligible insurer or guarantor, and the unit number or address, such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (1) condemnation loss or any casualty loss which affects a material portion of the project or any unit upon which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (2) any default in performance of obligations under the project documents or delinquency in payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

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(3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 8.6D; (5) the Association shall discharge its obligation to notify eligible holders or eligible insurers or guarantors by sending written notices required herein to such parties at the address given on the current request for notice in the manner prescribed by Section 8.13.

D. 1. Consent to Action. Except as provided by statute or by other provision of the project documents in case of substantial destruction or condemnation of the project, and further excepting any reallocation of interest in the common areas which might occur pursuant to any plan of expansion or phase development contained in the original project documents: (a) the consent of owners of units to which at least 67% of the votes in the Association are allocated and the approval of eligible mortgage holders holding mortgages on units which have at least 67% of the votes of units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a condominium project; (b) the consent of owners of units to which at least 67% of the votes in the Association are allocated and the approval of eligible mortgage holders holding mortgages on units which have at least 51% of the votes of the units subject to eligible holder mortgages shall be required to add or amend any material provisions of the project documents which establish, provide for, govern or regulate any of the following: (1) voting;

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(2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common areas or units if applicable; (4) insurance of fidelity bonds; (5) rights to use common areas; (6) responsibility for maintenance and repair of the several portions of the project; (7) expansion or contraction of the project or the addition, annexation or withdrawal of the property to or from the project (except as provided in Paragraph D1 above); (8) boundaries of any unit; (9) the interest in the general or restricted common areas; (10) convertability of units in the common areas or of common areas into units; (11) leasing of units; (12) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit; (13) any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units. (c) any addition or amendment to such document shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

2. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless the holders of at least 2/3 of the first mortgages (based upon one vote for each first mortgage owned), or owners of the individual condominium

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units have given their prior written approval, the Association and/or the owners shall not be entitled to: (a) by act or omission, seek to abandon or terminate the condominium project (except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain). (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common area. (c) partition or subdivide any condominium unit; (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common area of the condominium project shall not be deemed a transfer within this clause). (e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common area) for other than the repair, replacement or reconstruction of such condominium property.

E. Right of First Refusal: The right of a unit owner to sell, transfer, or otherwise convey his or her unit shall not be subject to any right of first refusal or other restriction.

F. Contracts: Any agreement for professional management of the condominium project, or lease or any other contract providing for services of the developer, sponsor, or builder, may not exceed one year. Any agreement, contract or lease, including a management

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contract entered into prior to passage of control of the board of directors of the Association to unit purchasers, must provide for termination by either party for cause on 30 days' written notice, or without cause and without payment of a termination fee or penalty on 90 days' or less written notice.

G. Reserve: Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common area improvements (and restricted area improvements which the Association is obligated to maintain) that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

H. Working Capital: A working capital fund must be established for the initial months of the project operation equal to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of conveyance of the first unit in the project. The purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payments of regular assessments. Any time after the close of escrow on the sale of the last unit in the last phase of the project, the board, at its discretion may

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eliminate the requirement for keeping a working capital fund. Declarant may require buyers of units to reimburse declarant at the close of escrow for such payments, along with payment for prorated assessments.

I. Priority of Liens: Each holder of a first mortgage lien on a unit who comes into possession of a unit by virtue of foreclosure of the mortgage or any purchaser at a foreclosure sale under a first deed of trust will take the unit free of any claims for unpaid assessments and fees, late charges, fines or interest levied in connection therewith, against the unit which accrued prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all project units including the mortgage unit, and except for assessment liens recorded prior to the mortgage.

J. Distribution of Insurance of Condemnation Proceeds: No provision of the condominium constituent documents gives a condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

K. Restoration or Repair: Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with declaration and the original plans and specifications, unless

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other action is approved by eligible mortgage holders holding mortgages on units which have at least 51% of the votes of the units subject to eligible holder mortgages.

L. Termination: Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible mortgage holders holding mortgages on units which have at least 51% of the votes of units subject to eligible holder mortgages.

M. 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 units whether existing in whole or in part, and which have at least 51% of the votes of such remaining units subject to eligible holder mortgages.

N. Termination of Professional Management: When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of owners of units to which at least 67% of the votes in the Association are allocated and the approval of eligible mortgage holders holding mortgages on units which have at least 51% of the votes of units subject to eligible holder mortgages.

