81- 528958

FIRST AMERICAN TITLE COMPANY of LOS ANGELES

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4000 MacArthur Boulevard
Suite 6000, West Tower
Newport Beach, California 92660

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DECLARATION OF RESTRICTIONS

FOR

CARLSBERG BUSINESS PARK - SIGNAL HILL

An Industrial Condominium Project

903600-19

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DECLARATION OF RESTRICTIONS

FOR

CARLSBERG BUSINESS PARK - SIGNAL HILL

THIS DECLARATION is made this ____ day of _____, 1981, by CARLSBERG DEVELOPMENT COMPANY, a California corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

A. WHEREAS, Declarant is the owner of that certain real property located in the City of Signal Hill, County of Los Angeles, State of California, more particularly described as:

> Parcel 1 as shown on Parcel Map 12547 filed in Book 137, Page 5, of Parcel Maps in the Office of the County Recorder for said County;

B. WHEREAS, Declarant desires to create and develop upon said real property an industrial condominium project (hereinafter referred to as the "Project").

C. WHEREAS, Declarant deems it desirable to impose a general plan for the development, maintenance, protection, use, occupancy and enjoyment of the Project and to establish, adopt and impose covenants, conditions and restrictions upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.

D. WHEREAS, Declarant deems it desirable for the efficient enforcement, protection and preservation of the value, desirability and attractiveness of the Project to create a corporation which shall be delegated and assigned the powers of

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administering and enforcing said covenants, conditions and restrictions.

E. WHEREAS, CARLSBERG BUSINESS PARK - SIGNAL HILL OWNERS ASSOCIATION, a nonprofit corporation, has been or will be incorporated under the laws of the State of California for the purpose of exercising the aforesaid powers;

F. WHEREAS, the City of Signal Hill (hereinafter referred to as the "City") has fee or easement interests in various streets, highways, sidewalks and other property within the City, and is responsible for planning the development of land within the City in such a manner as to provide for the health, safety and welfare of residents of the City. That portion of the City's interest in real property most directly affected by this Declaration is the real property, if any, shown as dedicated to or owned by the City on the Tract Map for the Project; and

G. WHEREAS, Declarant intends to convey the Project, and any portion thereof, subject to the covenants, conditions and restrictions set forth hereinbelow.

NOW, THEREFORE, pursuant to Section 1350 et seq. of the California Civil Code, Declarant agrees and declares that it has established, and does hereby establish, a plan for the development, use, occupancy and enjoyment of the Project, and has fixed and does hereby fix the covenants, conditions, restrictions, easements, reservations, liens and charges (hereinafter collectively referred to as the "covenants") upon the Project.

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Each and all of the covenants shall run with the land and shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and all subsequent Owners of all or any portion of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

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ARTICLE I

DEFINITIONS

Section 1. "Annual Assessment" shall mean and refer to the charge against each Owner and his respective Condominium representing a portion of the Common Expenses of the Association.

Section 2. "Association" shall mean and refer to CARLSBERG BUSINESS PARK - SIGNAL HILL OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, in which all Owners shall have a membership interest as more particularly described hereinbelow, provided that membership shall be limited to Owners.

Section 3. "City" shall mean and refer to the City of Signal Hill.

Section 4. "Common Area" shall mean and refer to all of that certain real property described in Paragraph A of the Recitals hereinabove, together with all Improvements constructed thereon, but excepting therefrom all of the Condominium Units as more particularly defined and described in Section 9 hereinbelow.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated costs to be paid by the Association for the following: (a) maintaining, managing, operating, repairing and replacing the Common Area; (b) managing and administering the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and any Association employees; (c) providing utilities and other services to the Common Area; (d) providing insurance as provided for herein; (e) paying that portion of any assessment attributable to Common Expenses not paid by the Owner responsible for

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payment; (f) paying taxes for the Association; and (g) paying for all other goods and services designated by, or in accordance with, other expenses incurred by the Association for the benefit of all Owners.

Section 6. "Condominium" shall mean an estate in real property as defined in California Civil Code Section 783, consisting of a separate interest in a Condominium Unit together with an undivided interest in the Common Area. For purposes of this Declaration, the ownership of each Condominium shall include a Condominium Unit, all easements appurtenant thereto, and the respective undivided interest in the Common Area.

Section 7. "Condominium Building" shall mean and refer to a separate building containing one or more Condominium Units.

Section 8. "Condominium Plan" shall mean that certain Condominium Plan recorded or to be recorded on the Project in the Official Records of the County of Los Angeles, State of California.

Section 9. "Condominium Unit" shall mean and refer to the elements of a Condominium which are not owned in common with the Owners of other Condominiums in the Project, said Units being more particularly described in the Article contained herein entitled "Description of Condominium" and in the Condominium Plan.

Section 10. "Declarant" shall mean and refer to CARLSBERG DEVELOPMENT COMPANY, a California corporation, and to any person or entity acquiring all of Declarant's interest in the

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Project (including all of Declarant's rights and obligations as created and established herein) pursuant to a written assignment from Declarant which is recorded in the Office of the County Recorder for Los Angeles County.

Section 11. "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind, including, but not limited to, Condominium Buildings, parking spaces, pavements, sidewalks, driveways, fences, walls, retaining walls, poles, signs and all landscaping.

Section 12. "Land" is the material of the earth, whatever may be the ingredients of which it is composed, and includes free or occupied space for an indefinite distance upwards as well as downwards, subject to the limitations upon the use of airspace imposed and the rights to the use of airspace granted by law.

Section 13. "Member" shall mean and refer to every person or entity who holds membership in the Association as more particularly set forth in the Article contained herein entitled "Owners' Association," and shall be synonymous with the term "Owner" as defined hereinbelow.

Section 14. "Mortgage" shall mean and include a Deed of Trust as well as a mortgage in the conventional sense.

Section 15. "Mortgagee" shall mean a person or entity to whom a mortgage is made, and shall include the beneficiary of a Deed of Trust.

Section 16. "Mortgagor" shall mean a person or entity who mortgages his or its property to another, i.e., the maker of

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a mortgage, and shall include the Trustor of a Deed of Trust.

Section 17. "Owner" shall mean the record owner, or owners if more than one, or the purchaser under a conditional sales contract, of a Condominium in the Project. The foregoing is not intended to include persons or entities who hold an interest in a Condominium in the Project merely as security for the performance of an obligation.

Section 18. "Project" shall mean and refer to all of that certain real property described in Paragraph A of the Recitals hereinabove, and to all Improvements, including the Condominium Units, constructed thereon.

Section 19. "Special Assessments" shall mean and refer to the charge against an Owner and his respective Condominium representing a portion of the cost of reconstructing any damaged or destroyed portion or portions of the Common Area, of constructing or installing any capital improvements to the Common Area, or of taking any extraordinary action for the benefit of the Common Area pursuant to the provisions of this Declaration of Restrictions recorded on the Project.

Section 20. The aforesaid definitions shall be applicable to this Declaration and to any supplements or amendments thereto (unless the context shall prohibit) filed or recorded pursuant to the provisions of this Declaration.

ARTICLE II

DESCRIPTION OF CONDOMINIUM

Declarant, in order to establish a plan of Condominium ownership for the Project, hereby agrees and declares that it

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has divided and hereby does divide the Project into the following freehold estates:

Section 1. Each Condominium Unit, contained within a Condominium Building, shall be a separate freehold estate as defined in Section 1350 of the California Civil Code, consisting of the industrial space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors of said space, as more particularly shown, described and identified on the Condominium Plan by the letter "I" followed by its respective Condominium Unit number.

Each Condominium Unit includes both the portion of the building so described and the airspace so encompassed, all windows and doors in said Unit, the forced air heating unit, the air conditioning system, and hot water heater for said Unit, but the following are not a part of the Condominium Unit: bearing walls, columns, floors, roofs, slabs, foundations, entries, stairways, landings, reservoirs, tanks, pumps, sewers, drains, irrigation equipment and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the Condominium Units), common trash receptacles, parking spaces, driveways, pavements, trees and all other landscaping. In interpreting this Declaration, the Condominium Plan and instruments of conveyance, the existing physical boundaries of the Condominium Unit or of a Condominium Unit reconstructed in substantial accordance with the original Condominium Plan thereof, shall be conclusive-

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ly presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the Declaration, Condominium Plan or instrument of conveyance, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the Condominium Plan or in the instrument of conveyance or in the Declaration and those of the building.

Section 2. A freehold estate consisting of an undivided interest in the remaining portion of the Project is described and referred to herein as the "Common Area". The Common Area shall include, without limitation, the Land within the Project as defined hereinabove, each Condominium Building (excepting therefrom the Condominium Units), together with all bearing walls, columns, floors, roofs, slabs, foundations, entries, stairways, landings, reservoirs, pumps, irrigation equipment, sewers, drains and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the Condominium Units), common trash receptacles, parking spaces, pavements, trees and all other landscaping. Control of the Common Area shall be turned over to the Association upon the closing of the sale of the first Condominium in the Project.

Section 3. Portions of the Common Area shown and described in the Condominium Plan as parking spaces are hereby set aside as Restricted Common Area and are hereby allocated and permanently assigned to the Condominium Units as set forth here-

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inbelow. Each parking space is shown and located on the Condominium Plan and on the Parking Space Assignment Plan attached hereto as Exhibit "C" and incorporated herein by this reference, and is identified in the Condominium Plan and on the Parking Space Assignment Plan by the letter "P" followed by the number of the Condominium to which it is permanently assigned, followed by a sequential letter beginning with the letter "A" which is used to distinguish between multiple spaces assigned to a particular Condominium (i.e., "P-1A" through "P-1E, inclusive, representing the five [5] spaces assigned to Unit "U-1," and similarly, "P-4A," "P-4B" and "P-4C" representing the three [3] spaces assigned to Unit "U-4"). Each parking space is hereby assigned to its respective Condominium Unit as so indicated and set forth on the Parking Space Assignment Plan by the labeling of the parking spaces shown thereon. Certain of these parking spaces are subject to an easement of Record under which the easement holder has the right, upon twenty-four (24) hours notice, to require the Owner's of the Units to which such spaces are appurtenant to remove their vehicles from the spaces so as to provide access by the easement holder to the oil wells and related facilities located on the Project. Each parking space constitutes an exclusive easement appurtenant to its assigned Condominium Unit subject to the exclusive uses and purposes set forth in this Declaration. It shall be the obligation of each and every Owner to maintain his respective Restricted Common Area in a neat, clean, safe, sanitary and attractive condition at all times and to bear the cost of such maintenance. In addi-

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tion, no Owner shall permit anything to be done or kept in his parking space which would obstruct or otherwise interfere with any other Owner's use of his parking space. The Association shall be responsible for making and shall bear the cost of all structural repairs to the Restricted Common Area; provided, however, if such repairs are required due to the willful or negligent acts or omissions of the Owner, such Owner shall bear the cost thereof.

Section 4. The undivided interest in the Common Area hereby established and which shall be conveyed with each respective Condominium Unit shall be as set forth in Exhibit "A" attached hereto and incorporated herein, and shall be based upon the ratio of the approximate square footage of each such Unit to the total square footage of all Units as shown on Exhibit "A" attached hereto and incorporated herein by this reference. The respective undivided interest established and to be conveyed with the respective Condominium Unit, as indicated above, cannot be changed. Declarant, for and on behalf of itself and its successors, assigns and grantees, covenants and agrees that neither the Condominium Unit nor the respective undivided interest in the Common Area shall be separately conveyed or encumbered. An otherwise valid conveyance or encumbrance referring only to the Condominium Unit shall also convey or encumber the respective undivided interest in the Common Area. Any attempt to convey or encumber the undivided interest in the Common Area without the respective Condominium Unit shall be null and void.

Section 5. Each Owner shall have a nonexclusive ease-

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ment appurtenant to his Condominium for ingress, egress, use and enjoyment on and over the Common Area.

Section 6. Each Condominium includes: (a) a separate Condominium Unit as defined in Section 1 hereinabove; (b) all easements, exclusive and nonexclusive, appurtenant to the respective Condominium Units, and (c) an undivided interest in the Common Area as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 7. The thirty-two (32) individual Condominiums hereby established and which shall be individually conveyed are described as Condominiums numbered 1 through 32 in the Condominium Plan.

