THE FOLLOWING NOTICE IS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 12956.1(B)(1)

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS INTERNET WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

"ANY PERSON WHO BELIEVES THAT THIS DOCUMENT CONTAINS AN UNLAWFUL RESTRICTIVE COVENANT AS DESCRIBED ABOVE MAY SUBMIT TO THE COUNTY RECORDER A COMPLETED RESTRICTIVE COVENANT MODIFICATION FORM. A COMPLETE COPY OF THE ORIGINAL DOCUMENT MUST BE ATTACHED TO THE RESTRICTIVE COVENANT MODIFICATION FORM, WITH THE UNLAWFUL LANGUAGE REDACTED. AFTER SUBMISSION TO THE RECORDER, THE FORM AND ATTACHED DOCUMENT WILL BE REVIEWED BY COUNTY COUNSEL, AND IF THE ATTACHED DOCUMENT PROPERLY REDACTS AN UNLAWFUL COVENANT, THE FORM AND ATTACHED DOCUMENT WILL BE RECORDED. IF YOU SUBMIT A REQUEST TO RECORD A MODIFICATION DOCUMENT, YOU MUST PROVIDE A RETURN ADDRESS IN ORDER FOR THE COUNTY RECORDER TO NOTIFY YOU OF THE ACTION TAKEN BY THE COUNTY COUNSEL REGARDING THE FORM." GOV. CODE SECTIONS 12956.1(B)(3) AND 12956.2(A)(1), (B)(1), (C)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification)

I (We) _____ have an ownership interest of record in the property located at «Property1Address», «Property1City», «Property1StateFull» «Property1Zip» that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ in book _____ and page _____ or instrument number _____ of the official records of the County of _____. A copy of the original document containing the restrictive language is attached hereto with the unlawfully restrictive language stricken.

The modification document shall be indexed in the same manner as the original document pursuant to Government Code Section 12956.2 (e):

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

_____
(Signature)

_____
(Printed Name

_____
(Signature)

_____
(Printed Name)

_____ County Counsel, pursuant to Government Code Section 12956.2, hereby states that it has been determined that the original document
Does ☐ Does Not ☐ Contain an unlawful restriction

_____ County Counsel

By: _____
Deputy County Counsel

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

STATE OF _____

COUNTY OF _____

On _____ before me, _____, personally appeared
(here insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

_____

LINCOLN TITLE
SUBDIVISION

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When Recorded Return To:

E. P. Kranitz
Professional Corporation
4929 Wilshire Blvd. #700
Los Angeles, Calif. 90010

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
AUG 13 1990 AT 8 A.M.
Recorder's Office

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2469

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

SAN LAUREL

466886-33

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

SAN LAUREL

This Declaration is made this 3RD day of JULY, 1990, by LAUREL CANYON PROPERTIES, a California Limited Partnership (hereinafter called "Declarant").

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

Lot 1 of Tract 47552 as per map recorded in Book 1159, Pages 81-82, of Maps in the Office of the Los Angeles County Recorder.

B. Said real property is to be divided into thirty six (36) condominiums which are depicted on the Condominium Plan recorded, or to be recorded, in the Official Records of the County of Los Angeles, State of California, as the same may be amended or superseded from time to time.

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

D. Declarant has or intends to improve the real property described above by constructing thereon a thirty-six (36) unit condominium project. An owner of a condominium in the Project will receive fee simple title to his condominium and an undivided interest in the common area of the Project and will also receive an exclusive easement for parking purposes.

The Project will contain one (1), three (3) story buildings of contemporary architectural style which will house the thirty-six (36) condominium units. The condominium units will vary in size from approximately 1,300 sq. ft. to 1,400 sq.

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ft. The Project will also contain amenities consisting of a swimming pool, barbeque area with barbeques and tables, playground and facilities, landscaping, open court yard area and elevator. Each condominium shall have appurtenant to it a membership in the San Laurel Homeowners Association, a California non-profit mutual benefit corporation. This condominium project will be a Common Interest Development in accordance with California Civil Code Section 1353(a).

The development of the San Laurel condominium project will be consistent with the overall development plan submitted to the Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA").

NOW, THEREFORE, Declarant hereby declares that all of the real property described above and all improvements thereon, is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied, maintained, altered and improved subject to the following protective limitations, restrictions, covenants, conditions, reservations, liens and charges and equitable servitudes in accordance with California Civil Code Section 1354, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said real property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and every part thereof. All of said limitations, covenants, conditions, restrictions, reservations, liens and charges and equitable servitudes shall run with the real property and shall be binding on all parties having or acqiring any right, title, or interest in the described real property, or any part hereof, whether as sole owners, joint owners, lessees, tenants, occupants, or otherwise, and they shall inure to the benefit of every portion of said property, and shall be for the benefit of each owner of any portion of said real property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of Declarant and each owner, and may be enforced by Declarant, by any successor in interest to Declarant, or any owner, or by the Board of Directors hereinafter described.

ARTICLE I

Definitions

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

Section 1. Articles: The Association's Articles of Incorporation as the same may be amended from time to time.

Section 2. Association: San Laurel Homeowners Association, a California Non-Profit Mutual Benefit

Corporation, its successors and assigns, the Members of which shall be all of the several Unit Owners. Each Unit Owner shall automatically become and shall be required to be a Member of the Association, whose membership shall include and be limited to each of the Unit Owners of the Project.

Section 3. Board of Directors: The Board of Directors of the Association.

Section 4. By-Laws: The Association's By-Laws as the same may be amended from time to time.

Section 5. Common Area: The term "Common Area" shall mean and refer to the entire common interest development, except the separate interests shown on the Condominium Plan.

The individual Unit Owners shall have an undivided interest in and to the Common Area and the Association shall be responsible for the management and maintenance of the Common Area.

In addition to each Owner's vehicle parking spaces which are a part of the Exclusive Use Common Area, a portion of the Common Area consists of vehicle parking spaces which may be assigned, rented or licensed to Unit Owners and/or reserved for guest parking and otherwise controlled on such basis as Declarant or the Board of Directors shall determine from time to time with the right to impose reasonable charges for the use thereof.

Section 6. Condominium: The term "Condominium shall mean and refer to an estate in the real property described herein, as defined in Civil Code Section 1351(f) and shall consist of an undivided 1/36th interest as tenant-in-common in a portion of the real property coupled with a separate interest in space called a Unit, the boundaries of which are described on the Condominium Plan.

Section 7. Condominium Plan: The term "Condominium Plan" shall mean a Plan consisting of (1) a description or survey map of the Condominium Project which shall refer to or show monumentation on the ground, (2) a three dimensional description of the Condominium Project, one or more dimensions which may extend for indefinite distance upwards or downwards with sufficient detail to identify the Common Areas in each separate interest, and (3) a certificate consenting to the recordation of the Condominium Plan pursuant to the Davis-Sterling Common Interest Development Act and acknowledged by the record owner of fee title to the property included in the Condominium Project. This certificate shall also be signed and acknowledged by the

Trustee or beneficiary of each recorded deed of trust and the Mortgagee of each recorded mortgage encumbering the property.

Section 8. Declarant: LAUREL CANYON PROPERTIES, a California Limited Partnership, and its successors and assigns.

Section 9. Declaration: This Declaration, as the same may be amended from time to time, and recorded within the office of the County Recorder of the State of California where the Project is located.

Section 10. Eligible Insurer or Guarantor: A guarantor or insurer of any first mortgage or deed of trust on a Unit, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Article XXI hereof.

Section 11. Eligible Mortgage Holder: The holder of a first mortgage or deed of trust on a Unit who has provided a written request to the Association to be notified of any proposed amendment or action described in Article XXI hereof.

Section 12. Exclusive Use Common Area: The term "Exclusive Use Common Area" shall mean and refer to those portions of the Common Area which are designated by the Declaration for the exclusive use of one (1) or more but fewer than all the Owners of the separate interest in accordance with Civil Code Section 1351(i). The Exclusive Use Common Area and Units, the Owners of which shall be entitled to the exclusive use thereof, are identified on the Condominium Plan.

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

Section 13. Manager: The managing agent, if any, whether individual or corporate, retained by Declarant, or by the Board, on contract, and charged with the maintenance and upkeep of the Project.

Section 14. Member: Every person and entity who holds membership in the Association. Ownership of a condominium in the Project shall be the sole qualification for membership in the Association. All memberships in the Association are hereby specifically made appurtenant to the condominiums, and memberships shall be effective immediately upon the recording of the grant deed transferring the condominium ownership. Membership may not be separated from the ownership of any condominium. Until such time as Declarant sells all of said condominiums owned by it,

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Declarant shall remain a condominium owner as to the condominiums owned by it, and shall be a Member of said Association.

Section 15. Mortgage - Mortgagee - Mortgagor and Institutional Holder: An institutional holder is a Mortgagee which is a bank or a savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a Mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a Mortgagor shall be deemed to include a trustor of a deed of trust.

Section 16. Project and Property: The entire parcel of real property hereinabove described, including all structures thereon, divided or to be divided into condominiums, said Project being known as San Laurel.