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8.7 Owner's Right and Obligation to Maintain and Repair:
Except for those portions of the project which the Association is required to maintain and repair, each unit owner shall, at his sole cost and expense, maintain and repair his unit and shall maintain the landscaping within the private balcony areas, if any.

Each owner shall bear the cost of maintenance, repair or replacement of the following items within or serving such owner's unit: interior surfaces of all perimeter and interior walls, ceilings and floors (including carpeting, tile, wallpaper, paint or other covering); garbage disposals, ranges, refrigerators, dishwashers, washing machines, dryers, light fixtures, and any and all other appliances of any nature whatsoever; heating, ventilating and air conditioning equipment serving such unit (although such equipment may be located in part outside such unit); interior and exterior doors, including all hardware thereon; window panes and lightbulbs; plumbing and other fixtures of any nature whatsoever; "built in" features; and decorative features, fireplaces, if any, and, any furniture and furnishings. All electric utilities serving individual units shall be separately metered and shall be the expense of each individual unit owner. Electric utilities serving the general common elements shall be a common expense of the Association. Each owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate

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unit surfaces of the walls, ceilings, floors, windows, and doors bounding his unit. In the event an owner fails to maintain the interior of his unit (or the landscaping within his private balcony area, if any) in a manner which the board deems necessary to preserve the appearance and value of the property, the board may notify owner of the work required and requested to be done within 60 days of the giving of such notice. In the event owner fails to carry out such maintenance in said period, the board may, following notice and hearing, cause such work to be done and may specially assess the cost thereof to such owner, and, if necessary, lien his unit for the amount thereof.

8.8 Insurance; Damage or Destruction: In the event of damage to or destruction of any unit, the same shall be reconstructed as soon as reasonably practicable, and substantially in accord with original plans and specifications therefor.

Each unit owner appoints the Association or any insurance trustee to be designated by the Association, as attorney in fact for the purpose of purchasing and maintaining the Association's insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any insurance trustee shall be required to receive, hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

The Association shall maintain and continue in effect a master

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policy of insurance covering all of the personal property and supplies of the Association, and all of the real property and improvements of the project, including the common area, and all fixtures and building service equipment therein, and the units and any fixtures, equipment or property therein covered by a first mortgage on the unit, and protecting the interests of the Association and its members including, without limitation, fire and extended coverage and special form and insuring 100% of current replacement costs of all improvements in the project, including the units, comprehensive general liability insurance insuring the Association and each owner for his liability for the common area, and a fidelity bond covering officers, directors and employees in an amount to be determined by the board, but in no event less than the sum equal to three months' aggregate assessments on all units plus reserve funds.

All insurance shall contain "severability of interest provision", "cross liability endorsement" and "waiver of subrogation" as to the Association, officers, directors, members, guests, agents and employees. (The "severability of interest provision" provides coverage when one unit owner sues another owner or the Association based on alleged tortious conduct of the Association or the other member. The waiver of subrogation rights is necessary in order to prevent claims being made or lawsuits being filed against members of the Association, by other members, or their insurers, based upon tortious conduct of one member towards another.)

The master policy shall be issued in the name of the Association for the use and benefit of the owners.

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The minimum limits on the liability insurance policies shall be \$1,000,000.00 single limit and shall include personal injury, bodily injury, property damage and liability for non-owned automobiles. In addition the Association shall obtain and continue in effect additional umbrella coverage of \$1,000,000.00 or as an alternative may carry a \$2,000,000.00 single limit policy. Worker's compensation insurance shall at all times be carried to the extent required to comply with any applicable law. Officers and directors liability insurance shall be carried by the Association to cover persons serving in such capacities (and to cover committee members, if available).

It is the responsibility of every owner to insure his personal property (if he desires) and the improvements and betterments added to his unit since the time of the original sale, together with additional living expenses coverage and public liability insurance for the interior of his unit.

In addition to the master liability policy which the Association shall carry, each unit owner may carry public liability insurance covering damage to property or injury to person of others within the project resulting from negligence of the owner or his agents, in amount not less than \$100,000.00 for each occurrence.

Insurance premiums for the master policy shall be a common expense to be included in the monthly assessments levied by the Association and the portion of such payment necessary for the insurance premiums may be held in a separate account of the Association and shall be used solely for the payment of the master insurance policy premium as such a premium becomes due.