ARTICLE III

OWNERS' PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of access, use and enjoyment in and to the Common Area. Said right and easement shall be appurtenant to and shall pass with the title to every Condominium.

Section 2. Extent of Owners' Easements. The rights and easements of access, use and enjoyment set forth in Section 1 hereinabove shall be subject to the provisions of this Declaration, including, but not limited to, the following:

(a) The right of the Association to establish and enforce reasonable rules and regulations pertaining to the use of the Common Area;

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(b) The right of the Association, in accordance with the Articles By-Laws and this Declaration, to borrow money with the assent of two-thirds (2/3) of the voting power of each class of Members for the purpose of improving the Common Area and related facilities, if any, and/or to mortgage, pledge, deed in trust or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless (1) an instrument approving said dedication or transfer is signed by Owners representing two-thirds (2/3) of the voting power of each Class of Members and recorded in the Office of the County Recorder, and (2) a written notice of the proposed dedication or transfer is sent to every Owner not less than fifteen (15) nor more than thirty (30) days in advance; provided, however, that the dedication or transfer of easements for utilities or for other public purposes consistent with the intended use of the Common Area shall not require the prior approval of the Members of the Association;

(d) The right of the Association to perform and

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exercise its duties and powers as set forth herein;

(e) Other rights of the Association, the Architectural Control Committee, the Board of Directors, the Owners and Declarant with respect to the Common Area as may be provided for in this Declaration; and

(f) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of Common Area imposed by Declarant or by the City or other governmental agency having jurisdiction to impose any such limitations, restrictions or conditions, including, but not limited to, the rights of the City or such other governmental agency having jurisdiction to use their vehicles or appropriate equipment over those portions of the Common Area designated for vehicular movement to perform municipal functions or emergency or essential public services.

Section 3. Delegation of Use. Any Owner may delegate his right of use and enjoyment to the Common Area to his employees, his tenants and to their guests.

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Section 4. Easements for Vehicular Traffic. In addition to the general right and easements for access, use and enjoyment granted herein, there shall be, and Declarant hereby covenants for itself and its successors and assigns, that each and every Owner shall have a nonexclusive easement appurtenant to his Condominium for vehicular traffic over all driveways within the Project.

Section 5. Easements for Utilities. The rights and duties of the Owners of Condominiums within the Project with respect to sanitary sewer, water, electricity, gas and telephone lines and other facilities shall be governed by the following:

(a) It shall be the duty of each respective utility company to maintain its utility facilities and connections on the Project; provided, however, that if any company shall fail to do so, it shall be the obligation of the Association to maintain those facilities and connections.

(b) Whenever sanitary sewer, water or gas connections, television cables, electricity or telephone lines are installed within the Project and it is necessary to gain access to said connections, cables and/or lines through a Condominium Unit owned by someone other than the Owner of the Unit served by said connections, cables and/or lines, the Owner of the Unit served by said connections, cables and/or lines shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter in the

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Unit or to have the utility companies enter in the Unit to repair, replace and generally maintain same whenever it shall be necessary to do so.

(c) Whenever sanitary sewer, water or gas connections, television cables, electricity or telephone lines are installed within the Project, and said connections, cables and/or lines serve more than one Unit, the Owner of each Unit served by said connections, cables and/or lines shall be entitled to the full use and enjoyment of such portions of same as service his Condominium Unit.

(d) Easements over the Project for the installation and maintenance of electric and telephone lines, water, gas, drainage and sanitary sewer connections and facilities, and television cables and facilities, all as shown on the recorded Map of the Project, and as may be hereafter required or needed to service the Project, are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 6. Easements for Permanent Placement, Maintenance and Repair of Air Conditioning System. Every Owner shall have a right and easement on and over the Common Area for the permanent placement of portions of his air conditioning system and shall have a right and easement of access in and to the Common Area for purposes of maintaining and repairing said system; provided, however, that every Owner shall be responsible and liable for all costs of maintenance and repair and any and all

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damages to the Common Area and/or any other Unit caused by said Owner while maintaining and/or repairing his air conditioning system. All rights, easements and responsibilities granted herein shall be appurtenant to and shall pass with title to every Condominium.

ARTICLE IV

USE RESTRICTIONS

The Condominium Units and the Common Area shall be occupied and used only as follows:

Section 1. Unless otherwise specifically prohibited herein, any industrial operation or use shall be permitted within the Condominium Units if it is performed entirely within the Unit and is permitted by applicable laws, regulations and ordinances of the City of Signal Hill, the County of Los Angeles, or other governmental agencies having jurisdiction, or by this Declaration; provided, however, that Declarant reserves the right for a period of five (5) years from recordation hereof or until all Condominiums in the Project are sold, whichever shall first occur, to carry on normal sales activity on the Project, including the operation of models and a sales office, if any, and Declarant shall have, during the above period, the nonexclusive right to use the Common Area and/or the Condominium Buildings for such purposes.

Section 2. No noxious or offensive trade or activity shall be carried on within the Units or upon any part of the Project, nor shall anything be done thereon which may be, or may

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become, an annoyance or nuisance to any property or Owner within the Project, or which may be inconsistent with or detrimental to the operation of the Project. The prohibition of uses shall include, but is not limited to, each of the following:

(a) No industrial operation or use shall produce noise at a level greater than the standards set by the appropriate local, state and/or federal agency;

(b) All equipment causing earth or floor vibrations shall be so mounted as to eliminate vibration hazard and to prevent unreasonable vibrations from extending to any other Unit in the Project;

(c) No industrial operations or use shall discharge into the atmosphere any odorous matter or air pollutants producing a hazard or nuisance to any other Unit in the Project. No process which by its nature is likely to cause air pollution shall be permitted unless there is available a method approved by Declarant and all applicable governmental agencies for controlling the emission of pollutants, and such controls are effectively implemented when required by Declarant and/or any governmental agency;

(d) No industrial operation or use shall discharge onto any portion of the Project, nor discharge into any sewer system or storm drain system for the Project, any toxic or noxious material or other substance which would create a hazard to or otherwise endanger the health, safety or welfare of any Owner of

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a Unit in the Project or his employees, tenants, guests or customers;

(e) Each Owner hereby acknowledges that easements for purposes of oil exploration, development and transportation have been recorded against portions of the Common Area. Each Owner hereby further acknowledges that certain oil equipment, including, but not limited to, oil wells, pig launchers, pumps, tanks, pipes, lines and electrical cables and boxes have been installed on and over said easements, and are presently in operation. Nothing herein shall be construed to prohibit or otherwise restrict oil exploration, development and transportation activity by the holders of said easements, and their agents, heirs or assigns, on and over those portions of the Common Area subject to said easements. Notwithstanding the foregoing, no Owner of any Condominium Unit who does not otherwise possess such an oil exploration easement recorded against the Common Area shall engage in or allow any oil exploration, development or transportation operations, quarrying, or mining operations of any kind (as defined by City and County ordinances) within any Unit or on or over the Common Area or within five hundred (500) feet below the surface thereof, nor shall any Owner erect or allow to be erected or maintained any derrick or other structure designed for use in boring for water, oil, minerals or natural gas within any

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Unit or on or over the Common Area;

(f) None of the following operations or uses shall be permitted within any Unit and/or the Project:

(1) Parking of mobile homes, motor homes, trailers and/or other similar vehicles for temporary residential purposes;

(2) Storing of inoperable vehicles, mobile homes, motor homes, boats, campers, recreational vehicles and/or other similar vehicles;

(3) Storing of junk or surplus materials;

(4) Distilling bones;

(5) Dumping, disposing, incinerating or other reduction of garbage, sewage, dead animals or refuse;

(6) Rendering fat;

(7) Breeding and/or keeping of any livestock or animals, including, but not limited to, horses, cows, goats, sheep, hogs and/or dogs.

(8) Slaughtering of animals;

(9) Smelting of iron, tin or other minerals of any kind whatsoever; and

(10) Operating a concrete batch plant.

Section 3. No part of the Project shall be used or caused to be used or allowed or authorized in any way, directly

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or indirectly, for any residential or other non-business purpose.

Section 4. No Owner shall permit or suffer anything to be done or kept in or upon any portion of the Project, including within the Condominium Units, which will increase the rate of insurance on the Common Area without the prior written approval of the Association. No Owner shall permit anything to be done or kept in his Condominium Unit, or the Common Area, which will result in the cancellation of insurance on any Common Area or which would be in violation of any law. If, by reason of the occupancy or use of a Unit by an Owner, the rate of insurance to the Common Area shall be increased, the Owner shall become personally liable for the additional insurance premiums.

Section 5. All signs to be displayed to the public view on or from any Condominium Unit or the Common Area shall conform to the size, type, location, number and design as set forth in Exhibit "B" attached hereto and incorporated herein by this reference, and any sign not in conformity with the requirements set forth in Exhibit "B" shall not be displayed without the prior written approval of the Association's Architectural Control Committee. Notwithstanding the foregoing, the Declarant reserves the right for a period of time not to exceed five (5) years from the date of recordation of the Declaration to display signs of any kind in connection with the development of the Project and sale of Condominiums; provided, however, any such sign displayed shall be erected so as to ensure uniformity of signs within the Project. Provided further, that all signs permitted under this Section shall conform with the City sign ordinance,

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if any.

Section 6. No watch dogs or other animals used for security purposes shall be kept or used in any Condominium Unit or upon the Common Area.

Section 7. No animals of any kind shall be raised, bred or kept in any Condominium Unit or on the Common Area for any purpose, including commercial purposes.

Section 8. No Owner shall permit or suffer anything to be done or kept in or upon his Condominium Unit or the Common Area which will obstruct or interfere with the rights of other Owners, their employees, tenants, customers and/or guests, or annoy them by unreasonable noises or otherwise, nor shall any Owner commit or permit any nuisance in or upon his Unit or the Common Area or commit or suffer any immoral or illegal act to be committed thereon. All Owners shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the Project.

Section 9. Nothing shall be done in any Condominium Unit or in, on or to any building in the Common Area which would structurally change any building, except as is otherwise provided herein.

Section 10. Except as permitted under Section 11 of this Article and except for repairs and rebuilding provided for elsewhere in this Declaration, there shall be no construction, alteration or removal of any Improvement in the Project without the approval of the Architectural Control Committee as set forth hereinbelow. No Improvement shall be constructed upon any por-

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tion of the Common Area other than such Improvements as shall be constructed (a) by the Declarant (or a person or entity to whom Declarant assigns its rights as developer), or (b) by the Association as provided in this Declaration.

Section 11. (a) In the event that any Owner(s) of two (2) or more contiguous Condominium Units desires to provide a means of access through the nonbearing common walls of such contiguous Units (as shown on the Condominium Plan) or in the event said Owner(s) desires to restore the common wall where a means of access has already been provided, said Owner(s) shall not commence said work of improvement without the prior written approval of the Architectural Control Committee, which approval shall not be unreasonably withheld, as provided for in that Article contained herein entitled "Architectural Control - Approval." Said Owner(s) shall furnish the Architectural Control Committee with the following documentation, together with such additional information or documentation as the Architectural Control Committee shall deem necessary or appropriate:

(i) A true and correct copy of the building permit, or such other evidence of official consent by the City, authorizing said work of improvement; and

(ii) The plans and specifications for the work of improvement showing the location, configuration, dimensions, materials and shape of said work of improvement.

(b) Upon the sale of any or all of the contiguous Units affected by the work of improvement, the Owner/Seller of the Unit shall first restore the Unit(s) to that condition

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originally approved by the City at the time of issuance of the Certificate(s) of Occupancy for the Unit(s); provided, however, that in the event the purchaser(s) of the Unit(s) accepts said Unit(s) in an "as is" condition, the Owner/Seller shall not be required to restore the Unit(s) as provided for herein.