Section 17. Unit: The term "Unit" shall mean a separate interest in space as defined in Civil Code Sections 1351(f) and (1)(2). Each of the Units shall be a separate freehold estate as separately shown, numbered and designated on the Condominium Plan. The Units in the Project are numbered 1 through 36, inclusive. A Unit consists of all those separate interests in space shown and identified on the Condominium Plan as being part of such Unit.

Section 18. Unit Owner or Owner: Each person and entity or persons and entities, if more than one, holding record ownership interest in a condominium, including contract vendees and including Declarant so long as any condominium remains unsold. The term "Owner" shall not include persons or entities who hold an interest in a condominium merely as security for the performance of an obligation.

ARTICLE II

Description of Land and Improvements

The property subject to the covenants, conditions and restrictions herein contained is located in the County of Los Angeles, State of California, and is more particularly designated as Units 1 through 36, inclusive, and the Common Area in Tract 47552, in the County of Los Angeles, State of California, according to the Condominium Plan recorded or to be recorded in the Office of the County Recorder of said county as the same may be amended or superseded from time to time (and as

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hereinafter referred to as said Condominium Plan). Any grant deeds conveying any interest in the Project to individual purchasers of condominiums shall expressly refer to and incorporate this Declaration therein by reference. Whether or not a reference to this Declaration is made in any individual deed, each purchaser of a condominium, part or portion thereof, shall by acceptance of a deed or other conveyance for such condominium, part or portion thereof, thereby be conclusively deemed to have consented to and agreed to all of the covenants, conditions and restrictions contained herein for himself and his heirs, executors, administrators and assigns and does by said acceptance covenant for himself and his heirs, executors, administrators and assigns to observe, perform and be bound by the same.

ARTICLE III

Board of Directors

Section 1. Number and Term. The management of the Project and the Association shall be governed by a Board of Directors consisting of five (5) persons, who need not be Owners of condominiums in the Project until conversion of Class B membership to Class A, after which time all Directors must be Owners of condominiums in the Project, or the nominee of any corporate Unit Owner.

The number of members of the Board and their term of office may be changed solely by an amendment to the By-Laws of the Association.

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

Section 3. Removal of Directors. The entire Board of Directors or any individual Director may be removed by a vote of the Voting Owners holding a majority of the voting power entitled to vote at any election of Directors. Unless the entire Board of Directors is removed from office, no individual Director shall be removed prior to the expiration of his term of office if the votes cast against removal, or not consenting in writing to such removal, would be sufficient to elect such Director if voted cumulatively at an election at which the same total number of

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votes were cast and the entire number of Directors authorized at the time of the most recent election of the Board of Directors were then being elected. If any Director is removed in the manner authorized above, a new Director may be elected at the same meeting.

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

ARTICLE IV

Voting Rights

Section 1. Voting Classes. The Association shall have two classes of voting membership according to the following provisions:

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

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

A. The total outstanding votes held by Class A members equal the total outstanding votes held by the Class B member.

B. Two (2) years from the date of the original issuance of the subdivision public report for the Project.

Section 2. Commencement of Voting Rights. Upon the first conveyance by Declarant of a condominium to a Unit Owner, the Association shall assume control of the Project and commence to perform its obligations hereunder. Voting rights shall commence for each condominium within the Project at such time;

provided, however, that assessments have been levied against that condominium by the Association in accordance with the provisions hereof. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws and any rules and regulations governing the Project.

Any provision in the governing instruments calling for membership approval of action to be taken by the Association, except provisions with respect to the action to enforce the obligations of Declarant under any completion bond, shall expressly require the vote or written assent of the prescribed percentage of each class of membershp during the time that there are two outstanding classes of membership. Except with respect to the action to enforce the obligations of Declarant under any completion bond, any requirement in the governing insruments that the vote of Declarant shall be excluded in any such determination, shall be applicable only if there has been a conversion of Class B members to Class A members, and the same shall be read as requiring the prescribed percentage of the Class A members and the prescribed percentage of the Class A members other than Declarant.

Section 3. Joint Owner Disputes. Each Unit Owner shall designate one Voting Owner. There shall be only one Voting Owner for each condominium. The Voting Owner shall be designated by the record Owner or Owners of each condominium, by written notice to the Association, or the Manager. Said designation of a Voting Owner of a condominium shall be revocable at any time by actual notice to the Association or the Manager, of the death or judicially declared incompetence of any record Unit Owner, or by written instrument delivered to the Manager by any record Owner. Where no designation is made or where a designation has been made but is revoked and no new designation made, the Voting Owner of each condominium shall be the group composed of its record owners. If the joint Owners are unable to agree as to how their vote shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same condominium. If more than one (1) person exercises the voting rights for a particular condominium, their votes shall not be counted and shall be deemed void. Declarant shall be the Voting Owner with respect to any condominium owned by it from time to time.

ARTICLE V

Management and Administration

Section 1. Administration of Project. The management and administration of the Project shall be in accordance with

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this Declaration, the Articles of Incorporation, the By-Laws of the Association and any rules and regulations governing the Project as the same may be amended from time to time.

Section 2. First Meeting of Owners The first organization meeting of the Unit Owners shall be held within forty-five (45) days after consummation of the sale of the condominium in the Project which represents the 51st percentile of all condominiums in the Project, and in no event later than six (6) months from the transfer and conveyance of the first condominium in the Project. Thereafter, annual meetings of such Owners shall be held in accordance with the By-Laws of the Association.

Section 3. Authority of Board. Prior to the first meeting of Members, and thereafter until their successors are elected, the initial Board elected by Declarant, or their duly appointed successors, shall manage the affairs of the Association. The Board of Directors as constituted from time to time, shall at all times be responsible for the day to day operation and management of the affairs of the Association, the maintenance, repair and replacement of the Common Area, and shall have the sole power and duty to perform and carry out the powers and duties of the Association as set forth in this Declaration and the By-Laws, together with the powers and duties otherwise expressly delegated to the Board by this Declaration or the By-Laws, except for action or activity expressly set forth herein or in the By-Laws, the Articles or the California Corporations Code as requiring the vote or assent of the Members of the Association or a given percentage thereof. Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

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

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

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

D. Enforce the applicable provisions of the Declaration, By-Laws and other instruments for the management and control of the Project. The Board shall have the right to adopt reasonable rules and to amend the same from time to time, relating to the use of the Common Area and any recreational and other facilities situated thereon, by Owners and their tenants or guests, and conduct of such persons with respect to automobile parking, storage of boats, trailers, bicycles, and other objects, disposal of waste materials, drying of laundry, control of pets, exterior dealings with buildings and other activities, which if not so regulated, might detract from the appearance of the community or which otherwise would detract from the overall asthetics of the Project or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the Owner whose occupants leave property on the Common Area in violation of the rules, or who otherwise violate the rules in any manner may be assessed to cover the expense incurred by the Board, in removing such property and storing or disposing thereof or may be fined for violation of the rules after a hearing upon notice and a two-thirds (2/3) approval of the Board. The Board may provide in such rules for reasonable rental charges to be made with respect to the use of any storage areas or facilities which may exist upon the Common Area, provided that such charge shall in no way, impose liability upon the Board or any of its members for damages or loss to property so stored, it being intended that the use of any such storage area or facility be solely at the risk of the person using the same. A copy of such rules and all amendments thereto, shall be mailed to each Owner and a copy shall be posted in one or more places on the Common Area where the same may be conveniently inspected.

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

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

G. Provide financial statements of the Association to Unit Owners as provided in the By-Laws of the Association.

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

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

J. Hire and pay for legal and accounting services necessary or proper in the operation of the Project or enforcement of these restrictions, the By-Laws, Articles and any rules and regulations governing the Project.

K. Paint, decorate, maintain, repair, landscape (except as herein otherwise provided), keep in good condition and repair the Common Area and equipment and improvements thereon, including all appurtenant exclusive easements forming a part of any condominium, exterior walls, patios, balconies, roof, and all facilities, improvements and landscaping therein and acquire and maintain such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper. The Board shall exercise such authority and perform such duties on behalf of the Owners with a view toward preserving the attractiveness of the Project as a whole and maintaining, insofar as may be practicable, the structural style and the color scheme established by Declarant. It is further understood that each Unit Owner shall have the primary obligation to paint, maintain and repair the interior of his Unit subject to the restrictions and provisions provided for herein, but if he fails to do so, the Association may, but shall not be required to, effect the repair or maintenance thereof and charge the costs thereof to the defaulting Unit Owner; provided, however, that the Association may not effect such repair or maintenance unless the Board shall first give notice of such intent to the Unit Owner and the Unit Owner shall have an opportunity for hearing before the Board and the Board shall approve the proposed repair or maintenance by a two-thirds (2/3) vote. Except for any damage caused by a Unit Owner or members of his family, his tenants, guests, or invitees, no Unit Owner shall have any obligation with respect to maintenance and repair of any portion of the Common Area.

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

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

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

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

P. The Board and Declarant are hereby precluded from taking any of the following actions except with the vote or written assent of a majority of the voting power of the Association residing in Members other than Declarant:

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, any agreement for professional management of the Project, or any other contract providing for services by the Declarant, Sponsor or Builder, may not exceed three (3) years and must provide for termination by either party, without cause, and without payment of a termination fee on ninety (90) days, or less, written notice.