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Each buyer of a unit shall pay a portion of the premiums attributable to his unit (prorated to the date of close of escrow) for the policy or policies purchased by declarant for the Association.

All insurance policies shall be reviewed at least annually by the board in order to ascertain whether the coverage contained in the policy is sufficient to make any necessary repairs or replacement or repairs of the property which may have been damaged or destroyed.

If any of the project improvements are materially damaged or destroyed by fire or other casualty (materially damaged is defined for the purposes of this section as any damage for which the costs of repair or reconstruction is more than 50% of the full replacement value of the improvements), the project shall be repaired or reconstructed in accordance with the original as-built plans and specifications unless the owners vote not to undertake such repair or reconstruction in a special election held in accordance with the following procedures:

A. In the event any portion of the project improvements are materially damaged (as defined above) or destroyed, a special election shall be held, after not less than 30 days' written notice to all owners, and their first mortgagees of record, at a suitable location on the property, or as close thereto as practicable, which location shall be specified in such notice.

B. The project shall be repaired or reconstructed in accordance with the original as-built plans and specifications as hereinafter provided, unless: (1) in such special election

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at least 2/3 of the total voting power of the Association residing in members other than the declarant, votes against such repair or reconstruction; or (2) the available insurance proceeds plus reserves of the Association are inadequate to pay the costs of repair or reconstruction and a special assessment in excess of 5% of the budgeted gross expenses of the Association for that fiscal year is required to provide such funds, and such assessment fails to pass by majority vote as provided in Section 4.4.

C. In the event the requisite number of votes are not cast against such repair or reconstruction, and if a special assessment in excess of 5% (if required) passes, all of the insurance proceeds payable on account of such damage or destruction shall be made available for such repair or reconstruction and shall be deposited with a commercial lending institution if experienced in the disbursement of construction loan funds (the "depository"). The depository shall be appointed by the Association. Such funds shall be disbursed in accordance with the normal construction loan practices for the depository, which are reasonably acceptable to the Association. The restoration or reconstruction shall be substantially in accordance with the original as-built plans and specifications for the building, modified as may be required by applicable building codes and regulations enforced at the time of such repair or reconstruction or in accordance with such other plans and specifications as may be approved by the Association, and the respective first mortgagees.

D. The Association shall designate a construction consultant (the "construction consultant"), general contractor

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(the "general contractor"), and architect (the "architect") for the repair or reconstruction contemplated by this paragraph. In the event of a dispute regarding the selection of the construction consultant, the general contractor and the architect, the selection of such individuals or firms shall be submitted to and be subject to the rules of the American Arbitration Association.

E. The insurance proceeds payable on account of such damage or destruction shall be deposited with the depository and shall be disbursed in accordance with the normal construction loan practices of the depository and upon the certification of the construction consultant, general contractor and architect dated not more than 10 days prior to any such request for disbursement, setting forth the following: (1) that all of the work completed as of the date of such request for disbursement has been done in compliance with the approved plans and specifications; (2) that such disbursement request represents monies which either have been paid by or on behalf of the construction consultant, the general contractor or the architect and/or is justly due to the contractors, subcontractors, material men, engineers or other persons (whose name and address shall be stated) who have rendered or furnished certain services or materials for the work and giving a brief description of such services and materials and the principle subdivisions or categories thereof and the respective amounts paid or due to each of said persons in respect thereof and stating the progress of the work up to the date of said certificate; (3) that the sum then requested to be disbursed, plus all sums previously disbursed, does not

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exceed the cost of the work insofar as actually accomplished up to the date of such certificate; (4) that no part of the costs of the services and materials described in the foregoing paragraph 1 has been or is being made the basis for the disbursement of any funds in any previous or then proceeding application; and (5) that the amount held by the depository will, after payment of the amount requested in the pending disbursement request, be sufficient to pay in full the cost of such repair or reconstruction.

F. In the event the insurance proceeds available for repair or reconstruction are less than the total cost of such repair or reconstruction, the Association may sue sums from its account or if necessary from levying special assessments on the members to restore or rebuild the areas affected, provided that any assessment that exceeds 5% of the budgeted gross expenses of the Association for that fiscal year shall require the vote or written assent of a majority of the voting power of the Association residing in members other than declarant, and provided, further, if such special assessment fails to be approved by the requisite majority, and the project cannot be repaired or reconstructed without the funds from such special assessment, the provisions of paragraph G, below, shall apply and if the first lenders are unable or unwilling to supply the necessary funds, the provisions of paragraph I, below, shall apply.