(c) The Owner(s) of contiguous Units who builds or provides for a means of access between said Units and all subsequent purchasers of any or all of said Units who purchase the Units in an "as is" condition shall be jointly and severally liable for (and agree to indemnify the Association for) any and all loss and/or damage suffered by the Association resulting from or caused by the negligent design, construction, materials or configuration of the work of improvement affecting said Units; provided, however, in the event an Owner(s) restores the Units to that condition originally approved by the City, only said Owner(s) causing said restoration (and not any previous or subsequent Owners) shall be jointly and severally liable for (and agree to indemnify the Association for) any and all loss and/or damage suffered by the Association resulting from or caused by the negligent restoration of the Unit. A subsequent sale of the Unit by the Owner(s) causing said restoration shall not relieve said Owner of its liability hereunder.

(d) Approval by the Architectural Control Committee of any work of improvement and/or restoration of any common wall shall in no way affect or diminish an Owner's obligation and/or liability under paragraph (c) hereinabove.

(e) The construction or removal of any common

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wall or any portion thereof shall in no way affect or diminish an Owner's obligation to pay assessments for each Condominium Unit owned by said Owner as provided for in this Declaration.

Section 12. Except as permitted by the Association, no vehicles other than passenger automobiles, station wagons, vans or pickups used for everyday driving shall be parked in the Common Area; provided, however, that no vehicle shall be parked at any time in the loading dock areas within the Project except when temporarily used for loading or unloading purposes. The Common Area is hereby made subject to all City, County and State laws and/or ordinances pertaining to the Control of vehicular traffic, and the City and/or County, through its authorized agents, is hereby given the authority to enter upon the Common Area and enforce such laws and ordinances.

Section 13. No materials, supplies, equipment or trucks shall be stored or parked outside of any Unit or within the Common Area. In no event shall any Owner, tenant or employee impede any means of ingress to or egress from another Owner's Unit. All loading and unloading of vans, trucks or other vehicles shall take place as quickly as possible and with as little inconvenience as possible to other Owners.

Section 14. All Owners shall be Members of the Association and shall comply with the terms and conditions as set forth herein and in the Articles of Incorporation, the By- Laws and rule and regulations of the Association. No Owner shall transfer any membership or interest in the Association, except upon the transfer of the Condominium to which it is appurtenant.

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Section 15. Nothing in this Article or elsewhere in this Declaration shall limit the right of Declarant to complete construction of any Improvements to the Common Area and/or to any Condominium Units owned by Declarant, or to alter the foregoing or to construct such additional Improvements as Declarant deems advisable prior to completion and sale of all Condominium Units in the Project. Nothing in this Article or elsewhere in this Declaration shall be interpreted to limit or prevent the right of Declarant to sell, lease or otherwise convey any or all Condominium Units in the Project. The rights of Declarant under this Declaration may be assigned by Declarant to any successor to all or any part of Declarant's interest in the Project, as developer, by an express assignment incorporated in a recorded deed transferring such interest to such successor.

Section 16. No Owner shall install or cause to be installed a new or replacement air conditioning unit without the prior written approval of the Architectural Control Committee, which shall have the right to approve or disapprove the size, shape, noise level and proposed location of such air conditioning unit.

Section 17. No Owner shall install or cause to be installed any T.V. or radio antenna or other similar electronic receiving or broadcasting device on any portion of the exterior of any building in the Project without the prior written approval of both the Architectural Control Committee, which shall have the right to approve or disapprove of any such device, and the City.

Section 18. No Owner shall install or cause to be

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installed any chimney, duct, flue or other similar apparatus without the prior written approval of the Architectural Control Committee. All plans and specifications for the installation of such equipment shall be submitted to the Architectural Control Committee for written approval as to size, shape, design, height, dimension, color and proposed location.

Section 19. Each Owner of a Condominium Unit shall maintain his respective entry area in a neat, clean, safe and attractive condition at all times, and shall not permit or suffer anything to be done to such entry areas which will obstruct or otherwise interfere with free ingress and egress on or over such entry areas or which will create an unsafe condition thereon.

Section 20. Each Owner, his guests, tenants, employees, customers and invitees shall park only in those certain parking spaces assigned to said Owner as set forth and shown on the Condominium Plan and herein, and shall not park in any other parking space in the Project. Each parking space in the Project shall be used only for vehicle parking purposes and shall be subject to reasonable regulation and control by the Association.

Section 21. An Owner may lease all or some portion of his Condominium Unit, subject to the following restrictions:

(a) All lease agreements shall be in writing;

(b) All lease agreements shall provide that the terms of the lease and all lessees and sublessees shall be subject in all respects to the provisions of the Declaration of Restrictions, Articles of Incorporation, By-Laws, and rules and regulations of the Association, and that any failure by the lessee and/or sub-

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lessee to comply with the terms of such documents shall constitute a default under the lease; and

(c) The Board of Directors shall be supplied with a copy of all lease agreements prior to commencement of the lease term.

Section 22. No Owner shall increase the percentage of his Condominium Unit which is devoted to office space in excess of any limits set forth in the City Municipal Code.

ARTICLE V

OWNER'S ASSOCIATION

Section 1. Membership. Every person or entity who or which is an Owner of a fee or undivided fee interest in any Condominium which is subject by covenants of record to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Condominium in the Project merely as security for the performance of an obligation.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership, as follows:

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

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Class B. The Class B Member shall be the Declarant, and shall be entitled to three (3) votes for each Condominium owned in the Project upon which Declarant is then paying the appropriate monthly assessments provided for hereinbelow. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) When ninety percent (90%) of all Condominiums in the Project have been sold (and escrows closed); or

(b) The fifth (5th) anniversary date of the sale of the first Condominium in the Project.

Any action by the Association which must have the approval of the membership of the Association before being undertaken, shall require the vote or written assent of both a majority of the Class B membership as well as a majority of the Class A membership so long as there are two (2) outstanding classes of membership, unless a specific provision of the Declaration or these By-Laws or the Articles of the Association requires the approval of a greater percentage of the voting membership.

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Section 3. Vesting of Voting Rights. The voting rights attributable to any given Condominium in the Project as provided for herein shall not vest until the assessments provided for hereinbelow have been levied by the Association against said Condominium.

Section 4. Transfer. The Association membership held by any Owner of a Condominium shall not be transferred, pledged or alienated in any way, except upon the sale of such Condominium. In the event of such sale, the Association membership may only be transferred, pledged or alienated to a bona fide purchaser of the Condominium, or to the mortgagee (or third-party purchaser) of such Condominium upon a foreclosure sale. Any attempt to make a prohibited transfer shall be null and void and will not be reflected upon the books and records of the Association.

ARTICLE VI

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. The Association is hereby designated as the management body of the Project. The Members of the Association shall be the Owners in the Project as provided herein, and the affairs of the Association shall be managed by a Board of Directors as more particularly set forth in the By-Laws of the Association. The initial Board of Directors shall be appointed by the incorporating Directors or their successors. Thereafter, the Directors shall be elected as provided in said By-Laws.

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Section 2. The Association shall have the right and power to do all things necessary for the management and operation of the Project. Subject to the provisions of the Articles of Incorporation, the By-Laws of the Association and this Declaration, the powers of the Association shall include, but shall not necessarily be limited to, the specific acts hereinafter enumerated and those set forth in the California Civil Code, Section 1355(b), Subsections (1) through (8).

Section 3. The Association shall possess, perform and execute the following powers and duties:

(a) Provide water, sewer, gas, electricity, garbage and trash collection and other necessary utility services for the Common Area and, if not separately metered, for the Condominium Units;

(b) Provide policies of insurance as more particularly set forth in the Article hereinbelow entitled "Insurance":

(c) Maintain and repair all portions of the Common Area in a neat, clean, safe, attractive, sanitary and orderly condition at all times, except those portions set aside herein as Restricted Common Area. In the event any Unit Owner fails to maintain his respective Restricted Common Area in a neat, clean, safe, attractive, sanitary and orderly condition, the Association shall have the right, but not the duty, to maintain same, and if the Association shall maintain same it shall levy a special assessment for the cost

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of such maintenance against such Condominium. In the event any maintenance or repairs to the Common Area are required due to the willful or negligent acts or omissions of an Owner or Owners, the Association shall levy the cost of such repair and painting as a special assessment against the Condominium(s) of the responsible Owner(s);

(d) In addition to all other provisions set forth herein respecting the maintenance of the Common Area, maintain all storm drains, sanitary sewers, drains, driveways, exterior lighting facilities, utilities and open spaces within the Common Area in a condition comparable to the condition initially approved by the City;

(e) Pay all real and personal property taxes and assessments which the Association is required to pay for pursuant to the terms and provisions of this Declaration or by law, unless separately assessed to the Owners; provided, however, that it shall be the obligation of each Owner to pay his respective share of the tax assessment levied on the Project prior to separate assessments by the Tax Assessor pursuant to the California Revenue & Taxation Code Section 2188.6;

(f) Contract for any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations and insurance which the Association is required to pay for pursuant to the terms and

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provisions of this Declaration or by law;

(g) Enforce all parking assignments and establish any reasonable rules and regulations governing the use of the parking and driveway areas that the Association deems necessary;

(h) Establish reasonable rules and regulations governing the operation and use of exterior lighting facilities in the Project;

(i) Cause financial statements for the Association to be regularly prepared and copies distributed to each member of the Association as follows:

(1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year;

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Condominium, and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received, and receivable, identified by the number of the Condominium and the name of the person or entity assessed;

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(3) An annual report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year:

(A) A balance sheet as of the last day of the Association's fiscal year;

(B) An operating (income) statement for the fiscal year; and

(C) Any information required to be reported pursuant to Section 8322 of the California Corporations Code.

An external audit by an independent accountant shall be required for fiscal year financial statements (other than budgets) for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars ($75,000). If the report referred to in subparagraph (3) above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

(j) Assume and pay out of the assessments provided for hereinbelow all costs and expenses incurred by the Association in connection with the performance

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and execution of all of the aforesaid powers and duties, and any other powers and duties which the Association may assume as provided for in Section 4 hereinbelow;

(k) Formulate rules and regulations for the operation of the Common Area and enforce all applicable provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association and of all other documents pertaining to the ownership, use, management and control of the Project.

Section 4. The Association, acting at its option and by and through its Board of Directors, may assume, perform and execute the following powers and duties:

(a) Retain the services of a manager for the Project and provide such other personnel as the Association deems necessary and proper to assist in the operation of the Association and/or management of the Common Area regardless of whether such other personnel are employed directly by the Association or otherwise;

(b) Remove or replace any Improvement that extends into the Common Area under authority of an easement when access to a utility line underneath such Improvement is requested by any utility company; provided, however, that the cost of such removal or replacement shall be assessed against the Owner of the Condominium Unit involved as a special assessment if

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said Owner caused the Improvement to be so placed in the Common Area without legal right to do so;

(c) Incur any liability or pay any costs or expenses for a single Condominium Unit or Owner thereof; provided, however, that in the event the Association does incur any such liability or pay any such costs or expenses, the amount thereof shall be specially assessed against the Owner of such Condominium Unit as a special assessment; provided further, however, that nothing herein shall permit the Association to assess the Owners for any new Improvements to the Common Area except as otherwise provided in this Declaration; and

(d) Contract for any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations or insurance, or pay any taxes or assessments which in the opinion of the Board of Directors shall be necessary or proper for the operation of the Common Area for the benefit of the Owners or for the enforcement of this Declaration.

Section 5. Notwithstanding the Association's duty to maintain the Common Area, in the event any maintenance, repairs or replacements of any elements of the Common Area become necessary due to the willful or negligent acts or omissions of any Owner, employees, tenants, guests, customers or invitees, after prior notice and hearing, the Board of Directors shall assess the cost of such maintenance, repairs or replacement as a special assessment against the Condominium owned by such Owner.

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Section 6. In the event that the Association shall delegate any or all of its duties, powers or functions to any person, corporation or firm to act as manager, neither the Association nor the members of its Board of Directors shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

Section 7. The Association, any person authorized by the Association, or any Owner may enter any Condominium Unit or Restricted Common Area in the event of any emergency involving illness or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owner as is practicable, and in the event that any damage shall be proximately caused by or result from said entry, the Association shall repair the same at its expense.

Section 8. The Association or any person authorized by the Association, shall have the right to enter, upon reasonable notice, any Condominium Unit to effect necessary repairs which the Owner has failed to perform or which are necessary in connection with the repairs to the Common Area or an adjoining Condominium Unit.