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

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

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

Q. The Board shall have the right to and shall receive complaints and hold hearings concerning violations of this Declaration, the By-Laws and/or other rules and regulations governing the management and control of the Association and the Project. The Board shall have the right to suspend the voting rights and right to use of the recreation facilities of a Unit Owner for any period during which any

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assessment against his interest in the Project remains unpaid and delinquent. The Board may also impose monetary penalties and/or suspend the voting rights and right to use of the recreational facilities for any other infraction of this Declaration or the By-Laws or the rules and regulations of the Association. All procedures for notice and hearing to the accused Owner pursuant to this Paragraph Q shall be as set forth in the By-Laws of the Association.

R. The Association shall have the power to grant and convey to any third party permits, licenses, easements and rights of way in, on, over or under the Common Area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project, and each purchaser, in accepting a deed to a condominium, expressly consents to the granting of the same. However, no such easements can be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his condominium, any exclusive easements over any Common Area appurtenant to the condominium, or any recreational facilities of the Project.

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

T. To borrow and to incur indebtedness for the benefit of the Association and to cause execution and delivery in the Association's name of promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, or other evidence of indebtedness or security therefor.

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

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

Section 5. Indemnification for Performance of Duties. Every Member of the Board of Directors, officer and Member of the Association shall be indemnfied by the Association against all reasonable costs, expenses and liabilities (including attorneys fees) actually or necessarily incurred by, or imposed upon him, in connection with any claim, action, suit, proceedings, investigation or inquiry, of whatever nature, in which he may be involved as a party, or otherwise, by reason of his having been an officer or member of the Association, or the Board of Directors whether or not he continues to be such Director, officer, or Member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall finally be adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of, all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such persons.

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

Section 6. Certificate of Board of Directors. Any certificate executed by any two (2) members of the Board shall be conclusive proof of all matters contained in the certificate as

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to any act or non-act of the Association and/or the Board, or any of their respective committees or agents, or as to the performance or non-performance of any act of any Unit Owner, or non-payment or payment of any dues, fees, charges, assessments, interest, costs, or penalties, or as to any matters contained in the records of the Association or said Board. A reasonable charge may be imposed by the Board of Directors for the issuance of each Certificate.

ARTICLE VI

Maintenance Assessments and Capital Contributions

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

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

Section 3. Regular Monthly Assessments. Until January 1st of the year immediately following the conveyance of the first Condominium to an Owner, the maximum annual assessment shall be as set forth in the initial Final Subdivision Public Report issued by the California Department of Real Estate. Regular Monthly Assessments shall commence for all Units,

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including those owned by Declarant, commencing on the date of the first conveyance of an interest in the common areas of the Project pursuant to authority of a Public Report issued by the California Department of Real Estate and, thereafter, shall be due and payable in advance on the first day of each month, without notice.

Section 4. Change of Regular Monthly Assessments. The Board of Directors of the Association may not impose, except as provided in this Section, a regular annual assessment against an Owner's Unit that is more than twenty percent (20%) greater than the regular annual assessment for the Association's preceding fiscal year or impose special assessments against an Owner's Unit which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association conducted in accordance with the provisions of Chapter 5 (commencing with Section 7510) of Part 3 of Division 2 of Title 1 of the Corporations Code and Section 7613 of the Corporations Code. For purposes of this Section, a quorum is defined as more than fifty percent (50%) of the Owners in the Association, including the Declarant. Written notice of any meeting to levy regular or special assessments in excess of the percentages set forth in this Section shall be sent to all Owners not less than ten (10) days nor more than ninety (90) days in advance of the meeting, setting forth the purpose of the meeting. Notice of any increase pursuant to this Section shall be given by the Board to each Owner at least thirty (30) days in advance of the commencement of such increase.

The provisions of this Section do not limit assessment increases necessary for emergency situations. For purposes of this Section, an emergency situation is any one of the following:

(1) An extraordinary expense required by an order of a court.

(2) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible where a threat to personal safety on the Project is discovered.

(3) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the annual proforma operating budget required by the By-Laws of the Association. However, prior to the imposition or collection of an assessment under this Section, the Board shall pass a

resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Owners with the notice of assessment.

In the event the amount budgeted to meet common expenses for any current year proves to be excessive in light of the actual common expenses, the Board in its discretion may either reduce the amount of the Regular Monthly Assessment or may abate collection of such assessment as it deems appropriate; provided, however, that the assessments may not be decreased by more than ten percent (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

Section 5. Special Assessments.

A. Special Assessments shall commence as to all Units, including those owned by Declarant, commencing on the date Regular Monthly Assessments commence.

B. Special Assessments shall be due and payable in full thirty (30) days from notice thereof to the Owners unless otherwise provided by the Board.

Section 6. Rate of Assessments.

A. Regular Monthly Assessments shall be paid by the Owners equally.

B. Special Assessments shall be assessed to Unit Owners equally except as follows:

(1) Special Assessments to raise funds for the rebuilding or major repair of structural portions of the Common Area shall be assessed on the ratio of the square footage of the floor area of the Unit to be assessed to the square footage of the floor area of all Units to be assessed.

(2) The Board shall have the right after notice and an opportunity for a hearing which satisfy the requirements of Section 7341 of the California Corporations Code as provided in the By-Laws, to establish a Special Assessment on a single Unit Owner or group of Unit Owners, if the same be required to secure or satisfy any breach of this Declaration, the Articles, By-Laws or rules and regulations of the Association, by said Unit Owner or Owners, which breach shall require or has required an expenditure by the Board for repair or remedy, including but not limited to, the violation of, or failure of

such Unit Owner to comply with any applicable laws or directives of any lawful authority.

Section 7. Bank Accounts. Assessment charges so collected shall be promptly deposited in a bank or savings account, in a bank or savings and loan association to be selected by the Board, which account or accounts shall be under the name of the Association. The Board, and any officer of the Association or other person or firm designated by the Board, shall have exclusive control of said account or accounts, and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from any of said accounts except to pay for the charges and expenses or otherise provide for the common benefit of all Owners.

The Board shall establish two (2) separate accounts into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under this Declaration. Each of the accounts shall be established as a separate savings or checking account at a bank or savings institution. The accounts shall include: (i) an operating fund for current common expenses of the Association, and (ii) a fund for reserves for capital improvements, replacements, painting and repair of the Common Areas (which cannot normally be expected to occur on an annual basis). The Board shall not commingle any amounts deposited into either of the above accounts with one another. Nothing contained herein shall limit, preclude, or impair the establishment of additional maintenance funds by the Association, so long as the amounts assesed to, deposited into, and disbursed from any such fund are earmarked for specified purposes authorized by this Declaration.

Section 8. No Offsets. All assessments shall be payable in the amount specified in the notice of assessment and no offsets against such amount shall be permitted for any reason.

Section 9. Capital Contributions. Upon acquisition of record title to a Condominium from Declarant, each Owner (excluding Declarant) shall contribute to the capital of the Association an amount equal to one-sixth (1/6) the amount of the then annual assessment for that Condominium.

ARTICLE VII

Liens

Section 1. Creation of Lien. There is hereby created a lien against and on each Unit Owner's interest herein to secure payment of the amount of the maintenance fund, or of any

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assessment, regular or special, assessed to the Unit Owners as provided herein; provided, however, the lien shall not be deemed effective for any purpose unless and until a notice of claim of lien is recorded with the County Recorder of the County in which the Project is located. The notice of claim of lien shall state the amount of the assessment and other sums imposed in accordance with the provisions of this Article VII, a description of the Owner's interest in the Project against which the assessment and other sums are levied, the name of the record owner of the Owner's interest in the Project against which the lien is imposed, and, in order for the lien to be enforced by nonjudicial foreclosure as provided in Section 2, the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice of delinquent assessment shall be signed by the person designated in the Declaration or by the Association for that purpose, or if no one is designated, by the president of the Association. No lien shall be created by way of an assessment for a monetary penalty imposed by the Association as a discipinary measure for failure of an Owner to comply with the governing instruments of the Project or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Area and facilities for which the Owner is allegedly responsible or in bringing the Owner and his interest into compliance with the governing instruments unless the lien is as a result of enforcing a judgment of a court or a decision arising out of arbitration. The limitations imposed by the preceding sentence on the Association's ability to create a lien for a monetary assessment, shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Association for the loss of interest and/or costs reasonably incurred (including attorneys fees) in its efforts to collect delinquent assessments.