G. In the event any portion of the common area has been damaged or destroyed and that portion of the insurance proceeds applicable to the damage or destruction is insufficient to reconstruct or repair the damaged or destroyed portion, the

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Association shall supply the excess funds required to restore or rebuild the affected area as provided in F, above; provided, however, that in the event the Association and the members refuse or are unable to supply such excess funds, the first lenders of the units affected shall have the option of supplying such excess funds or of applying that portion of the insurance proceeds allowable to the damaged or destroyed area to the debt secured by such mortgages or deeds of trust, as provided in paragraph I, below.

H. All such funds to be supplied by the Association, or individual owners, shall be deposited with the depository and shall be disbursed pursuant to the provisions of this section. In the event that there is any dispute over the allocation or insurance proceeds or the amount of funds in excess of the insurance proceeds which any party must deposit with the depository, such dispute shall be submitted to and be subject to the rules of the American Arbitration Association.

I. In the event the owners elect not to repair or reconstruct the building or elect not to approve a special assessment to provide funds for rebuilding as provided in B and F above, the provision of Civil Code Section 1354 (regarding partition and sale) shall be deemed satisfied, and the insurance proceeds payable on account of such damage or destruction shall be disbursed as follows; and in the event of partition and sale under any condition stated in Civil Code Section 1354, the proceeds of sale shall be distributed as follows: First, to the first mortgagees of the owners as their interests appear to the extent of monies

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owed such first mortgagees which are secured by first mortgages or deeds of trust on the project improvements; second, to the cost of removing any remaining or destroyed portions of the project improvements and complying with all other applicable requirements of governmental agencies; third, to the owners in proportion to their respective fair market values of their units and their interests in the common area at the time of the destruction as determined by the Association, provided, however, that if any owner or mortgagee protests the proposed distribution based upon fair market values as so determined, a licensed independent appraiser acceptable to the Association and to the protesting members or mortgagees shall be appointed by the Association to make the determination of the respective fair market values of the units at the time of the destruction. In the event of a failure to agree upon an appraiser, the appraiser shall be appointed by the then president of the Long Beach Bar Association.

J. In the event there is any damage or destruction to the project improvements which is not material, as that term is defined above, the damaged improvements shall be repaired and reconstructed (without the necessity of any special election) in accordance with the applicable provisions of this section.

Rights of first lenders in the case of loss due to damage or condemnation are provided for in Section 9.6J.

Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property shall require the approval of eligible holders holding mortgages on units which have at least

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51% of the votes of units subject to eligible holder mortgages.

8.9 Condemnation: The Owners' Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common area(s), or part thereof. In the event of a taking or acquisition of part or all of the common area(s) by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the unit owners and their mortgagees as their interests may appear. In the event of an award for the taking of any unit in the project by eminent domain, the owner of such unit shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interests in the project if such owner shall vacate his unit as a result of such taking. The remaining owners shall decide by majority vote whether to rebuild or repair the project, or take other action. The remaining portion of the project shall be resurveyed, if necessary, and the declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interests of the remaining owners in the project. In the event of a taking by eminent domain of any part of the common area, the Association shall participate in the negotiations, and shall propose the method of the division of the proceeds of condemnation, wherein units are not valued separately by the condemning authority or by the Court. Proceeds of condemnation shall be distributed among owners of units and their respective mortgagees according to the relative values of the units affected

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by the condemnation, said values to be determined by the method provided in Section 8.8.

8.10 Limitation of Restrictions on Declarant; Declarant is undertaking a work of construction of residential condominium dwellings and incidental improvements upon the subject property. The completion of that work and the sale, rental and other disposal of said condominium units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this declaration shall be understood or construed to:

A. Prevent declarant, its contractors or subcontractors from doing on the property or any unit, whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent declarant or its representatives from a wrecking, constructing and maintaining on any part of parts of the property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same parcels by sale, lease or otherwise; or

C. Prevent declarant from conducting on any part of the property its business of completing said work and of establishing a plan of condominium ownership and of disposing of said property and condominium units by sale, lease or otherwise (including use of one or more units as a sales office); or

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D. Prevent declarant from maintaining such sign or signs on any of the property as may be necessary for the sale, lease or disposition thereof. The foregoing limitations of the application of restrictions to declarant shall terminate upon the sale of declarant's entire interest in the project, or three years after the date of recordation of the first unit to be sold in the project, whichever occurs first. So long as declarant, its successors and assigns, owns one or more of the condominiums established and described herein, declarant, its successors and assigns, shall be subject to the provisions of this declaration. Declarant shall make every effort to avoid disturbing the use and enjoyment of their units (and the common area) by owners, while completing any work necessary to said units or common area.