Section 9. The Board of Directors of the Association shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power of the Association residing in Members other than the Declarant:

(a) Entering into a contract with a third person wherein the third person will furnish goods or ser-

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vices for the Common Area or the Association for a term longer than one (1) year, with the following exceptions:

(1) 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; and

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

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

(c) 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.

Section 10. The Association is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains and other public utility purposes over those portions of the Common Area upon which no building or other structure has been erected

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as may be necessary and appropriate for the orderly maintenance, preservation and enjoyment of the Common Area or for the preservation of the health, safety, convenience and welfare of the Owners. Such licenses, easements and rights-of-way may be granted at any time prior to twenty-one (21) years after the death of the individuals who have signed this Declaration and their issue who are in being as of the date hereof, and the right to grant such licenses, easements and rights-of-way is hereby expressly reserved.

Section 11. Except as otherwise provided in this Declaration, the Association may construct new Improvements or additions to the Common Area of the Project or demolish existing Improvements, provided that in the case of any Improvement, addition or demolition involving a total expenditure in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the written consent or vote of a majority of the Owners (other than the Declarant) in the Project as to the maximum total cost therefor shall first be obtained, and provided that no Condominium Unit shall be altered or damaged by any such demolition or construction without the consent of the Owner thereof. The Association shall levy a Special Assessment against all Owners in the Project for the cost of such work.

Section 12. Within ninety (90) days subsequent to the phase out and removal of the oil wells and pumping equipment located on the Property and receipt by the Association of written notice by the holder of the easement upon which said oil

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wells and pumping equipment were located of the abandonment of the wellsite and related facilities, the Association shall pave and/or landscape the site of the wells and equipment in a neat, clean, safe, sanitary and attractive manner.

Section 13. The Association is authorized and empowered to do all things necessary for the operation of the gasoline pump facility located on the Project, including, but not limited to:

(a) Establishing safety regulations and all other rules and regulations necessary to manage said facility, including, but not limited to, establishing hours of operation, issuing gasoline pump access cards, determining eligibility to use the facilities and, during periods of gasoline shortage, rationing available gasoline supplies equitably among eligible users of the facility;

(b) Obtaining such permits and/or licenses as may be required by the City or other governmental agency to operate said facility;

(c) Purchasing gasoline supplies for the facility; and

(d) Billing each user of said facility for gasoline purchased by such user at a price at least sufficient to cover the cost of the gasoline to the Association as set by the Board of Directors of the Association.

Declarant hereby expressly reserves unto itself both

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the right to use the gasoline pump facility and easements of ingress and egress on and over the Common Area as reasonably necessary to gain access to such facility. The Association shall issue two (2) gasoline pump access cards to Declarant and shall bill Declarant for gasoline purchased by Declarant at the same price at which the gasoline is billed to Owners. In the event it becomes necessary for the Association to ration gasoline supplies among eligible users of the facility, the user of each of the two gasoline pump access cards issued to Declarant shall be entitled to purchase a quantity of gasoline equal to that which may be purchased by any Owner. This section shall not be amended without the prior written consent of the Declarant.

Section 14. In addition to the other provisions set forth herein, the Association shall maintain the Common Area in full compliance with the Conditions imposed by the City Planning Commission in connection with the approval of the Tentative Map for the Project, all of which are set forth in this Article or in the Articles herein entitled "Description of Condominium" and "Use Restrictions," and with all applicable state and local laws and ordinances, including, but not limited to, any Redevelopment Plan enacted by the City's Redevelopment Agency. Declarant, for and on behalf of itself, its heirs and assigns, does hereby grant to the City the right to enter on, over and across the Common Area for the sole purpose of curing any default by the Association in performing its duties and obligations hereunder; provided, however, that the City shall provide the Asso-

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ciation with at least ninety (90) days' prior written notice setting forth in detail the default to be cured. In the event the Association defaults on its obligations hereunder, and the City cures such default after giving the notice required hereunder, the Assocciation shall reimburse the City for the reasonable expenses incurred by the City in curing the default, including expenses for labor and materials furnished by the City or by private contractors designated by the City. The Association shall indemnify, defend and hold the City, its employees and its designated agents, harmless from any and all costs, attorneys' fees, court costs, expenses, losses, claims or liabilities resulting from or arising out of the City's exercise of its rights hereunder; provided that such costs, expenses, losses, claims and/or liabilities are not caused in whole or in part by the negligence of the City, its employees or its designated agents. If the City is not reimbursed for expenses incurred in the curing of a default as provided for hereinabove within sixty (60) days after giving the Association a detailed, written accounting indicating the amount thereof, said amount shall be deemed to be a regular Annual Assessment obligation apportioned to each Owner on a pro rata basis as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The City shall have the same right to collect said reimbursement from each Owner in the event of nonpayment that the Association would have to collect a regular Annual Assessment pursuant to Article VIII in the event of the default of the payment obligations of any Owner.

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ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Condominium owned within the Project, hereby covenants, and each Owner of any Condominium by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular Annual Assessments or charges, and (2) Special Assessments for any action or undertaking on behalf of the Association, including, but not limited to, capital improvements, such assessments to be established and collected as hereinbelow provided. The Annual and Special Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments: Levy and Collection. The Annual Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners in the Project and to maintain and improve the Common Area. The Association, by and through its Board of Directors, shall levy and collect assessments from the Owner of each Condominium in the Project in an amount sufficient to cover all of the Common Expenses incurred by the Association in connec-

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tion with the performance and execution of its powers and duties set forth in this Declaration, the By-Laws and the Articles of Incorporation. Annual Assessments shall be collected on a monthly installment basis.

Section 3. Annual Assessments - Basis. Each Condominium shall share in the Common Expenses of the Common Area on a pro rat basis as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Each Condominium's prorata share of the total Common Expenses shall be the same as such Unit's prorata interest in the Common Area as set forth in Exhibit "A." Until January 1 of the year immediately following the conveyance of the first Condominium in the Project to an Owner, the maximum monthly assessment under this Article shall be that amount shown on the Association budget. From and after January 1 of the year immediately following the conveyance of the first Condominium to an Owner, the maximum Annual Assessment may not be increased by more than twenty percent (20%) above the maximum assessment for the previous year without the vote or written assent of a majority of the voting power residing in Owners other than the Declarant.

Section 4. Special Assessments for Capital Improvements.

(a) In any fiscal year, the Board of Directors may not, without the vote or written assent of a majority of the voting power of the Association residing Members other than the Declarant, levy Special Assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses

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of the Association for that fiscal year. Except as provided in subsections (b) and (c) below, every Special Assessment shall be levied upon the same basis as that prescribed for the levying of regular Annual Assessments.

(b) A Special Assessment against Owners to raise funds for the reconstruction or major repair of the Condominium Buildings in the Project shall be levied on the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the square footage of floor area of all Units to be assessed.

(c) The provisions of this Section shall not be applicable in the case where the Special Assessment against an Owner is utilized by the Board of Directors to reimburse the Association for costs incurred in bringing the Owner and/or his Condominium into compliance with the Articles of Incorporation, By-Laws, Declaration of Restrictions or the rules and regulations of the Association.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all Condominiums on the first day of the month following the first conveyance of any Condominium to a bona fide purchaser. The first Annual Assessments shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the Annual Assessment against each Condominium

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at least sixty (60) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Condominium have been paid. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

Section 6. Waiver Prohibited. No Owner may waive or otherwise avoid liability for the assessments provided for herein for any reason whatsoever, including, but not limited to, non-use of the Common Area or abandonment of his Condominium.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments herein:

(a) All property dedicated to and accepted by a local public authority;

(b) All property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of California. However, no Land or Improvements devoted to business use shall be exempt from said assessment; and

(c) All property owned by any public authority.

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ARTICLE VIII

EFFECT OF NON-PAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be deemed delinquent and shall bear interest from the due date at the highest rate allowed by law. The Association may commence legal action against the Owner personally obligated to pay the same, or foreclose the lien against his Condominium. The Association may also foreclose the lien described hereinbelow by a power of sale or other nonjudicial procedure provided for by the laws of the State of California.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power or sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Condominium, and a copy thereof is recorded by the Association in the Office of the County Recorder of the County in which the Project is located. Said notice of claim must recite a good and sufficient legal description of any such Condominium, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at the highest rate allowed by law, plus reasonable attorneys' fees and expenses of collection incurred in connection with the debt secured by said lien), and the name

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and address of the claimant.

Section 3. Foreclosure Sale. Any foreclosure sale provided for above is to be conducted by the Board of Directors, its attorney or other persons authorized by the Board in accordance with the provisions of Sections 2924, 2924a, 2924b and 2924c of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Condominium at a foreclosure sale, and to acquire, hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim or lien was filed by the Association, the officers thereof are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed Twenty-Five Dollars ($25.00) to cover the costs of preparing and filing or recording such release.

Section 5. Cumulative Remedies. The Association's remedies for non-payment of assessments, including, but not limited to, an action to recover a money judgment, assessment lien and right of foreclosure and sale, are cumulative and in addition to and not in substitution of any other rights and remedies which the Association and its assigns may have hereunder or at law.

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ARTICLE IX

ARCHITECTURAL CONTROL - APPROVAL

Section 1. Architectural Control. Except for the purposes of proper maintenance and repair, and except as provided in Section 3 hereinbelow, no person, persons, entity or entities shall install, erect, attach, apply, paste, hinge, screw, nail, build or construct any Improvement, including, without limitation, solar heating panels, lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, air conditioning units, nor shall any person, persons, entity or entities make any changes or other alterations to the exterior of any Condominium Unit or the physical appearance thereof. For the purposes of this provision, the term "exterior" shall mean any outside wall, outside surface, roof, outside door, patio, parking space, garage or other outside structure of said Condominium Unit which is visible to others in the Project and/or to the public.

Section 2. Present Construction Exempt. Notwithstanding the provisions of Section 1, Declarant need not seek approval for, and the Architectural Control Committee shall have no authority over, Declarant's development and construction activities until the close of escrow for the sale of the last Condominium in the Project by Declarant.

Section 3. Architectural Approval. No action described in Section 1 above may be taken by an Owner or caused by an Owner to be taken until all requirements which may be imposed

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by the City have been satisfied and the plans and specifications showing the nature, kind, color, shape, dimensions, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and to topography by the Architectural Control Committee provided for in Section 4 hereinbelow. In the event said Committee or its designated representatives fails to approve or disapprove such design and location in writing within thirty (30) days after all of said plans and specifications have been submitted to it, approval by said Committee will not be required.

Section 4. Architectural Control Committee. The Architectural Control Committee is hereby authorized with the rights and powers set forth in this Article. Said Committee shall consist of three (3) members and each member shall serve for a term of one (1) year. In the event of the failure or inability of any member of the Committee to act, the remaining members shall designate a successor who shall serve for the remainder of the term of the member he replaces. The Declarant shall appoint all of the original members of the Committee and all replacements thereto until the first anniversary of the first sale of a Condominium in the Project, and further, Declarant reserves the power to appoint a majority of the members of the Committee until ninety percent (90%) of all Condominiums in the Project have been sold (and escrows closed), or until the fifth anniversary of the first sale of a Condominium in the Project, whichever first occurs. After one year from the date of

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the sale of the first Condominium in the Project, the Board of Directors shall have the power to appoint one member to the Architectural Control Committee until ninety percent (90%) of all Condominiums in the Project have been sold, or until the fifth anniversary of the sale of the first Condominium in the Project, whichever first occurs. Thereafter the Board of Directors shall have the power to appoint all of the members of the Architectural Control Committee. All members appointed to the Architectural Control Committee by the Board of Directors shall be from the membership of the Association. Members appointed to the Committee by the Declarant, however, need not be Members of the Association. No member of the Committee shall be liable to any person for his decisions or failure to act in making decisions as a member of the Committee. Declarant may, at its discretion and at any time, assign to the Association by written assignment its powers of removal and appointment with respect to the Committee, subject to such terms and conditions regarding the exercise thereof as Declarant may impose.