Section 2. Enforcement of Lien. If a Unit Owner fails to pay any assessment within fifteen (15) days of the due date, a late charge shall be imposed on each delinquent assessment in an amount equal to the greater of (i) Ten Dollars ($10.00) or (ii) ten percent (10%) of the delinquent assessment. The amount of the late charge may be increased by the Board from time to time if not in excess of that permitted by law. Assessments not paid within thirty (30) days after the due date shall bear interest at the highest rate permitted by law (but in no event to exceed twelve percent (12%) per annum) from the due date. The amount of the assessment, plus any costs of collection, late charges and interest assessed as hereinabove set forth shall be a lien on the Owner's separate interest in the Condominium Project from and after the time the Association causes to be recorded with the County Recorder of the county in which the separate interest is located, a Notice of Delinquent Assessment shall shall state the amount of the assessments and

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other sums imposed as set forth above in this Section 2, a description of the Owner's interest in the Condominium Project against which the assessment and other sums are levied, the name of the record Owner of the Owner's interest in the Condominium Project against which the lien is imposed and, in order for the lien to be enforced by non-judicial foreclosure as hereinafter provided, the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Delinquent Assessment shall be signed by the person designated in the Declaration or by the Association for that purpose or if no one is designated, by the President of the Association. Upon payment of the sums specified in the Notice of Delinquent Assessment, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

A lien created pursuant to this Section 2 shall be prior to all other liens recorded subsequent to the Notice of Assessment except as herein otherwise provided. Said lien may be enforced in any manner provided by law, including sale by court, sale by the trustee designated in the Notice of Delinquent Assessment or a sale by a trustee substituted pursuant to Section 2934(a) of the California Civil Code. Any sale by the trustee shall be conducted in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust.

Section 3. Priority of Lien and Subordination. The lien provided for herein shall be prior and superior to all other liens and encumbrances except for taxes, bonds, and assessments which by law are superior. Any lien provided for herein shall at all times also be subject and subordinate to and shall not affect or defeat nor render invalid the lien of any first mortgage or first deed of trust made in good faith and for value that is of record as an encumbrance against such condominium prior to the recordation of a notice of assessment against such condominium. The sale or transfer of any condominium pursuant to a judicial foreclosure or foreclosure by power of sale of a first deed of trust shall extinguish any assessment lien and any "right of first refusal" created against the condominium which is the subject of such sale or transfer pursuant to a judicial foreclosure or foreclosure by power of sale of a first deed of trust by the filing of a notice of assessment prior to the date of such sale or transfer, and shall prohibit the creation of any assessment lien against such condominium on account of payments which became due prior to the date of such sale or transfer; provided, however, that the purchaser at such sale shall be subject to all of the obligations of an Owner with respect to all asssssments which become due after the date of such sale.

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Section 4. Curing of Default. Upon payment of the delinquent assessment, all assessments becoming due thereafter, together with all interest, late charges, attorneys fees, and all additional charges incurred by the Association in connection with said notice of claim of lien and payment of a reasonable fee, the Board shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. Any Unit Owner may free his own condominium from the lien of any joint assessment on more than one condominium by payment of his share thereof, whereupon a similar further notice of satisfaction and release shall be recorded by the Board as to said condominium.

Section 5. Additional Remedies. Such lien and the right to foreclose the same shall be in addition to and not in substitution for all other rights and remedies which the Unit Owners and the Board may have to enforce the provisions hereof.

Section 6. Certificate Re Amounts Due. Upon written request of any Unit Owner and payment of a reasonable fee, the Board or the Manager will furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such condominium, a statement showing all amounts then due which are secured by any lien hereunder.

Section 7. Homestead and Exemption Waiver. Each Unit Owner does hereby waive, to the extent of any liens created pursuant hereto, the benefit of any homestead or exemption laws of the State of California in effect at the time the claim of lien is recorded.

ARTICLE VIII

Insurance

Section 1. Public Liability Insurance. Comprehensive public liability insurance shall be purchased by the Board and shall be maintained in effect at all times, insuring the Association, any Manager, the Declarant and the Owners and occupants of condominiums and their respective family members, guests, invitees, and the agents and employees of each and all holders of first deeds of trust encumbering the condominims within the Project, against any liability incident to the ownership or use of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than $1,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability for non-owned and hired automobiles, liability for property of others and any other

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liability or risk customarily covered with respect to projects similar in construction, location and use.

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

Section 3. Proceeds Payable to Trustee. All insurance proceeds payable under Section 2 and subject to the rights of Mortgagees under Section 8, shall be paid to a Trustee, to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear pursuant to the Article herein relating to "Destruction of Improvements". The policy must also contain the standard mortgage clause and name as mortgagee, if applicable, either Federal National Mortgage Association ("FNMA") or the servicers for FNMA mortgages or its successors and assigns. The Trustee shall be appointed by the Board and shall be a commercial bank and/or trust company in the county in which the Project is located which agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

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Notwithstanding the foregoing, if the proceeds from a single claim do not exceed Twenty Thousand Dollars ($20,000) such proceeds shall be paid to the Association to be used for repair and reconstruction. If the Board fails to appoint a Trustee, the proceeds shall be paid to the Board.

Section 4. Insurance by Owner. Except as provided in this Section 4., no Owner can separately insure his Unit or any part of it against loss by fire or other casualty covered by an insurance carrier under the fire and extended coverage insurance policy carried by the Association. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the provisions of Section 2. that result from the existence of such other insurance will be chargeable to the Owner who acquired other insurance, and the Owner will be liable to the Association to the extent of any such diminution. An Owner can insure his personal property against loss. In addition, any improvements made by an Owner to the real property within his Unit may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association and Declarant. An Owner may also carry public liability insurance covering his individual liability for damage to persons or property occurring within his Unit.

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

Section 6. Additional Insurance. The Board may, and if required by any Mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild, steamboiler coverage providing at least $50,000 coverage for each accident, and a blanket policy of flood insurance. The Board shall also purchase and maintain: worker's compensation insurance, to the extent that it is required by law, for all employees of the Association; errors and omissions insurance for officers and directors of the Association; and any other insurance as it deems necessary or that is required by any Mortgagee.

Section 7. Authority of Board. The Board is appointed attorney in fact by each Owner with the exception of the Administrator of Veteran Affairs, an officer of the United

States of America, to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to compromise and settle any claim or endorse any claim by legal action or otherwise and to execute releases in favor of any insurer.

Section 8. Rights of Mortgagees. Any Mortgagee has the option to apply insurance proceeds payable on account of a condominium, in reduction of the obligation secured by the mortgage of such Mortgagee.

Section 9. Annual Review by Board. The Board shall determine annually whether the amounts and types of insurance it has obtained provide adequate coverage for the Project, Owners, Mortgagees and the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall obtain the same.

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

ARTICLE IX

Destruction of Improvements

Section 1. Partial Damage. In the event any improvements or any fixtures or personal property in the Project owned in common are partially destroyed by fire or other casualty, or by partial condemnation, it shall be the duty of the Board to restore and repair the same to its former condition, as promptly as practicable and in a lawful and workmanlike manner. The proceeds of any insurance shall be made available for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such partial reconstruction shall be less than eighty-five percent (85%) of the cost of the repair or construction and/or in the event such destruction is in an amount equal to fifty percent (50%) or more of the total value of the entire improvements on the Project, the Owners of individual Units, by vote of the Owners holding seventy-five percent (75%) of the voting power of each class of membership, in person or by proxy, at a duly constituted meeting, shall determine whether the Board shall be authorized to proceed with such partial reconstruction or not, and in the event of an affirmative vote, a Special Assessment of the Owners may be levied to provide the necessary funds for such reconstruction, over and above the

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amount of any insurance proceeds available for such purposes. Such assessment shall be assessed against Owners upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed. In the event of a determination by the Owners that the cost of such reconstruction would be so substantial that it would not be in their best interests to proceed with the same, the Owners may, in their discretion, proceed as provided hereinafter.

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

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

Section 4. Determination Not to Rebuild. In the event of a determination not to rebuild, the Board shall be authorized to have prepared and to have filed, as promptly as practicable, a corrected subdivision map, (approved by the appropriate governmental authorities), converting the Property into an unimproved parcel of land, which shall be offered for sale, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Owners as a whole on the Property shall

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be distributed to the Unit Owners in the proportions in which the fair market value of each condominium bears to the fair market value of all condominiums in the Project, provided that if at the time of distribution there is due and owing any encumbrance on any individual Unit, executed in good faith and for value, the balance of such encumbrance shall first be paid before the distribution of any proceeds to the Owner whose Unit is so encumbered. For purposes hereof, fair market value of the condominiums in the Project shall be determined at the time of the destruction by an independent, qualified and experienced real estate appraiser appointed by the Board of Directors and the cost of such appraisal shall be an expense of the Association. The Board, or any member thereof as shall be designated by the Board, is hereby irrevocably appointed as the attorney in fact for each Unit Owner, with the exception of the Administrator of Veteran Affairs, an officer of the United States of America, to make, execute and deliver on his behalf any and all documents necessary or convenient to effect and complete said sale including, but not limited to deeds, escrow instructions and the like.

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

Section 5. Repair of Interior Damage. Restoration and repair of the damage to the interior of any individual Unit shall be made by and at the individual expense of the Owner of said Unit and in the event of the determination to rebuild such partial or total destruction, the same shall be completed as promptly as practicable and in a lawful and workmanlike manner.

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

Section 7. Owners Dispute. In the event of a dispute amongst the Owners with reference to the distribution of any of the proceeds received in connection with any damage or destruction of any of the improvements in the Project, or with reference to Special Assessments which may be levied pursuant to

the provision of this Article IX, an Owner or the Board may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association and the decision thereof shall be final and conclusive upon all Owners.