8.11 Termination of any Responsibility of Declarant: In the event declarant shall convey all of its right, title and interest in and to the property to any partnership, to any individual or individuals, corporation or corporations, then and in such event, declarant shall be relieved of the performance of further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the declarant.

8.12 Owners Compliance: Each owner, tenant or occupant of a condominium shall comply with the provisions of this declaration, and to the extent that they are not in conflict with the declaration (the articles and bylaws), decisions and resolutions of the Association or its duly authorized representative

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(and the regulatory agreement), as lawfully amended from time to time and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages or injunctive relief. All agreements and determinations made by the Association in accordance with the voting percentage established in this declaration or in (the articles or) the bylaws, shall be deemed to be binding on all owners of condominiums, their successors and assigns.

8.13 Notices: Any notice permitted or required by the declaration, articles or bylaws may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 72 hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to each person at the current address given by such person to the secretary of the board or addressed to the unit if no address has been given to the secretary.

8.14 Special Provisions Relating to Enforcement of Declarant's Obligation to Complete Common Area Improvements: Where the project includes common area improvements which have not been completed prior to the close of escrow on the sale of the first unit, and where the Association is obligee under a bond or other arrangement (hereinafter "bond") to secure performance of the commitment of declarant to complete said improvements, the board 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 60 days after the completion date specified for that

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improvement in the plan construction statement appended to the bond. If the Association has given an extension in writing for the completion of any common area improvement, the board shall consider and vote on the aforesaid question of a notice of completion has not been filed within 30 days after the expiration of the extension. 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 shall be held not less than 35 days, no more than 45 days, after the receipt of the board of petition for such a meeting signed by the members representing 5% or more of the total voting power of the Association. At such special meeting a vote of a majority of members of the Association other than declarant shall be required to take action to enforce the obligations of the bond and a vote of a majority of the voting power of the Association, excluding declarant, 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.

8.15 Fair Housing: No owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing or mortgaging, or occupancy of his unit to any person of a specified race, sex, marital status, color, religion, ancestry, physical handicap, or national origin.

8.16' FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval

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of the Federal Housing Administration or the Veterans Administration annexation of additional properties or dedication of common areas.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, have executed this declaration on this _____ day of December 6, 1983.

Bob Peterson
BOB PETERSON

Tyrell Barker
TYRELL BARKER

(Individual)
STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS,

STEWART TITLE



On this 20th day of December, in the year 1983, before me
BOB PETERSON personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal

Signature Ann Bruce



Ann Bruce
Name (Typed or Printed)

D 210 rev 1-83

(This area for official notarial seal)

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Acknowledgment .

STATE OF TEXAS)
)ss
COUNTY OF DALLAS)

On December 6, 1983, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared TYRELL BARKER, known to me to be the person whose
name is subscribed to the within instrument and acknowledged
that he executed the same.

WITNESS my hand and official seal.

San Lee Barker
NOTARY PUBLIC
STATE OF TEXAS



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EXHIBIT "A"

PARCEL "A" AS SHOWN ON PARCEL MAP LA NO. 5232, IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 165 PAGES 84 AND
85 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

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Sheet 1 of 8

CONDOMINIUM PLAN FOR PARCEL A
PARCEL MAP L.A. NO. 5232

RECORDING REQUESTED BY AND WHEN RECORDED,
RETURN TO:
Stewart Title
412 N. Broadway
Glendale, California 91204
#266112-10

CONSISTING OF A DIAGRAMMATIC FLOOR PLAN OF THE BUILDING
CONSTRUCTED ON PARCEL A, PARCEL MAP L. A. 5232 AND CERTIFICATE
AS REQUIRED UNDER CALIFORNIA CIVIL CODE SECTION 1351.