ARTICLE X

MORTGAGEE PROTECTION

Section 1. Notwithstanding any other provisions in this Declaration to the contrary, in order to induce institutional and other lenders and investors to participate in the financing of the sale of Condominiums in the Project, the following provisions are added hereto, and to the extent these added provisions conflict with any other provisions in this Dec-

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laration, these added provisions shall control. The Declaration, the Articles of Incorporation and the By-Laws for the Association are hereinafter collectively referred to in this Article as the "constituent documents".

(a) The right of an Owner to sell, transfer or otherwise convey his Condominium Unit shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

(b) Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale of a first mortgage, will not be liable for such Unit's unpaid assessments and charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except for claims for a share of such assessments or charges resulting from a reallocation of such dues, assessments or charges to all Condominiums, including the mortgaged Condominium. The lien assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or trustee's sale. Such sale or transfer shall not release such property

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from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

(c) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area of the Project, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or Owners other than Declarant of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the Condominium Project;

(2) Record or file any material amendment to the constituent documents, including, but not limited to, any amendment which would change the pro rata interest or obligations of any Condominium for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Area;

(3) Partition any Condominium except as provided in the Article herein entitled "Covenant Against Partition"; provided, however, that no Condominium may be partitioned without the prior written approval of the first mortgagee for such

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Condominium;

(4) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any or all of the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(5) Use hazard insurance proceeds for losses to the Project (whether to Condominium Units or to Common Area) for other than repair, replacement or reconstruction;

(6) Effect any decision of the Association to terminate professional management and assume self-management of the Project.

(d) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to individual Condominiums, and not to the Project as a whole.

(e) No provision of the constituent documents shall be interpreted to give the Owner of a Condominium, or any other party, priority over any rights of the first mortgagee of the Condominium pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Condominium Units and/or

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the Common Area.

(f) The assessments provided for in the constituent documents shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Area that must be replaced on a periodic basis, and shall be payable in regular installments rather than by Special Assessments.

(g) A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an individual Owner of any obligation under the constituent documents which is not cured within sixty (60) days.

(h) Any agreement for professional management of the Project, or any contract providing for services of the Declarant, may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(i) In the event of substantial damage to or destruction of any Condominium Unit or any part of the Common Area, the first mortgagee for such Condominium will be entitled to timely written notice of any such damage or destruction.

(j) A first mortgagee of a Condominium in the Project will, upon request, be entitled to (1) examine the books and records of the Association during normal business hours; (2) receive an annual audited financial statement of the Project within ninety (90) days

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following the end of any fiscal year of the Project, if such statement has been prepared for the Association; and (3) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(k) Each Owner shall notify the Association in writing within ten (10) days after the close of escrow for the purchase of his Condominium of the name and address of his first mortgagee, and thereafter each Owner shall promptly notify the Association of any changes of name or address for his first mortgagee.

(l) If any Condominium Unit (or portion thereof) or the Common Area (or any portion thereof) is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on such Unit will be entitled to timely written notice of any such proceeding or proposed acquisition.

(m) In the event any portion of the Common Area encroaches upon any Condominium Unit or any Condominium Unit encroaches upon the Common Area as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

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Section 2. No breach of any of the foregoing covenants shall cause any forfeiture of title or reversion or bestow any right of re-entry whatsoever, but in the event that any one or more of these covenants shall be violated, the Declarant, its successors and assigns, or the Association or any Owner of a Condominium in the Project, may commence a legal action in any court of competent jurisdiction to enjoin or abate said violation and/or to recover damages; provided, however, that any such violation shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Condominium. Said covenants shall be binding upon and effective against any Owner of said Condominium, or a portion thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

ARTICLE XI

OBLIGATION TO MAINTAIN

Section 1. Maintenance by Owner. Subject to the various provisions of this Declaration regarding maintenance of the Common Area by the Association and Architectural Control Committee approval, each Owner shall, at his sole cost and expense, maintain and repair his Condominium Unit, keeping the same in neat, safe, attractive, sanitary and orderly condition. Additionally, each Unit Owner shall, at his sole cost and expense, maintain his respective Restricted Common Area in a neat, clean, safe, sanitary and attractive, condition at all times. The Association shall be responsible for making and shall bear the cost of all structural repairs to the Restricted Common Area; provided, however, if such repairs are required due to the

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willful or negligent acts or omissions of the Owner, such Owner shall bear the cost thereof. In the event any Owner shall fail to so maintain his Condominium Unit and/or Restricted Common Area, the Association shall have the right, but not the duty, to do so, and if the Association, acting at the discretion of the Board of Directors, does cause such maintenance work to be performed, the cost thereof (after notice and hearing) shall be assessed against said Condominium as a Special Assessment.

ARTICLE XII

INSURANCE

Section 1. Required Insurance Coverage. The Association, acting by and through the Board of Directors, shall obtain the following insurance coverages:

(a) A policy or policies of casualty and fire insurance with extended coverage endorsement for the full replacement value of the entire Project (without deduction for depreciation), including, without limitation, the Common Area and the Condominium Units, but excluding the Owner's personal property. Said policies shall be maintained for the benefit of the Association, the Owners and their respective mortgagees as their interests may appear.

(b) A policy or policies of full coverage public liability insurance (with cross-liability endorsement, if obtainable) insuring the Association, the Board of Directors, the Owners, the Declarant and the agents and employees of each of the foregoing against any liability to the public or to any Owner, his employees, invitees and/or customers, arising from or inci-

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dental to the ownership, occupation, use, maintenance and/or repair of the Common Area and Condominium Units. The limits of liability under this Section shall be set by the Board of Directors and shall be reviewed at least annually by the Board of Directors and increased or decreased at the discretion of the Board.

(c) Workmen's compensation insurance to the extent necessary to comply with all applicable laws.

Section 2. Optional Insurance Coverage. The Association, acting at its option by and through the Board of Directors, may purchase such other insurance as it may deem necessary or appropriate, including, but not limited to, fidelity bonds naming all persons signing checks or otherwise possessing fiscal responsibilities on behalf of the Association, officers' and Directors' errors and omissions insurance, and plate glass insurance. In the event the Board should decide to obtain the aforesaid fidelity bond coverage, such bonds should name the Association as obligee and be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Project, including reserves.

Section 3. Review of Coverage. The Board of Directors shall annually determine whether the amounts and types of insurance coverage that it has obtained pursuant to this Article shall provide adequate coverage for the Project, based upon the then current construction costs, insurance practices in the area in which the Project is located, and all other factors which may

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indicate that either additional insurance coverage or increased coverage under existing policies is necessary or desirable to protect the interests of the Association, the Owners and their respective mortgagees. If the Board of Directors determines that increased coverage or additional insurance is appropriate, it shall obtain same.

Section 4. Waiver by Owners. As to all policies of insurance maintained by the Association which will not be voided or impaired thereby, each Owner hereby waives and releases all claims against the Association, the Board of Directors, the Declarant, and the agents and employees of each of the foregoing, and all other Owners, with respect to any loss covered by such insurance, whether or not caused by the negligence of, or breach of, any agreement by said persons, but only to the extent of the insurance proceeds received in compensation for such loss.

Section 5. Premiums, Proceeds and Settlement. Insurance premiums for all blanket insurance coverage and any other insurance coverage which the Board has determined is necessary to protect the interests of the Association, the Owners and their respective mortgagees, shall be a common expense to be included in the Annual Assessments levied by the Association. All insurance proceeds paid to the Association shall be disbursed as follows: (1) In the event of any damage or destruction to the Common Area, such proceeds shall be disbursed in accordance with the provisions of the Article entitled "Damage or Destruction to the Common Area"; and (2) In the event of any other loss, the proceeds shall be disbursed as the Board shall

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deem appropriate subject to the limitations set forth in the Article entitled "Mortgagee Protection". The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. A majority of the Board of Directors must sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on the Association and its Members.

Section 6. Rights and Duties of Owners to Insure. Each Owner may obtain insurance on his personal property and on all other property and improvements within his Unit. Nothing herein shall preclude any Owner from carrying any public liability insurance as he may deem desirable to cover his individual liability for damage to person or property occurring inside his individual Unit or elsewhere upon the Project. If obtainable, such liability insurance coverage carried by an Owner shall contain a waiver of subrogation of claims against the Declarant, the Association, the Board of Directors, their agents and employees and all other Owners. Such other policies shall not adversely affect or diminish any liability coverage under any other insurance obtained by the Association. If any loss intended to be covered by insurance carried by the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association to the extent of such reduction, for application by the Board of Directors to the same purposes as the reduced proceeds are to be applied.

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Section 7. Notice of Expiration. All policies of insurance maintained by the Association shall contain a provision that said policies shall not be cancelled or terminated or allowed to expire by their own terms without sixty (60) days prior written notice to the Board of Directors, the Declarant, and to such Owners and such first mortgagees who have filed written requests with the carrier for such notice.

Section 8. Trustee for Policies. The Association is hereby appointed and shall be deemed trustee for the interests of all insureds under the policies of insurance maintained by the Association. All insurance proceeds under such policies shall be paid to the Board of Directors as trustees and the Board shall have full power to receive such funds on behalf of the Association, the Owners, and their respective mortgagees and to deal therewith as provided for herein.

ARTICLE XIII

DAMAGE OR DESTRUCTION TO THE COMMON AREA

Section 1. Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner:

(a) In the event of damage or destruction to the Common Area and the insurance proceeds are sufficient to effect total restoration, the Association shall, as promptly as is practical, cause the Common Area to be repaired and reconstructed in a good workmanlike manner to its condition prior to such damage or destruc-

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tion.

(b) If the insurance proceeds available are at least ninety percent (90%) of the estimated cost of total restoration and repair to the Common Area, the Association shall, as promptly as practical, cause such Common Area to be repaired and reconstructed in a good workmanlike manner to its condition prior to the destruction or damage, and the difference between the insurance proceeds and the actual cost shall be levied by the Association as a Special Assessment against each of the Owners based upon the ratio of the square footage of the floor area of the Condominium Unit to be assessed to the total square footage of the floor area of all Condominium Units to be assessed.

(c) If the insurance proceeds available are less than ninety percent (90%) of the estimated cost of total restoration and repair to the Common Area, the Owners shall, by the written consent or vote of a majority of the Owners, determine whether (i) to rebuild and restore the Common Area as promptly as practical to its condition prior to the damage or destruction, and to raise the necessary funds over and above the insurance proceeds available by levying assessments against all Condominiums based upon the ratio of the square footage of the floor area of the Condominium Unit to be assessed to the total square footage of the floor area of all Condominium Units to be assessed;

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(ii) to rebuild and restore the Common Area in a way which utilizes all available proceeds and an additional amount not in excess of ten percent (10%) of the estimated cost of total restoration and repair to the Common Area, and which is assessable to all Condominiums as provided in subsection (i) hereinabove, but which is less expensive than rebuilding and restoring the Common Area to its condition prior to the damage or destruction; or (iii) to not rebuild and to distribute the available insurance proceeds to the Owners (and their respective mortgagees as their interests may appear) based upon the respective fair market value of each Condominium as determined by a qualified professional real estate appraiser, and subject to the limitations set forth in the Article herein entitled "Mortgagee Protection"; provided, however, that unless the City shall agree to the contrary, it shall be the obligation of the Association and each of the Owners to rebuild the private streets, utilities and open spaces, at least to the extent said streets, utilities and spaces were accepted initially by the City.

(d) In the event the Association shall determine not to rebuild a portion of the Common Area damaged or destroyed, such Common Area shall be cleared and landscaped and the cost thereof shall be paid for with the available insurance proceeds.

Section 2. In the event any excess insurance proceeds

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remain after any reconstruction or clearance of the damaged or destroyed Common Area by the Association pursuant to this Article, the Board of Directors, in its sole discretion, may retain such sums in the General Fund of the Association or distribute such excess insurance proceeds equally to all Owners, subject to the prior rights of mortgagees whose interests may be protected by the insurance policies carried by the Association. In the absence of any such rights, the rights of an Owner and the mortgagee of his Unit as to each such distribution shall be governed by the provisions of the mortgage encumbering said Unit.

Section 3. Restoration and repair of any damage to the interior of any individual Condominium Unit, including, without limitation, all fixtures, cabinets, furniture and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Unit so damaged. In the event of a determination to rebuild that portion of the Common Area so damaged or destroyed, such interior repair and restoration shall be completed as promptly as practicable in a lawful and workmanlike manner, and in accordance with the plans approved by the Board or its designated Architectural Control Committee as provided for in this Declaration.