ARTICLE X

Maintenance and Decoration of Buildings and Units

Section 1. Owners Maintenance. Each Unit Owner shall have the exclusive right and duty, at his sole cost and expense, to maintain, repair, paint, repaint, paper, panel, plaster, tile, wax and finish, refinish or decorate the interior surfaces of the ceilings, floors, doors and perimeter walls of his living Unit (excluding balconies which shall be the obligation of the Association but including landscaping within any private patio area which is fenced or walled) as well as all glass and window breakage, screens and screen doors, and all permanent fixtures, appliances and equipment of his Unit, including but not limited to refrigerators, dishwashers, disposals, lighting fixtures, water heaters, ranges or fireplaces located within or connected with his Unit and air conditioning and heating equipment and elements located within a Unit or on the roof thereof or situated in the Common Area but servicing only that Unit and in the event that such air conditioning and heating equipment and elements are situated in the Common Area, an Owner is granted an easement for ingress and egress over the Common Area for purposes of maintaining such equipment; provided, however, nothing in this Article shall be construed as permitting any interference with or damage to the structural integrity of any building. In the event an Owner shall do anything with respect to his Unit or use his Unit in such manner that might have the effect of increasing the level of noise or sounds that can be heard outside of his Unit during his use and occupancy thereof, or which might cause a continual disturbance or annoyance to any other Unit Owner, he shall be required to take at his own expense all reasonable measures to deaden, insulate and otherwise decrease the level of such noise or sounds to the minimum level reasonably possible so as not to cause an interference with the use and enjoyment by other Unit Owners of their Units.

Repair and maintenance of an Owner's Unit as may be occasioned by the presence of wood-destroying pests or organisms shall be governed by Section 1364(b) through (e) of the California Civil Code.

Section 2. Fixtures. Carpets, individual air conditioners, dishwashers, garbage disposals, ranges and ovens which may be physically located within any Unit shall be deemed

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to be fixtures and attached to the realty, but the upkeep, maintenance, repairs and replacement shall be the responsibility of the Unit Owner and not of the Board. All other furnishings, furniture, drapes and appliances are personal property and shall not, during the term of these restrictions, become a part of the Property.

Section 3. Consent of Architectural Committee for Changes. No Unit Owner shall, at his expense or otherwise, make any structural changes, repairs, or alterations to his Unit or the Common Area or any facilities or structures thereon, without the prior written consent of the Architectural Committee provided for in this Declaration.

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

Section 5. Window Cover. Windows can only be covered by drapes, shades, curtains, or shutters and cannot be painted or covered by foil, cardboard, or other similar materials.

ARTICLE XI

Use and Occupancy of Units and Common Area

Section 1. Single Family Use. Each condominium shall be used as a residence for a single family and for no other purposes whatsoever. Individual condominiums may not be subdivided nor may parts thereof be sold. No part hereof shall ever be used or allowed to be used directly or indirectly for any business, commercial, manufacturing or mercantile or other non-residential use except condominiums owned by Declarant may be used by Declarant or its designees, as models, sales offices, construction offices and general offices for the purposes of

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developing, improving and selling condominiums in the Project. The rights of Declarant pursuant to this Section shall be subject to the time limitations set forth in Section 14 of this Article XI.

Section 2. Rental of Unit. Unit Owners may lease or rent their condominium upon appropriate written notice to the Board of such intent; provided, however, that no Unit Owner shall be permitted to lease his condominium for transient or hotel purposes and no such lease or rental shall be for a period of less than thirty (30) days. Any such lease or rental shall be in writing, shall be in such form as approved by the Board and shall require the tenant thereof to comply in all respects with the Declaration, the By-Laws and all rules and regulations adopted by the Association and any failure by the tenant to so comply shall be a default under said lease or rental.

Section 3. Common Area. Except as otherwise permitted herein, there shall be no obstruction of any portion of the Common Area nor shall anything be stored in the Common Area, even on a temporary basis, without the prior written consent of the Board.

There shall be no use or occupancy of any part of the Common area, except by the Unit Owner, his family, tenants and guests.

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

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

Section 4. Signs. No sign of any kind shall be displayed on the Common Area or from an Owner's Unit, without the prior written consent of the Board, except that one sign of reasonable dimensions and design advertising a condominium for sale, lease, or exchange, may be placed on the Common Area or in the Owner's Unit. The foregoing restriction shall not apply to signs or other displays used by Declarant, or its agents, in connection with the original or resale of condominiums in the Project so long as Declarant shall own a condominium in the Project; provided, however, that such use shall not be for a

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period of more than five (5) years after the conveyance of the first condominium in the Project.

Section 5. External Items. No antennae (television, radio, or of any sort), poles, wires, or other external items shall be located on or outside of any Unit, or in the Common Area, except with the express written consent of the Board, or except as installed by Declarant.

Section 6. Pets. No animals, livetock, or poultry of any kind shall be raised, bred, or kept in or upon any Unit or in the Common Area except upon specific approval of the Board, except that a Unit Owner shall be allowed to maintain a reasonable number of household family pets, so long as a pet does not annoy, molest, or inconvenience any other Unit Owners, guests or other pets and provided that such pet or pets shall, if and when declared to be a nuisance by the Board, forthwith be removed from the Project. Any inconvenience, damage or injury caused by such household pet or pets shall be the sole responsibility of the respective Owner thereof and said Owner does hereby indemnify the Association, its Board of Directors, officers and the Manager and its staff and agrees to hold each of them harmless from and against any and all loss, cost, liability and expense of any kind and nature arising out of having pets within the Project.

Section 7. Offensive Activities. No noxious or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance. All rubbish, trash and garbage shall be kept only in sanitary containers and shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No Owner of a condominium shall permit or cause any trash or refuse to be kept on any portion of the Common Area except in places specifically designated for such purpose and except on the scheduled day for trash pickup. No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, patios or other areas.

Section 8. Structural Changes. Nothing shall be done in any Unit or in or on, or to the Common Area which will impair the structural or esthetic integrity of the buildings or which would structurally alter the buildings, except as is otherwise provided herein.

Section 9. Mineral Exploration. No drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Unit or the Common Area or within 500 feet below the surface of the property.

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Section 10. Air Space. No development shall be made of the air space above the exterior of any structure or any Unit or in the Common Area except upon the written consent of the Board.

Section 11. Violation of Rules and Laws. There shall be no violation of the rules or regulations for the use of Units or the Common Area as set forth herein or as may be adopted by the Board. There shall be no violation or failure to comply with applicable laws, orders, or directives of any lawful authority.

Section 12. Owner Liability. Each Owner shall be liable to the Association as such liability may be determined pursuant to the laws of the State of California, for any damage to any portion of the Common Area or the equipment, facilities or structures thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, relatives, guests, invitees, or tenants, both minor and adult. In the case of joint ownership, the liability of such Owners shall be joint and several. In the event of personal injury or property damage sustained by any person while physically within the Unit of any Owner, and in the further event that any other Owner shall be sued, or a claim made against him or her for said injury or damage, the Owner or Owners of the Unit in which said injury or damage occurs, shall fully indemnify and hold harmless any such other Owners against whom such claim shall be made, and shall further defend any such other Owners at his or her own expense in the event of litigation of such claim; provided, however, that such protection shall not extend to any other Owner whose own negligence may have caused or contributed to the cause of any such injury or damage.

Section 13. Exemption of Payment of Maintenance Fee. No Unit Owner may exempt himself from liability for his contribution to the maintenance fund by any waiver of the use or enjoyment of the Common Area, or by the abandonment of his condominium.

Section 14. Rights of Declarant. Nothing herein contained shall: (1) prohibit or restrict in any way the right of Declarant to the nonexclusive use of the Common Areas and the facilities thereof for construction, display, and exhibit purposes in connection with the construction and sale of condominiums within the Project including but not limited to the furnishing of unrestricted rights of ingress, egress and parking to prospective purchasers and Declarant's agents, servants and employees; or (2) limit the right of Declarant to complete construction of improvements on the Property or to alter such improvements or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the Project; provided, however, that such use shall not be for a

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period of more than five (5) years after the conveyance of the first condominium in the Project. The Declarant shall not unreasonably interfere with the use of the Common Area by any Owner.

Section 15. Parking and Parking Spaces. No parking space may be sold or assigned to, or retained in the ownership of, any person not a Unit Owner and no parking space may be rented or leased to a non-Unit Owner except in connection with a lease of a condominium. No motorcycle, trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pick-up truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Project, unless placed or maintained within an enclosed garage or carport or on the parking site deeded or assigned to a Unit Owner. No repairs shall be made to any automobile or other vehicle while parked in any area in the Project, except in the case of strict emergency.

The Board shall have the authority to tow away and store any vehicle or similar equipment parked in violation of the above restrictions whether the same shall belong to any Owner or a member of his family or to any relative, guest, or invitee of any Owner. Charges for such towing and storing shall be assessed against any Owner who shall violate such restrictions and also against any Owner whose family members, relatives, guests, or invitees may violate the same.

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

Section 17. Recreational Facilities. No child under the age of ten (10) years may use the playground area and equipment or the swimming pool unless attended by an adult. This restriction may be changed by a majority vote of the Owners without the necessity of amending this Declaration.