WE, THE UNDERSIGNED, BEING ALL OF THE RECORD OWNERS OF, AND
RECORD HOLDERS OF SECURITY INTEREST IN, THE REAL PROPERTY
HEREIN DESCRIBED, DO HEREBY CERTIFY THAT:

WE HEREBY CONSENT TO THE RECORDATION OF THIS PLAN OF
CONDOMINIUM, PURSUANT TO CHAPTER 1, TITLE 6, PART 4, DIVISION
SECOND, CALIFORNIA CIVIL CODE, CONSISTING OF: 1) THE
DIAGRAMMATIC FLOOR PLANS OF THE BUILDING BUILT ON SAID LAND, AS
SAID DIAGRAMMATIC FLOOR PLANS ARE SET FORTH HEREIN; AND 2) THIS
CERTIFICATE.

OWNERS

[Signature]
TARELL BARKER

[Signature]
BOB PETERSON

State of Texas)
County of) s.s.

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

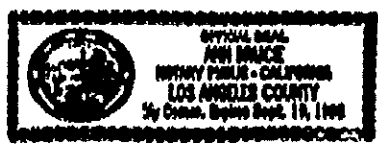
On this 24 day of August, 1983 before me Joan Lee
[Signature] a Notary Public in and for said State,
personally appeared Tarell H. Barker,
personally known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same.

JOAN LEE LEHRER, Notary Public
in and for the State Of Texas
My Commission Expires June 14, 1986

[Signature]
Notary Public

State of California)
County of Los Angeles) s.s.

On this 25 day of August, 1983 before me Ann Bruce
[Signature] a Notary Public in and for said State,
personally appeared Bob Peterson,
personally known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same.



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[Signature]
Notary Public

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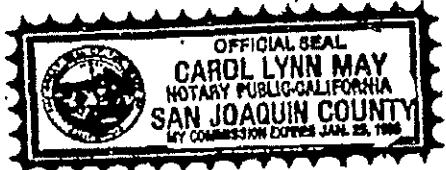
BENEFICIARY.

American Savings and Loan Association, a California corporation successor in interest to State Savings and Loan Association, a California corporation under Deed of Trust recorded April 29, 1983, as Instrument No. 83-475071, of Official Records, records of Los Angeles County,

Steven P. Emrick Charlene D. Tassano
Vice President Asst. Secretary

State of California)
County of Los Angeles) s.s.

On this 6th day of September 1983 before me Carol Lynn May
a Notary Public in and for said State,
personally appeared Steven P. Emrick known to
me to be the Vice President and Charlene D. Tassano
known to me to be the Assistant Secretary of State Savings and
Loan Association, a California Corporation, the Corporation
that executed the within Instrument, personally known to me to
be the persons who executed the within Instrument on behalf of
the corporation therein named, and acknowledged to me that such
corporation executed the within instrument pursuant to its
bylaws or a resolution of its board of directors.



Carol Lynn May
Notary Public

ENGINEER'S CERTIFICATE

I hereby certify that I am a registered Civil Engineer of the State of California; that this plan, consisting of 8 sheets, correctly represents the boundaries of the units shown hereon as derived from the building plans of this condominium project made under my supervision in April, 1983.

Gerald E. Ruse
Gerald E. Ruse, R.C.E. 18530

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NOTES & DEFINITIONS

- 1.) This condominium project is composed of a common area and 4 units.
- 2.) The common area of this project is the land and real property, including all improvements constructed thereon, within the boundary of Parcel A of Parcel Map L. A. No. 5232, in the City of Los Angeles, County of Los Angeles, State of California as per map filed in Book 65 pages 8485 of Parcel Maps, in the office of County Record of said County, except therefrom those portions shown and defined herein as Units 1 to 4, inclusive.
- 3.) The following are not part of a unit: bearing walls, columns, vertical supports, floors, roofs, foundations, beams, balcony railings, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, except the outlets thereof when located within the unit.
- 4.) The units of this project are numbered 1 to 4, inclusive. A unit consists of all those elements bearing an identical number designation. The number designation of an element coincides with the number of that unit of which it is a part. Whenever reference is made to any of Units 1 to 4, inclusive, it shall be construed that reference is made to the unit as a whole and to each and all of its component elements.
- 5.) This plan and the dimensions shown hereon are intended to conform to Civil Code Section 1351 which requires diagrammatic floor plans of the building built or to be built thereon in sufficient detail to identify each unit, its relative location and approximate dimensions. The dimensions shown hereon are not intended to be sufficiently accurate to use for computation of floor area or airspace volume in any of all of the units.
- 6.) These diagrammatic plans intentionally omit detailed information of internal partitioning within individual units. Likewise, such details as protrusions of vents, beams, columns, window casings, and other such features are not intended to be reflected on this plan.
- 7.) Each of those areas shown on this plan bearing the letter designations "A", "B", "D" and "P" is an element of a unit consisting of a dwelling area ("A") and ("B"), a balcony area ("D") and parking area ("P"). The lateral boundaries of each such element are the interior surfaces of the perimeter walls, windows and doors thereof at the limits indicated on the respective portions thereof. The lower vertical boundary of each such element is the interior surface of the floor thereof and the upper vertical boundary of each such element is the interior surface of the ceiling thereof, both at the limits shown hereon. Each such element includes the surfaces so described, the respective portions of the building and improvements lying within said boundaries (except as stated in Note 3, above) and the airspace so encompassed.