Section 4. All amounts collected pursuant to special assessments as provided for herein shall only be used for the purposes set forth in this Article, and shall be deposited by the Board of Directors in a separate bank account to be held in trust for such purposes.

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Section 5. If the Association shall decide to repair or restore any damaged or destroyed Common Area pursuant to this Article, and such repair or restoration operations have not actually commenced within one (1) year from the date of such damage, the covenant against partition provided for in this Declaration shall terminate and shall be of no further force and effect.

ARTICLE XIV

CONDEMNATION

Subject to the limitations set forth in the Article herein entitled "Mortgagee Protection," a condemnation award affecting all or a part of the Common Area of the Project which is not apportioned among the Owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Project, shall be distributed among the affected Owners and their respective mortgagees according to the relative values of the Condominium Units based upon the appraised fair market value of each affected Condominium prior to the taking as determined by a qualified real estate appraiser.

ARTICLE XV

COVENANT AGAINST PARTITION

Section 1. Except as otherwise provided in this Section, the Common Area shall remain undivided, and there shall be no judicial partitions thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in a Condominium.

Section 2. The Owner of a Condominium Unit in the

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

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

(b) Three-fourths (3/4) or more of the Project is destroyed or substantially damaged and at least two-thirds (2/3) of the first mortgagees (based upon one [1] vote for each first mortgage owned) or Owners (other than the Declarant) oppose repair or restoration of the Project; or

(c) The Project has been in existence more than fifty (50) years, is obsolete and uneconomical, and at least two-thirds (2/3) of the first mortgagees (based upon one [1] vote for each first mortgage owned) or Owners (other than the Declarant) oppose repair or restoration of the Project.

Section 3. Declarant, for itself and on behalf of each and every present and subsequent Owner of one or more Condominium Units within the Project, hereby appoints the Board of

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Directors as its and their attorney in fact to sell the entire Project for the benefit of all of the Owners thereof when partition of the Project may be had pursuant to this Declaration, which power shall (a) be binding upon all of the Owners, whether they assume the obligations of these restrictions or not; (b) be exercisable by a vote of at least seventy-five percent (75%) of the voting power of the Board of Directors; and (c) be exercisable only after recordation of a certificate by the Board of Directors which shall provide that said power is properly exercisable hereunder, and which certificate shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement.

(a) The City, the Association or the Owner of any Condominium in the Project, including the Declarant, shall have the right to enforce by proceedings at law or in equity all of the covenants and provisions now or hereafter imposed by this Declaration and/or the By-Laws, respectively, including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for

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said violation.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the provisions of the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association, or by its successors in interest.

(c) The remedies herein provided for breach of the covenants contained in this Declaration or the provisions of the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association or City to enforce any of the covenants contained in this Declaration or the provisions of the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants contained in this Declaration or of the provisions of the By-Laws shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Condominium or the improvements thereon; provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

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(f) Assess monetary penalties against a Member and/or suspend said Member's voting rights for the period during which any assessment against said Member's Condominium remains unpaid; provided, however, the due process requirements set forth in Section 7341 of the California Corporations Code shall be followed with respect to the accused Member before a decision to impose discipline is reached (to wit, the accused Member shall be given fifteen [15] days prior notice sent by first class or registered mail, and the notice shall specify the reasons for the proposed penalty or suspension and shall provide an opportunity for the Member to be heard, orally or in writing, not less than five [5] days before such penalty or suspension is imposed by the Board of Directors); and

(g) Suspend a Member's voting rights for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations; provided, however, the due process requirements set forth in Section 7341 of the California Corporations Code shall be followed with respect to the accused Member before a decision to impose discipline is reached.

(h) In addition to the above general rights of enforcement, the City shall have the right, through its agents and employees, to enter upon any part of the Project for the purpose of enforcing the Califor-

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nia Vehicle Code and its local ordinances, and is hereby granted an easement over the Project for that purpose.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Term. The covenants set forth in this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Project and for the maintenance of said Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Singular Includes Plural. Whenever the context of this Declaration may so require, the singular shall

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include the plural, and the masculine shall include the feminine and neuter.

Section 6. Amendments. This Declaration of Restrictions may be amended only by an affirmative vote of not less than seventy-five percent (75%) of each class of Members, and further, this amendment provision shall not be amended to allow amendments by vote of less than seventy-five percent (75%) of each class of Members. At such time when the Class B membership shall cease and be converted to Class A membership, any and all amendments to this Declaration shall be enacted by requiring the vote or written assent of Members representing both (a) seventy-five percent (75%) of the total voting power of the Association, and (b) seventy-five percent (75%) of the votes of Members other than the Declarant; provided, however, that the percentage of the voting power necessary to amend a specific provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under said provision. Notwithstanding any other provision of this Section to the contrary, in no case shall this Declaration be amended without the prior written consent of the City, which consent shall not be unreasonably withheld. In order to obtain the written consent of the City for an amendment of this Declaration, the Board of Directors shall submit a written request for such consent to the City Administrator. If the request is not disapproved in writing within thirty (30) days of such submission, the request shall be approved.

Section 7. Encroachments. None of the rights and

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obligations of the Owners created herein or by the deed shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

Section 8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it 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, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Condominium Unit of such person if no address has been given to the Association. If such notice is not sent by regular mail, it shall be deemed to have been delivered when received. Such address may be changed from time to time by notice in writing to the Association.

Section 9. Attorneys' Fees. If any Owner defaults in making a payment of assessments or in the performance or observance of any provision of this Declaration, and the Association has obtained the services of an attorney in connection therewith, the Owner covenants and agrees to pay to the Association any costs or fees incurred, including reasonable attorneys'

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fees, regardless of whether legal proceedings are instituted. In case a suit is instituted, the prevailing party shall recover the cost of the suit in addition to the aforesaid costs and fees.

Section 10. Property Exemption. All public property within the Project shall be exempt from the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand and seal this 27th day of May, 1981.

"DECLARANT"

CARLSBERG DEVELOPMENT COMPANY,
a California corporation

BY: Glenn N. Gessford
GLENN GESSFORD, PRESIDENT

CITY OF SIGNAL HILL

BY: David A. Caretto
DAVID A. CARETTO, CITY MANAGER

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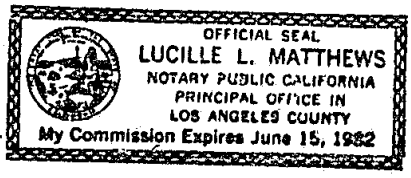
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 27, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENN GESSFORD, known to me to be the President of the corporation that executed the within instrument and 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.

Lucille L. Matthews
Lucille L. Matthews
SIGNATURE OF NOTARY PUBLIC



(SEAL)

81- 528958

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 27, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID A. CARETTO, known to me to be the City Manager of the City of Signal Hill, a Municipal Corporation, and known to me to be the person who executed the within instrument on behalf of said City of Signal Hill and acknowledged to me that such Municipal Corporation executed the same.

WITNESS my hand and official seal.

Lucille L. Matthews

Lucille L. Matthews
Notary Public in and for said State

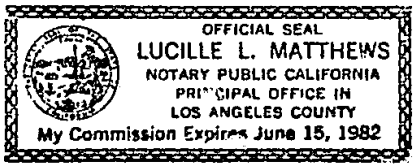


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EXHIBIT "A"

CONDO UNIT	APPROXIMATE SQ. FOOTAGE	UNDIVIDED INTEREST IN COMMON AREA	PRORATA SHARE OF ASSESSMENTS
1	2,936	4.0%	4.0%
2	1,725	2.3	2.3
3	1,725	2.3	2.3
4	1,725	2.3	2.3
5	1,725	2.3	2.3
6	1,725	2.3	2.3
7	3,582	4.9	4.9
8	3,582	4.9	4.9
9	3,395	4.6	4.6
10	4,403	6.0	6.0
11	2,216	3.0	3.0
12	2,216	3.0	3.0
13	2,216	3.0	3.0
14	2,216	3.0	3.0
15	2,216	3.0	3.0
16	3,944	5.3	5.3
17	3,405	4.6	4.6
18	1,832	2.5	2.5
19	1,832	2.5	2.5
20	1,832	2.5	2.5
21	1,832	2.5	2.5
22	1,832	2.5	2.5
23	1,832	2.5	2.5
24	1,832	2.5	2.5
25	2,056	2.8	2.8
26	2,016	2.7	2.7
27	1,648	2.2	2.2
28	1,608	2.2	2.2
29	1,832	2.5	2.5
30	1,832	2.5	2.5
31	1,832	2.5	2.5
32	3,176	4.3	4.3
	73,776	100.0%	100.0%

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EXHIBIT "B"

SIGNS

Each Owner shall be allowed to display to the public view one (1) Unit address number to be installed on the exterior of his respective Condominium Unit or upon the Condominium Area adjacent thereto, and said sign and address number shall conform to the size, type, design and location as set forth below:

Size, Type and Design

Each Owner's sign shall be carved out of redwood and have the dimensions of 12" high, 48" long and 2" thick, as shown on the attached Exhibit "B-1". The background will be russet brown in color and the lettering shall be gold leaf in the Helvetica style. The sign shall be of equal or better quality to those manufactured by Associated Signs N' Designs at 1431 East 28th Street, Signal Hill, California.

The Owner's Unit address number shall be made of raised cut-out plexiglass letters three to four inches (3"-4") in height, painted gold in the Helvetica style, of equal or better quality to those as manufactured by Associated Signs N' Designs at 1431 East 28th Street, Signal Hill, California.

Location

The Owner's sign and the Owner's address shall be installed in such location as is designated by the Declarant.

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Proposed TYPICAL UNIT SIGNAGE 12" x 48" x 2" THICK

HELVETICA
STYLE PANEL

EXHIBIT J-1"

81- 528958

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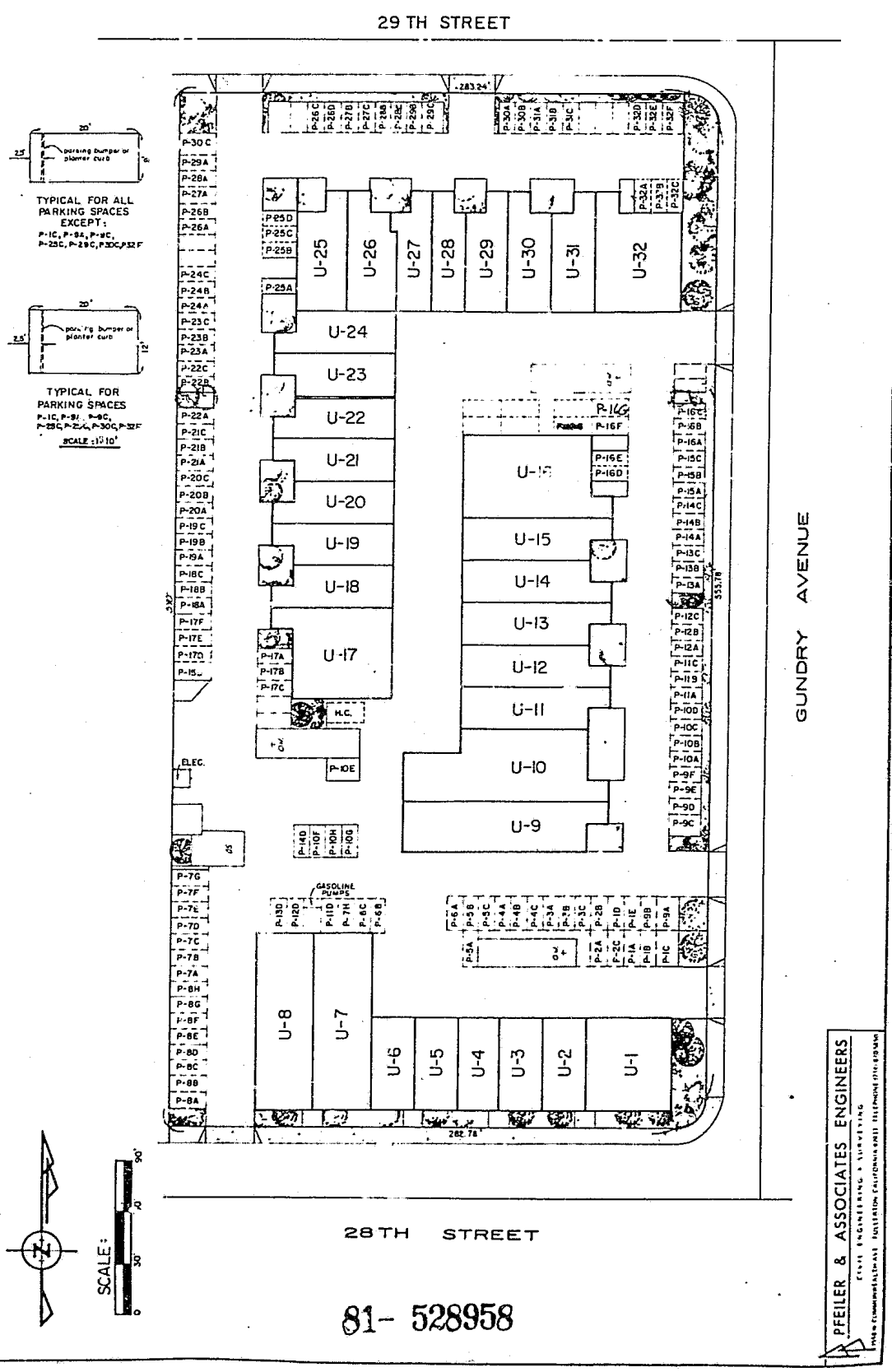
EXHIBIT "C"