ARTICLE XII

Architectural and Design Control

Section 1. Consent of Architectural Committee Required. No Unit Owner shall, at his expense or otherwise, make any structural changes, repairs, or alterations to his Unit or the Common Area or any facilities or structures thereon, nor shall he make any alterations, additions, improvements, repairs, or modifications or changes in paint or finish or color of the Common Area or any facilities or structures thereon, or install awnings or sunshades or perform any landscaping of any kind or character in or on his Unit or any of the Common Area, or make any change, alteration, improvement or repair visible from the exterior of the Units, without the prior written approval of the Architectural Committee. Such approval may be withheld if in the view of the Committee, the installation or improvement would

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affect the uniformity and the attractiveness or the value of the Project as a whole.

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

Section 3. Appointment of Architectural Committee. Declarant shall initially appoint the original Architectural Committee, which shall consist of not less than three (3) nor more than five (5) members. Said members shall all be officers, directors, or employees of Declarant, and shall remain until the first anniversary of the issuance of the Public Report for the Project. Declarant reserves to itself the power to appoint a majority of members of the Committee until ninety percent (90%) of all the Units in the Project have been sold or until the fifth anniversary of the issuance of the Final Public Report, whichever first occurs. Thereafter the Board shall have the power to appoint all of the members of the Committee. Members appointed to the Architectural Committee by the Board shall be from the membership of the Association. Members appointed to the Committee by Declarant may not be Members of the Association.

Section 4. Approval or Disapproval by Architectural Committee. The Committee or the Association shall approve or disapprove a proposed alteration by sending a written notice thereof to the Owner who so requested said proposed alteration. The approval thereof may be recorded in the office of the County Recorder, but such approval shall not have the effect of, or be construed as, in any manner modifying, altering or waiving any of the provisions, covenants, conditions or restrictions set forth herein. The Committee shall make its determination as to approval or disapproval of the proposed alterations within sixty (60) days of the submission of said proposed alteration to the Committee. Failure on the part of the Committee or the Association to record such disapproval or to render a decision within the sixty (60) day period mentioned above, shall be deemed to be a waiver of any and all jurisdiction of said Committee or Association as to said plans and specifications, or either of them, and of said location and/or construction, but nothing contained herein, shall be construed as a waiver on the part of the Association or its successors or assigns or any other Owner in the Project, of their right to enforce the conditions recited

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herein or their right to enforce compliance of any other conditions, restrictions and covenants set forth herein.

Section 5. Diligent Prosecution of Work. The approval of any improvement, erection, construction, refinishing, installation, placement, or alteration of a building, or other structure, shall be deemed conditional upon the commencement of said work within ninety (90) days after the approval of the Committee for the same shall have been obtained, or within such other period as shall have been specified by the Committee at the time of its approval. Work thereon must thereafter be prosecuted diligently to completion within a reasonable time and in any event before the expiration of such period as may be specified by the Committee. The Committee may for good cause, as determined by it, in writing, extend the period for completion of any such erection, construction, refinishing, installation placement or alteration. During said construction period, the area shall be kept clear of debris and refuse to the greatest extent possible. In the event the work is not commenced within said ninety (90) days, the approval of the Committee shall lapse and become void unless the Committee, in its discretion, shall give written notice of waiver of the time condition. Said written notice of waiver may contain such terms and conditions as the Committee may deem proper, and shall not be deemed a waiver of any rights or authority of the Committee except as expressly stated in said written notice. Upon such lapse of approval, all proceedings shall terminate, and approval shall be conditional on the filing of new plans and architectural review fee as provided herein.

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

Section 7. Inspection of Work. Upon the completion of any construction, reconstruction, or the alteration or refinishing of the exterior of any improvement, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice thereof to the Committee. Within sixty (60) days thereafter, the Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with the approved plans. If the Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance. If

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the Owner fails to give written notice as provided herein, the period within which the Committee may inspect the improvement and give notice of non-compliance shall be extended to one hundred eighty (180) days after actual completion.

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

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

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

Section 8. Unauthorized Improvements. If any improvement is made without first obtaining approval of the Committee, the Committee shall give written notice to the Owner of violation of this Declaration within one hundred eighty (180) days after actual completion. If the Committee fails to give such notice, the improvement shall be deemed to be in compliance with this Declaration. Within thirty (30) days of said notice, the Owner shall either (a) remove said improvement at his own expense and restore the Unit to its condition prior to commencement of said improvement, or (b) submit plans and all

other items required by the Committee, together with an additional late application fee of $200 payable to the Association. If the Owner has failed to take such action within said thirty (30) day period, the Committee, at its sole option, may enter the Unit after three (3) days's written notice to such Owner and perform or cause to be performed, such work or other acts as may be required to remove the non-complying improvement or remedy the non-compliance, and the Owner of said Unit shall forthwith pay all costs and expenses incurred in connection therewith upon presentation to Owner of invoices therefor. If the Owner elects option (b) described in this Section, the Committee shall determine within sixty (60) days from the date of filing the late application if the plans are acceptable and if the improvement is in compliance with said plans. If the Committee notifies the Owner of disapproval of the plans or of non-compliance of the improvement within said sixty (60) day period, the improvement shall be removed by Owner unless an extension of time is granted in writing by the Committee in its sole discretion to permit modification of said plans and/or to permit the Owner to remedy the non-compliance. If the Committee fails to notify the Owner of disapproval or non-compliance within said sixty (60) day period, the plans shall be deemed approved and the improvement shall be deemed in compliance with said plans.

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

Section 10. Access to Premises. Each member of the Committee, Declarant, and any agent or employee of said Committee or Declarant, after the Committee has given written notice shall at all reasonable hours have access to any building site, premises, residence, building, or structure constructed, placed or maintained upon any portion of the Project for the purpose of inspection of the same relative to compliance with this

Declaration or for repairing or remedying any non-compliance as provided in this Declaration, and shall not be deemed guilty of trespass by reason of such entry.

Section 11. Non-Liability. Neither Declarant, the Committee, nor any member, agent, or employee of Declarant or the Committee, shall be liable to any Owner for any loss, damage, or prejudice suffered or claimed on account of (a) any defects in any building or other structure erected, constructed, installed, placed, altered, or maintained in accordance with or pursuant to any plans and specifications, exterior materials, color scheme, plot plan, grading plan, or other material approved by the Committee or any conditions or requirements that the Committee may have imposed with respect thereto, (b) approval or disapproval of any item submitted to the Committee by an Owner, or (c) the execution and filing of a Committee Certificate.

Section 12. Declarant's Exemption. Declarant shall not be subject to the requirements of this Article XII until the expiration of three (3) years from the date of the original issuance of the most recently issued Final Subdivision Report for a Phase of the development of the Project.

Section 13. Fees. The Architectural Committee shall act without compensation but shall be permitted to charge a total fee, not to exceed Two Hundred Dollars ($200), to be paid to the Association for any set of plans which may be submitted to it for approval. In the event the Committee shall be reasonably required to engage a professional consultant to assist it in its determination, the Committee shall first obtain an estimate of the fees to be paid to such consultant and shall notify the Unit Owner of such fees. The Unit Owner shall be required, as a condition to proceeding further, to agree to pay such fees. If the Unit Owner shall not agree to pay such fees, the matter submitted before the Committee shall be deemed to be disapproved unless some alternative method of providing the necessary assistance to the Committee (which is in a form satisfactory to the Committee) shall be provided.

ARTICLE XIII

Repair of Common Facilities by Individual Owner and Right of Entry

If any common facility or any portion of the Common Area falls into disrepair or is damaged and the Board fails to take action to repair or restore the same within sixty (60) days after written notice so to do from any Unit Owner, then such Unit Owner may make such repairs as are necessary to insure his enjoyment of his own condominium; provided, that such Owner first obtains the approval of Owners holding fifty-one percent (51%) of

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the voting power of each class of Members. Such Unit Owner shall receive at least two (2) bids before employing any person, firm or corporation to perform such work. Such Unit Owner may, to the extent necessary, enter on any Unit or any portion of the Common Area to effect such repairs. Any such entry shall be made with as little inconvenience as practicable to the Unit Owners affected, and to the other Unit Owners in their use of the Common Area. Any damage caused thereby shall be forthwith repaired by the entering party. The Board shall reimburse such Owner undertaking to make such repairs out of the maintenance fund for all reasonable expenses incurred by him in making such repairs, and if such fund be insufficient, shall cause the levy of a Special Assessment.

ARTICLE XIV

Utilities

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

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

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

C. In the event any portion of said connection or line is damaged or destroyed through the negligent act or acts or failure to act, the willful misconduct of one Unit Owner or any of his employees, agents, invitees, tenants or guests, so as to deprive other Unit Owners of the full use and enjoyment of said connection or line, then such connection or

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line shall be repaired or restored by the Association, but at the expense of the Unit Owner who commits or whose guests, agents, or employees commit, such act or acts.

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

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

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

ARTICLE XV

Entry for Repairs

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

necessary to perform the duties and obligations of the Board and the Association.