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8.) Unless otherwise shown, all elements are at right angles to the lines which they join and all element lines intersect at right angles.

9.) All contiguous units are 0.56' apart. All balconies are 0.4' from dwelling areas bearing the same number designation.

DESCRIPTION OF PROJECT

The land included within this project is all of Parcel A of Parcel Map L. A. No. 5232, in the City of Los Angeles, County of Los Angeles, State of California as per Map filed on Book 165 Page 84-85 of Parcel Maps, in the office of County Recorder of said County.

BASIS OF BEARING

The bearing of "North" of the sideline of Cabrillo Avenue, shown as Modesta Street on Map of Peck's Grand View Tract, as recorded in Book 3, Page 88 of Maps, records of Los Angeles County, was taken as the basis of bearings shown on this map.

BENCH MARK

The back walk of the northeast corner of Parcel "A" was taken as assumed elevation 100.00'.

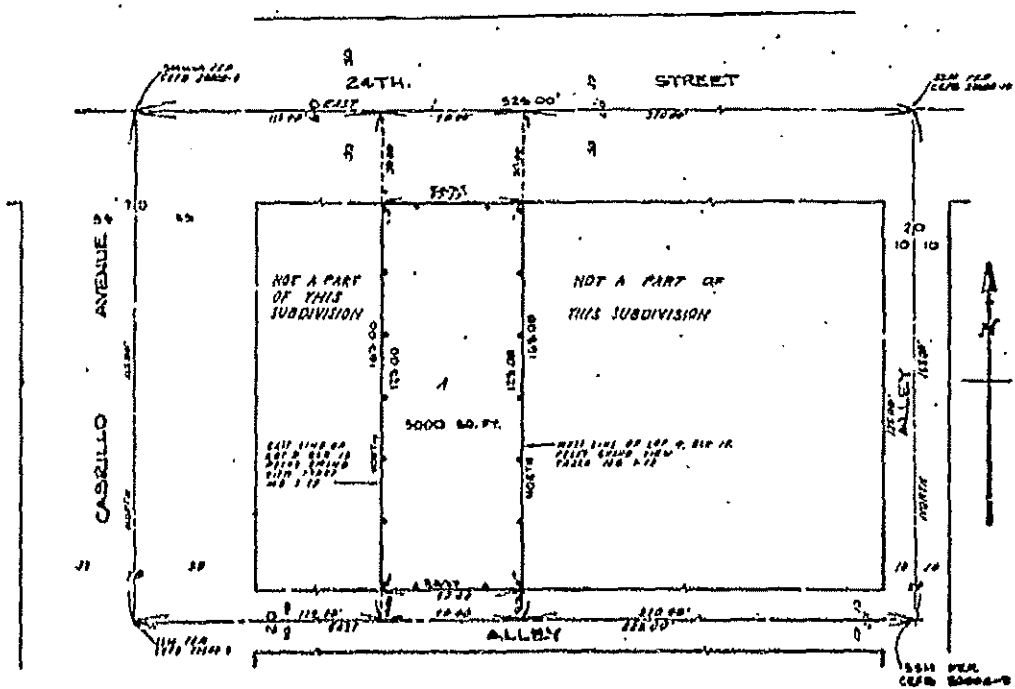
LEGEND

L.E. = Lower Elevation	U.E. = Upper Elevation
A = Dwelling Area - Lower Floor	D = Balcony
B = Dwelling Area - Upper Floor	P = Parking area

PARCEL MAP L.A. NO. 5232

SHEET 5 OF 8 SHEETS

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA



84 '20189

LEGEND
indicates the quantity of the
land area shown on this map

SCALE : 1" = 20'