PARKING SPACE ASSIGNMENT PLAN



PFEILER & ASSOCIATES ENGINEERS

81- 528958

END OF RECORDED DOCUMENT

81-1102200

First American Title

Recording requested by and
when recorded return to:

HOLZWARTH & SCHOELLERMAN (MJW)
Financial Plaza - West Tower
4000 MacArthur Boulevard
Suite 6000
Newport Beach, California 92660

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
NOV 6 1981 AT 8 A.M.
Recorder's Office

FEE 20.00 N
17

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR

CARLSBERG BUSINESS PARK - SIGNAL HILL

An Industrial Condominium Project

Sheet 1 of 15 Sheets

903600-15

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR

CARLSBERG BUSINESS PARK - SIGNAL HILL

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS is made this 9th day of September, 1981, by CARLSBERG DEVELOPMENT COMPANY, a California corporation (hereinafter referred to as the "Subdivider"), SUMITOMO BANK OF CALIFORNIA, a California corporation (hereinafter referred to as the "Lender"), and by each of the undersigned purchasers of Condominium Units in the Project (hereinafter referred to as the "Purchasers"), and is consented to by the City of Signal Hill (hereinafter referred to as the "City").

W I T N E S S E T H:

A. WHEREAS, Subdivider and Purchasers (hereinafter collectively referred to as the "Owners") are all of the record owners of, and Lender is record holder of all monitary encumbrances against, that certain real property located in the City of Signal Hill, County of Los Angeles, State of California, more particularly described as:

> Parcel 1 as shown on Parcel Map 12547 recorded in Book 137, Page 5, of Parcel Maps in the Office of the County Recorder for said County, together with all improvements, including the Condominium Units, constructed thereon (hereinafter referred to as the "Project").

B. WHEREAS, Subdivider has previously recorded that certain Declaration of Restrictions affecting the Project on May

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28, 1981, as Instrument No. 81-528958, in the Office of the County Recorder for the County of Los Angeles (hereinafter referred to as the "Declaration").

C. WHEREAS, the Owners desire to amend the Parking Space Assignment Plan attached to the Declaration as Exhibit "C" and incorporated therein by reference to correct the dimensions, locations, quantity and numbering of the parking spaces shown and assigned thereon, and Lender and City desire to consent thereto.

D. WHEREAS, pursuant to the terms and provisions set forth in the Declaration, an amendment to the Declaration requires the affirmative vote or written consent of each and all of the following:

(1) Seventy-five percent (75%) of the Class A members of the Carlsberg Business Park-Signal Hill Owners Association (hereinafter referred to as the "Association");

(2) Seventy-five percent (75%) of the Class B members of the Association;

(3) Seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned); and

(4) The City (whose consent shall not be unreasonably withheld).

E. WHEREAS, the undersigned Purchasers constitute one hundred percent (100%) of the Class A members; the Subdivider constitutes one hundred percent (100%) of the Class B mem-

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bers; and Lender constitutes one hundred percent (100%) of the first mortgagees (based upon one vote for each first mortgage owned).

NOW, THEREFORE, the Owners do hereby amend the Declaration, and Lender and City do hereby consent thereto, as follows:

1. The Parking Space Assignment Plan attached to the Declaration as Exhibit "C" and incorporated therein by reference is hereby deleted in its entirety, and the revised Parking Space Assignment Plan (revised 9/2/81) attached hereto and incorporated herein by this reference is hereby substituted therefor.

2. Except as expressly amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, being all of the record owners of the land included within this Project, all of the record holders of monitary encumbrances against the Project, and the City, do hereby make and consent to the recordation of this FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS; and do hereby execute this instrument on the day and year first above written.

"SUBDIVIDER"

CARLSBERG DEVELOPMENT COMPANY,
a California corporation

BY: Glen N. Gessford
GLEN N. GESSFORD
President

BY: Ronald S. Tankersley
RONALD S. TANKERSLEY
Secretary

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"PURCHASER OF CONDOMINIUM UNITS 5 & 6"

ELECTROLOGIC, INC.,
a California codporation

By: Robert A. Hudson
Robert A. Hudson
Its: President

"PURCHASER OF CONDOMINIUM UNITS 29 & 30"

KINNAMAN ELECTRIC, INC.,
a California corporation

BY: John R Green
Its: President

BY: _____

Its: _____

"PURCHASERS OF CONDOMINIUM UNIT 15"

Paul G. Baker
PAUL G. BAKER

Barbara M. Baker
BARBARA M. BAKER

"PURCHASERS OF CONDOMINIUM UNIT 31"

Dwain Eldon Breedlove
DWAIN ELDON BREEDLOVE

Glenna Gaye Breedlove
GLENNA GAYE BREEDLOVE

"PURCHASERS OF CONDOMINIUM UNITS 27 & 28"

Julius Wayne Reddoch
JULIUS WAYNE REDDOCH

Richard E. Thompson
RICHARD E. THOMPSON

William D. McMan
WILLIAM D. McMAN

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"LENDER"

SUMITOMO BANK OF CALIFORNIA, a California corporation, record holder of all of the security interests recorded against the Project, under the following Deeds of Trust recorded in the Official Records in the Office of the County Recorder for the County of Los Angeles:

(1) Instrument No. 81-56019 recorded January 19, 1981, against the entire Project (excepting therefrom, partial releases of Condominium Units 15, 27, 28, 29, 30 and 31);

(2) Instrument No. 81-538582 recorded May 29, 1981, against Condominium Unit 29;

(3) Instrument No. 81-538584 recorded May 29, 1981, against Condominium Unit 30;

(4) Instrument No. 81-644869 recorded June 29, 1981, against Condominium Unit 15;

(5) Instrument No. 81-732930 recorded July 23, 1981, against Condominium Unit 31;

(6) Instrument No. 81-801288 recorded August 11, 1981, against Condominium Unit 27; and

(7) Instrument No. 81-801292 recorded August 11, 1981, against Condominium Unit 28; and

(8) Instrument No. 81-907045 recorded September 11, 1981, against Condominium Unit 5; and

(9) Instrument No. 81-907043 recorded September 11, 1981, against Condominium Unit 6.

Initials:

_____

_____

_____

BY: _____

Its: Vice President

BY: _____

Its: Assistant Secretary

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City of Signal Hill

BY: David A. Caretto
DAVID A. CARETTO
City Manager

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

On 9-15- 1981, before me the undersigned, a Notary Public, in and for said State, personally appeared DAVID A. CARETTO, known to me to be the City Manager of the City of Signal Hill, a Municipal Corporation, and known to me to be the person who executed the within instrument on behalf of said City of Signal Hill and acknowledged to me that such Municipal Corporation executed the same

WITNESS my hand and offical seal

Nancy Olson
Signature of Notary Public (SEAL)

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-16, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared GLEN N. GESSFORD, known to me to be the PRESIDENT, and RONALD S. TANKERSLEY, known to me to be the SECRETARY of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.

Nancy Olson
Signature of Notary Public

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

(SEAL)

81-1102200

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-15, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN R. GREEN, known to me to be the PRESIDENT, and _____, known to me to be the _____ of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.

Nancy Olson
Signature of Notary Public

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1933

(SEAL)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On October 8, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Masayasu H. Velotta, known to me to be the Asst. Secretary _____, and _____, known to me to be the _____ of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.

Signature of Notary Public
Brian A. Nagata

OFFICIAL SEAL
BRIAN A. NAGATA
NOTARY PUBLIC, CALIFORNIA
NOTARY BOND FILED IN
FRESNO COUNTY
My Commission Expires May 29, 1982

(SEAL)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On October 26th, 19 81, before me, the undersigned, a Notary Public in and for said State, personally appeared Nobuhiko Izutani, known to me to be the Vice President, ~~xxxx~~ ----------, ~~xxxxxxxxxxxxxxxxxxxx~~ ~~xxxx~~---------- of the corporation that executed the within instrumeht, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

OFFICIAL SEAL
HENRY J KUBA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires DEC 16, 1984

BY: _____
Signature of Notary Public
My Commission Expires DECEMBER 16, 1984.

(SEAL)

81-1102200

Sheet 10A of 15 Sheets

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-15, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul G. Baker and Barbara M. Baker, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

Nancy Olson
Signature of Notary Public (SEAL)

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On Sept. 9, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Hudson, known to me to be the President of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.

81-1102200

WITNESS my hand and official seal.

Donald L. Ketchum Jr
Signature of Notary Public (SEAL)

OFFICIAL SEAL
DONALD L KETCHUM JR
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires NOV 18, 1983

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-15, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Dwain Eldon Breedlove and Glenna Gaye Breedlove, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Nancy Olson
Signature of Notary Public

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

(SEAL)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-15, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Julius Wayne Reddoch, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Nancy Olson
Signature of Notary Public

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

(SEAL)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-15, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E. Thompson, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Nancy Olson
Signature of Notary Public

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

(SEAL)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 9-15, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared William D. McMan, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Nancy Olson
Signature of Notary Public

OFFICIAL SEAL
NANCY OLSON
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 6, 1983

(SEAL)