ARTICLE XVI

Covenant Against Partition

By acceptance of his deed, each Unit Owner shall be deemed to covenant and agree for himself and his heirs, personal representatives, successors and assigns, that there shall be no judicial partition of the Common Area and the same shall remain undivided, nor shall Declarant or any person acquiring any interest in the Project or any part thereof, seek any such judicial partition until the structures on the Property are totally or partially destroyed and the Owners shall elect not to rebuild as hereinabove provided. Each person acquiring any interest in the Project shall by such acquisition be deemed to have waived any right to partition of the subdivided property, except only as herein provided. Notwithstanding the foregoing, if any condominium shall be owned by two or more co-tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such condominium as between such co-tenants.

No Unit Owner may sell or convey all or part of his undivided interest in any of the Common Area, except in conjunction with the sale of his condominium nor may he encumber any part or all of his undivided interest in the Common Area except in conjunction with an encumbrance of his condominium.

Partition may be had upon a showing of any of the conditions specified in Section 1359 of the Civil Code of the State of California.

The Association is hereby granted an irrevocable power of attorney to sell the Condominium property for the benefit of all the Owners thereof when the partition of the Owners' interests in said Condominium property may be had pursuant to Section 1359 of the Civil Code as noted above. The power of attorney herein granted may be exercised upon the vote or written consent of Owners holding in the aggregate at least two-thirds (2/3) of the interest in the Common Area by any two (2) members of the Board who are hereby authorized to record a Certificate of Exercise in the Office of the County Recorder where the Project is located, which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith; provided, however, that said power of attorney shall not apply to the Administrator of Veterans Affairs, an officer of the United States of America.

ARTICLE XVII

Structural Alterations

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

ARTICLE XVIII

Encroachment

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

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

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

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ARTICLE XIX

Common Area Easements

Section 1. Easements for Construction, Sales and Related Purposes. Declarant, on behalf of itself, its agents, employees, contractors, subconractors, invitees, successors, assigns and other authorized personnel, reserves unto itself for a period of time extending until the date on which one hundred percent (100%) of all condominiums which may be constructed on the Property are sold (but not to exceed the time limit specified in Section 14 of Article XI), a non-exclusive easement in, over, under and through each and every part of the Common Area together with the right to transfer and grant the same without the consent of any other person or entity for the following purposes:

A. Completion of original development of all portions of the Property including, without limitation, the condominiums.

B. Marketing and selling condominiums and improvements.

C. Customer relations and providing post-sale customer service to Owners.

D. Leasing and reselling of condominiums and improvements.

E. Redesigning and/or contracting any portion of the Property in accordance with the provisions of this Declaration; provided, that the Declarant's exercise of its redesign right shall be aesthetically consistent with the then existing theme of the Project.

In connection with each of the foregoing purposes the Declarant shall have the right: (i) to perform any and all architectural, engineering, construction, excavation, landscaping or related work and activities; (ii) to store and use materials, equipment, vehicles, tools and machines which may be necessary or desirable in connection with such construction; (iii) to display signs and erect, maintain and operate, for sales, resales and administrative purposes, model condominiums and a fully staffed customer relations, services and sales and/or resales office complex within the Property; (iv) to perform maintenance, repair and replacement work on, and to make custom improvements, alterations and additions to uncompleted improvements and (v) to take such other action consistent with such easements. No Owner (other than Declarant) shall enter any construction area within the Property or cross any fence or other

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barricade constructed to prevent such entry or otherwise impede or interfere with such development and construction.

Section 2. Easements Reserved to Owners. Every Owner of a condominium shall have a non-exclusive easement of use and enjoyment in, to and thoughout the Common Area of the Project and for ingress, egress and support over and though the Common Area and Declarant hereby reserves the right to grant non-exclusive easements to Owners for such purposes over all of the Common Area of the Project. Such non-exclusive easements shall be appurtenant to each condominium and the Common Area but shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to condominiums over the Common Area, if any. Each such easement shall be appurtenant to and pass with the title to every condominium, subject to the following rights and restrictions:

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

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

C. The right of the Association to borrow money to improve the Common Area.

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

E. The right of the Association, or its agents, to enter any Unit to perform its obligations under this Declaration.

ARTICLE XX

Condemnation

Section 1. Action for Condemnation. In the event that an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, upon unanimous written consent of all of the Owners, and the lenders and Mortgagees affected, as their interests may appear, the Project, or such portion thereof, may be sold by the Board acting as irrevocable attorney-in-fact of all the Owners for a price deemed fair and equitable by the Board. Written notice of any threatened or

proposed condemnation shall be given in writing by the Association to each Mortgagee of record within ten (10) days after the same becomes known to the Association.

Section 2. Distribution of Proceeds. Upon a sale occurring as described in Section 1. hereof, the proceeds resulting therefrom shall be distributed to the Association or any trustee appointed by the Board, for the use and benefit of the Owners and their Mortgagees, as their interests may appear, in the proportions in which the fair market value of each condominium bears to the fair market value of all condominiums in the Project. For purposes hereof, fair market value of the condominiums in the Project shall be determined by an independent, qualified and experienced real estate appraiser appointed by the Board of Directors and the cost of such appraisal shall be an expense of the Association. In the event of the occurrence of a disagreement within ninety (90) days after the proceeds of sale become available for distribution, the matter shall be referred to arbitration in accordance with the then rules of the American Arbitration Association.

In the event the Project, or such portion thereof, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective lenders and Mortgagees, as their interests may appear, as provided above.

Section 3. Revival of Right to Partition. Upon a sale or taking pursuant hereto, which renders more than fifty percent (50%) of the Units in the Project uninhabitable, the right of any Owner to partition through legal action shall forthwith revive.

ARTICLE XXI

Protection of Mortgagees

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

Section 2. Material Amendments. Except as provided by statute or by other provisions of the Declaration, Articles or By-Laws, in case of substantial destruction or condemnation of the Project and further excepting any reallocation of interest in the Common Area which might occur pursuant to any plan of expan-

sion or phase development contained in the original Declaration, if an Eligible Mortgage Holder informs the Association in writing of its appropriate address and requests in writing to be notified, neither the Association nor any Owner shall make any material change to the Declaration unless at least seventy-five percent (75%) of Eligible Mortgage Holders (based upon one (1) vote for each mortgage) or seventy-five percent (75%) of Owners (other than the sponsor, developer, builder or Declarant) have given their prior written approval. The term "material amendment" is defined to mean amendments to provisions of any such documents governing the following subjects:

A. The percentage interest of the Unit Owners in the Common Area of the Project.

B. The fundamental purpose for which the Project was created (such as a change from residential use to a different use).

C. Voting.

D. Assessments, assessment liens and subordinations thereof.

E. The reserve for maintenance, repair and replacement of the Common Area.

F. Responsibility for repair and property maintenance obligations.

G. Casualty and liability insurance and fidelity bonds.

H. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration.

I. Rights to use the Common Area.

J. Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project.

K. Boundaries of any Unit.

L. Convertibility of Units into Common Area or of Common Area into Units.

M. Leasing of Units.

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N. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or convey his Unit.

O. Any provision, which by its terms, is specifically for the benefit of first Mortgagees, Insurers, or Guarantors, or specifically confers rights on first Mortgagees, Insurers, or Guarantors.

An addition or amendment to the Declaration, the Articles or to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder or Eligible Guarantor or Insurer who receives a written request to approve additions or amendments, who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 3. Required Consent of Mortgagees. Except as provided by statute in case of condemnation or substantial loss of the Units and/or the Common Areas of the condominium project, unless at least seventy-five percent (75%) of the first Mortgagees (based upon one vote for each mortgage owned) of the individual condominiums or seventy-five percent (75%) of Owners (other than the sponsor, developer, builder or Declarant) have given their prior written approval, neither the Association nor the Owners shall be entitled:

A. By act or omission to seek to abandon or terminate the Project, except in the case of a taking by condemnation or eminent domain or substantial loss or damage to the Common Area.

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

C. By act or omission to 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 by the Association or the Owners shall not be deemed a transfer within the meaning of this clause.

D. To use hazard insurance proceeds for losses to the Common Area in the Project for other than the repair, replacement, or reconstruction of improvements.

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E. To terminate professional management (but only if such professional management is required by any Mortgagee or by the guarantor, insurer, or subsidizor of any Mortgagee) and assume self control of the Project.

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

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

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

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

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

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

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

C. Any lapse, cancelation or material modification of any fidelity bond required to be maintained by the Association or of any insurance policy required to be maintained by the Association pursuant to Sections 1 and 2 of Article VIII.

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

Section 7. Effect of Foreclosure by First Mortgagee.

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

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

C. Any Mortgagee who acquires title to a condominium by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure

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any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

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

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

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

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

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

Section 11. Termination of Certain Contracts. Any contract for professional management of the Project, or any other contract providing for services by Declarant shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and the term of such contract shall not exceed one (1) year. Such contracts shall also provide for termination for cause upon no more than thirty (30) days written notice. Such agreement shall

be renewable with the consent of the Board and the management agent. No contract with the Association negotiated by Declarant shall exceed a term of one (1) year.

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

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

Section 14. Termination of the Project. Any election to terminate the legal status of the Project after substantial destruction or a substantial taking in condemnation of the Project must require the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to Eligible Mortgage Holders.