CONDOMINIUM PLAN

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FOR

PARCEL MAP L.A. No. 5232

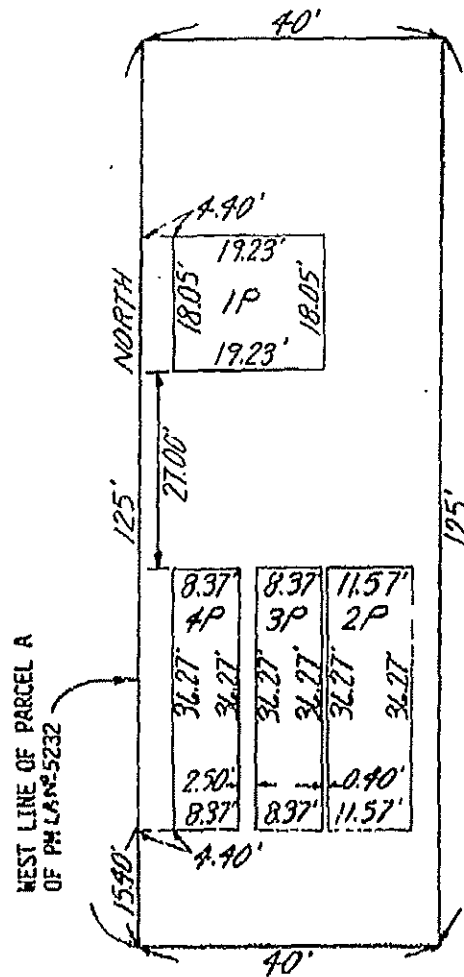
PARKING PLAN

W. 24TH STREET E

VERTICAL BOUNDARY
ELEVATIONS OF ALL
AIR SPACE ELEMENTS

L.E. = 100.50

U.E. = 108.95



SCALE: 1" = 20'

CONDOMINIUM PLAN

Sht. 7 of 8

FOR

PARCEL MAP L.A. No. 5232

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FIRST FLOOR

W. 24TH STREET

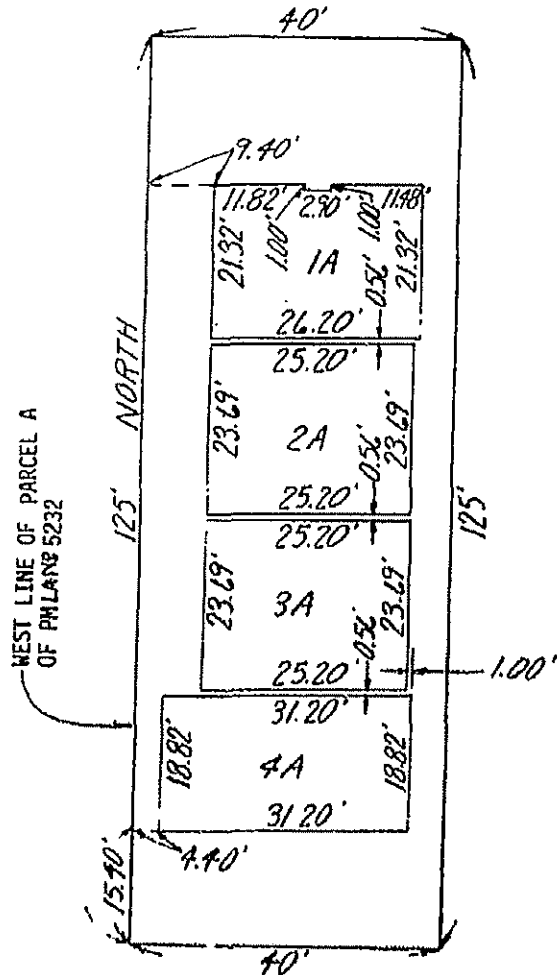
VERTICAL BOUNDARY
ELEVATIONS OF ALL
AIR SPACE ELEMENTS

L.E. = 110.65

U.E. = 118.65



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EXHIBIT "C"

SCHEDULE OF UNDIVIDED INTERESTS IN COMMON AREA

<u>RESIDENTIAL</u>	<u>UNDIVIDED</u>
<u>UNIT NUMBER</u>	<u>INTEREST IN</u>
	<u>COMMON AREA</u>
1	1/4th
2	1/4th
3	1/4th
4	1/4th