Section 15. Reallocation of Interests. No reallocation of interests in the Common Area 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 fifty-one percent (51%) of the votes of such remaining Units subject to Eligible Mortgage Holders.

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

Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees of Unitss to be executed by the Association. An original copy of such agreement shall be possessed by the Declarant.

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

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ARTICLE XXII

Amendments

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

Section 2. After Sale of a Unit. After the close of the first sale of a condominium in the Project to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect as follows: (1) if a two class voting structure is still in effect in the Association, this Declaration may be amended only with the vote or written consent of Members entitled to cast at least seventy-five percent (75%) of the voting power of each class of members in the Association; (2) if a two class voting structure is no longer in effect in the Association because of the conversion of Class B membership to Class A membership as provided herein, this Declaration may be amended only with the vote or written assent of: (i) Members holding seventy-five percent (75%) of the voting power of the Association; and (ii) Members holding seventy-five percent (75%) of the voting power held by Members other than Declarant.

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

Section 3. Amendment to Meet Requirements of Mortgagees and Governmental Agencies. It is the intent of

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

Section 4. Petition to Superior Court. If in order to amend the Declaration, the Declaration requires Owners having more than fifty percent (50%) of the votes in the Association, in a single class voting structure, or Owners having more than fifty percent (50%) of the votes in more than one class in a voting structure with more than one class, to vote in favor of the amendment, the Association, or any Owner of a separate interest, may petition the Superior Court of the county in which the Common Interest Development is located for an order reducing the percentage of the affirmative votes necessary for such an amendment. The petition shall describe the effort that has been made to solicit approval of the Association Members in the manner provided in the Declaration, the number of affirmative and negative votes actually received, the number or percentage of

affirmative votes required to effect the amendment in accordance with the existing Declaration, and other matters the petitioner considers relevant to the court's determination. The petition shall also contain, as exhibits thereto, copies of all of the following:

A. The governing documents.

B. The complete text of the amendment.

C. Copies of any notice and solicitation materials utilized in the solicitation of Owner approvals.

D. A short explanation of the reason for the amendment.

E. Any other documentation relevant to the court's determination.

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

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

ARTICLE XXIII

Enforcement

Each and every covenant, condition, restriction and easement herein contained and in the By-Laws, Articles of Incorporation and rules and regulations shall be for the benefit of any and all persons who now own or who may hereafter own any portion of the Project, and all such persons are specifically given the right to enforce the same at law or in equity, and upon the filing of any action to enforce the same, judgment may be given for attorneys fees against the party found to be in breach in favor of the party seeking enforcement. Enforcement of these covenants and restrictions, the By-Laws, Articles of Incorporation and any rules and regulations may be sought by the Association or any Unit Owner and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation by way of injunctive relief or to recover damages, and against the land to enforce any lien created by these covenants, and failure by Declarant, the Board or any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter, nor shall any such failure to enforce the same or any other violation of such covenants or restrictions impair or invalidate the lien of any first mortgage or first deed of trust.

ARTICLE XXIV

Term

Except in the event of earlier termination as provided above, the covenants, conditions and restrictions of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by Declarant, the Board, or the Owner of any condominium subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by Unit Owners holding a majority of the voting power of the Association has been recorded within one (1) year prior to the termination of the forty (40) year period or within one (1) year prior to the termination of any successive ten (10) year period, agreeing to terminate said covenants, conditions and restrictions, in whole or in part.

ARTICLE XXV

Enforcement of Bonded Obligations

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

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

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

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

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

ARTICLE XXVI

General Provisions

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

Section 2. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, the same shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to each such person at the address given by such person to the Board for the purpose of service, or to such person's Unit, if no address has been given to the Board. An address may for any reason be changed from time to time by notice in writing to the Board.

Section 3. Violation Deemed a Nuisance. Every act or omission in violation of any covenant, condition, or restriction herein set forth shall constitute a nuisance, and in addition to

the legal remedies hereinbefore set forth, may be abated or enjoined by any Owner or any member of the Board.

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

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

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

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

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

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Section 9. Increase in Fees Chargeable by Association. The fees which the Association is permitted to charge pursuant to Article XII, Section 13 (Fees) may be increased by the Association effective on each anniversary date of the recording of this Declaration by a percentage equal to the lesser of (i) the percentage increase of the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for Urban Consumers, Los Angeles - Anaheim - Riverside Metropolitan Area, California (1982-84=100) Standard Reference Base ("CPI") during such year or any substitute index if the CPI is no longer published; or (ii) five percent (5%).

Section 10. Approval of VA. So long as there is a Class B Membership, the following actions shall require the prior approval of the Veterans Administration: Annexation or deannexation of all or any part of the real property described on Exhibit "A"; any merger or consolidation of the Association; any special assessment; and any amendment to this Declaration, a draft of which shall be submitted and approved by the Veterans Administration prior to recordation.

ARTICLE XVII

Requirements of FHA

Section 1. Regulatory Agreement. In order that loans secured by mortgages encumbering Condominiums within the Project qualify for mortgage insurance by FHA, the Association shall be required to enter into a Regulatory Agreement with FHA. To the extent the Regulatory Agreement is in effect according to its terms:

A. All Owners, tenants and occupants of Condominiums in the Project covenant and agree that the administration of the Project shall be in accordance with the terms and provisions of the Regulatory Agreement and that such terms and provisions shall be fully complied with.

B. To the extent any matters in this Declaration or in the Articles or By-Laws are in any way inconsistent with any matters in the Regulatory Agreement, then any such inconsistent matters in the Regulatory Agreement shall prevail.

C. Without limiting the foregoing, the right to lease Condominiums in the Project shall be subject to all terms and provisions of the Regulatory Agreement.

Section 2. Conflicts. In the event of any conflict between any of the provisions of this Article XXVII and any other

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provisions of the Declaration, the provisions of this Article XXVII shall control.

ARTICLE XXVIII

Professional Management

The Board shall be required to engage a professional real property manager duly licensed as a real estate broker by the State of California (if so required to be licensed by the laws of the State of California) to manage the Project. Such manager shall be experienced in the management of condominium projects. When professional management has been previously required by any Eligible Mortgage Holder or insuror or guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insuror 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 sixty-seven percent (67%) of the votes in the Association are allocated.

ARTICLE XXIX

Right of Owner of Unit to Make Improvements or Modifications

Subject to the provisions of the governing documents and other applicable provisions of law, if the boundaries of the separate interest are contained within a building, the Owner of the separate interest may do the following:

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

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

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

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

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

(4) Any Owner who intends to modify a Unit pursuant to this Paragraph shall submit his or her plans and specifications to the Association of the Project for review to determine whether the modifications will comply with the provisions of this Paragraph. The Association shall not deny approval of the proposed modifications under this Paragraph without good cause.

Any change in the exterior appearance of a separate interest shall be in accordance with the governing documents and applicable provisions of law.

ARTICLE XXX

Documents to be Provided to Prospective Purchaser

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

A. A copy of the governing documents of the Condominium Project.

B. A copy of the Association's most recent financial statement distributed in accordance with Section 1365 of the California Civil Code.

C. A true statement in writing from an authorized representative of the Association as to the amount of any assessments levied upon the Owner's interest in his Condominium and the Project which are unpaid on the date of the statement. The statement shall also include true information on late charges, interest, and costs of collection which, as of the date of the statement, are or may be made a lien upon the Owner's interest in the Project pursuant to Section 1367 of the California Civil Code.

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

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STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

ON August 7, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared MARK YAZDI, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of KEMS CONSTRUCTION AND DEVELOPMENT, INC., the corporation that executed the within instrument on behalf of LAUREL CANYON PROPERTIES, a California Limited Partnership, the partnership that executed the within instrument and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
SUSAN M DYMOND
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. SEPT 14,1990

Susan M. Dymond
Susan M. Dymond
Notary Public in and for
said County and State

My commission expires:
9-14-90

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Association may charge a fee for this service, which shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

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

LAUREL CANYON PROPERTIES, a
California Limited Partnership,
By its General Partner:

KEMS CONSTRUCTION AND
DEVELOPMENT, INC.

By mark - Yazdi
Mark Yazdi, Vice President

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SUBORDINATION

The undersigned, beneficiary under that certain deed of trust recorded November 4, 1988 as Instrument No. 88-1779524 Official Records, Los Angeles County, California, does hereby consent to each and all of the provisions contained in the within Declaration of Covenants, Conditions and Restrictions and does hereby agree that the lien and charge of said deed of trust shall be and is hereby made subordinate to, junior to and subject to said Declaration of Covenants, Conditions and Restrictions and the entire effect thereof.

Dated: July 3, 1990

Sanwa Bank California, A California Corporation

By Jeffrey M. Bloom

Title Vice President

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)

On July 3, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY M. BLOOM personally known to me, or proven to me on the basis of satisfactory evidence to be the Vice President of the corporation that executed the within instrument, known to me to be the person 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 by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Karen L Hankemeier

Notary Public in and for said
County and State

OFFICIAL SEAL
KAREN L. HANKEMEIER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Apr. 5, 1994

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