81-1102200

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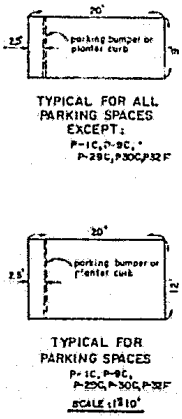
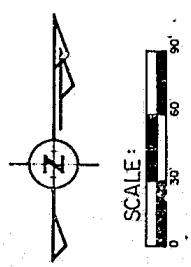
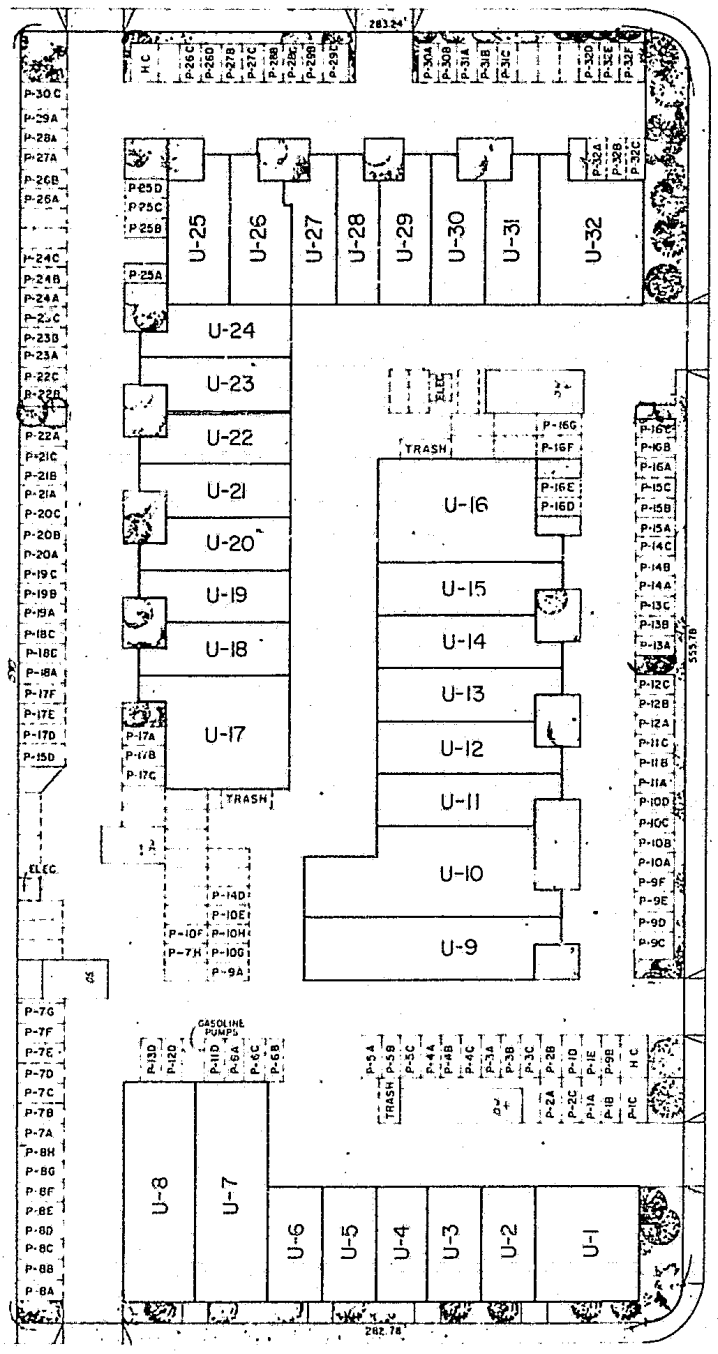
EXHIBIT "C"

(REVISED SEPTEMBER 2, 1981)

PARKING SPACE ASSIGNMENT PLAN







PFEILER & ASSOCIATES ENGINEERS

81-1102200

RECORDED DOCUMENT

1981-1102200 CCR 11-06-1981
Requested By: Perla.Espinoza, Printed: 10/15/2026 5:28 PM

83- 209380

83 - 209380

FIRST AMERICAN TITLE COMPANY of LOS ANGELES

Recording requested by and
When recorded return to:

JOEL G. HIRSCH
2800 28th Street, Suite 200
Santa Monica, CA 90405

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
FEB 24 1983 AT 8 A.M.
Recorder's Office

FEE $ 31.00

29

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS FOR CARLSBERG BUSINESS PARK - SIGNAL HILL

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS is made this 3rd day of May, 1982, by CARLSBERG DEVELOPMENT COMPANY, a California corporation (hereinafter referred to as the "Declarant"), SUMITOMO BANK OF CALIFORNIA, a California corporation (hereinafter referred to as the "Lender"), and by each of the undersigned purchasers of Condominium Units in the Project (hereinafter referred to as the "Purchasers"), and is consented to by the City of Signal Hill (hereinafter referred to as the "City").

W I T N E S S E T H:

A. WHEREAS, Declarant and Purchasers (hereinafter collectively referred to as the "Owners") are all of the record owners of, and Lender is record holder of all monetary encumbrances against, that certain real property located in the City of Signal Hill, County of Los Angeles, State of California, more particularly described as:

6/21/82:05

903600.19

Parcel 1 as shown on Parcel Map 12547 recorded in Book 137, Page 5, of Parcel Maps in the Office of the County Recorder for said County, together with all improvements, including the Condominium Units, constructed thereon (hereinafter referred to as the "Project").

B. WHEREAS, Declarant has previously recorded that certain Declaration of Restrictions affecting the Project on May 28, 1981, as Instrument No. 81-528958, in the Office of the County Recorder for the County of Los Angeles (hereinafter referred to as the "Declaration"), which Declaration was amended by recordation of First Amendment to Declaration of Restrictions on November 6, 1981, as Instrument No. 81-1102200, in the Office of the County Recorder for the County of Los Angeles.

C. WHEREAS, the Owners desire to amend the Declaration to permit the parking spaces not designated as Restricted Common Area on the Parking Space Assignment Plan attached to the First Amendment to Declaration to be assigned by Declarant at some future time or times to Units of the Project and Lender and City desire to consent thereto.

D. WHEREAS, certain of the Owners desire to relinquish a portion of the parking spaces assigned to their respective Condominium Units in exchange for parking spaces which have not been designated, identified or assigned to any Condominium Unit,

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and the other Owners and Lender and the City desire to consent thereto.

E. WHEREAS, pursuant to the terms and provisions set forth in the Declaration, an amendment to the Declaration requires the affirmative vote or written consent of each and all of the following:

(1) Seventy-five percent (75%) of the Class A members of the Carlsberg Business Park-Signal Hill Owners Association (hereinafter referred to as the "Association");

(2) Seventy-five percent (75%) of the Class B members of the Association;

(3) Seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned); and

(4) The City (whose consent shall not be unreasonably withheld).

F. WHEREAS, the undersigned Purchasers constitute one hundred percent (100%) of the Class A members; the Declarant constitutes one hundred percent (100%) of the Class B members; and Lender constitutes one hundred percent (100%) of the first mortgagees (based upon one vote for each first mortgage owned).

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NOW, THEREFORE, the Owners do hereby amend the Declaration, and Lender and City do hereby consent thereto, as follows:

1. The Parking Space Assignment Plan attached to the First Amendment to Declaration as Exhibit "C" and incorporated therein by reference is hereby deleted in its entirety and the Revised Parking Space Assignment Plan (revised 4/12/82) attached hereto and incorporated herein by this reference is hereby substituted therefor.

2. Section 3 of Article II of the Declaration is hereby deleted in its entirety and the following new Section 3 is hereby substituted in its place and stead:

"Section 3. Portions of the Common Area shown and described as parking spaces in the Condominium Plan as amended by the Second Amendment to Condominium Plan (the "Amended Condominium Plan"), are hereby set aside as Restricted Common Area to be allocated and permanently assigned to the Condominium Units as set forth hereinbelow. Each parking space is shown and located on the Amended Condominium Plan and on the Revised Parking Space Assignment Plan attached as Exhibit "C" to the Second Amendment to Declaration and each such space is identified by the letter "P". The parking spaces which have been assigned to Units are identified in the Amended Condominium Plan and on the Revised Parking Space Assignment Plan by the letter "P" followed by the

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number of the Condominium to which it is permanently assigned, followed by a sequential letter beginning with the letter "A" which is used to distinguish between multiple spaces assigned to a particular Condominium (i.e., "P-1A" through "P-1E", inclusive, representing the five (5) spaces assigned to Unit "U-1", and similarly, "P-4A", "P-4B" and "P-4C" representing the three (3) spaces assigned to Unit "U-4"). Each parking space so identified is hereby assigned to its respective Condominium Unit as so indicated and set forth on the Revised Parking Space Assignment Plan by the labeling of the parking spaces shown thereon. In addition to the parking spaces identified by the letter "P" followed by the Condominium number to which it is assigned, there are additional parking spaces which are shown and located on the Amended Condominium Plan and Revised Parking Space Assignment Plan by the letter "P" followed by the number "300" et seq. (the "Unassigned Parking Spaces"). Declarant (but not its successors or assigns) shall have the right, from time to time, to permanently assign the Unassigned Parking Spaces shown on the Amended Condominium Plan and the Revised Parking Space Assignment Plan to Condominium Units in the Project, the number and location of Unassigned Parking Spaces so assigned to be in the

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sole discretion of Declarant. Each such Unassigned Parking Space so assigned will be shown and contained in any Deed or other instrument conveying the respective Condominium Unit from Declarant to the purchaser thereof. Upon such assignment and conveyance, such Unassigned Parking Space will be and become Restricted Common Area appurtenant to the Condominium Unit to which it is so assigned. Certain of the parking spaces are subject to an easement of Record under which the easement holder has the right, upon twenty-four (24) hours notice, to require the Owner's of the Units to which such spaces are appurtenant to remove their vehicles from the spaces so as to provide access by the easement holder to the oil wells and related facilities located on the Project. Each parking space constitutes an exclusive easement appurtenant to its assigned Condominium Unit subject to the exclusive uses and purposes set forth in this Declaration. It shall be the obligation of each and every Owner to maintain his respective Restricted Common Area in a neat, clean, safe, sanitary and attractive condition at all times and to bear the cost of such maintenance. In addition, no Owner shall permit anything to be done or kept in his parking space which would obstruct or otherwise interfere with any other Owner's use of his parking space. The Association shall be responsible for making and shall bear the cost of all

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structural repairs to the Restricted Common Area; provided, however, if such repairs are required due to the willful or negligent acts or omissions of the Owner, such Owner shall bear the cost thereof."

3. Each Purchaser by execution of this Second Amendment to Declaration of Restrictions hereby relinquishes any and all right, title and interest of such Purchaser in the Unassigned Parking Spaces acquired by such Purchaser pursuant to the Declaration and/or the First Amendment to Declaration and/or the Condominium Plan and/or the First Amendment to Condominium Plan, and/or the Deed by which Purchaser acquired title to Purchaser's Condominium Unit, it being the intent of all Owners that all parking spaces identified on the Revised Parking Space Assignment Plan, whether assigned to a Condominium Unit or Unassigned Parking Spaces, shall be Restricted Common Area to the same extent as though so defined in the Declaration and Condominium Plan and the First Amendments thereto, and in the Deeds conveying each Purchaser's respective Condominium Unit to such Purchaser.

4. The Purchaser of Unit 15, by execution of this Second Amendment to Declaration hereby relinquishes all of such Purchaser's right, title and interest in and to the parking space designated on Exhibit "C" attached to the First Amendment to Declaration as parking space P-15D, and does hereby acknowledge that such relinquished parking space will be reconveyed to Declarant by good and sufficient instrument. Subsequent to the recordation of this Second Amendment to Declaration,

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Declarant will execute, acknowledge and record such instruments as are necessary to establish that the parking space designated as P-15D on the Revised Parking Space Assignment Plan attached as Exhibit "C" to this Second Amendment to Declaration is permanently assigned to the Condominium Unit.

5. The Purchaser of Units 29, 30 by execution of this Second Amendment to Declaration hereby relinquishes all of such Purchaser's right, title and interest in and to the parking spaces designated on Exhibit "C" attached to the First Amendment to Declaration as parking spaces P-29A and P-30C, and does hereby acknowledge that such relinquished parking space will be reconveyed to Declarant by good and sufficient instrument. Subsequent to the recordation of this Second Amendment to Declaration, Declarant will execute, acknowledge and record such instruments as are necessary to establish that the parking spaces designated as P-29A and 30C on the Revised Parking Space Assignment Plan attached as Exhibit "C" to this Second Amendment to Declaration are permanently assigned to the Condominium Unit.

6. Except as expressly amended hereby, the Declaration as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, being all of the record owners of the land included within this Project, all of the record holders of monetary encumbrances against the Project, and the City, do hereby make and consent to the recordation of

this SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, and do hereby execute this instrument on the day and year first above written.

"SUBDIVIDER"

CARLSBERG DEVELOPMENT COMPANY,
a California corporation

By: _____
Its: VICE - PRESIDENT

By: _____
Its: SECRETARY

83- 209380

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On DECEMBER 17, 1982, before, me the undersigned, a Notary Public in and for said State, personally appeared _____ RANDAL B. CRAFT, known to me to be the VICE- President and R.S. TANKERSLEY, and known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.

OFFICIAL SEAL
GLEN N GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 29, 1986

Glen N. Gessford
Notary Public

83- 209380

11

"LENDER"

SUMITOMO BANK OF CALIFORNIA,
a California corporation, record holder of all of the security interests recorded against the Project, under the following Deeds of Trust recorded in the Official Records in the Office of the County Recorder for the County of Los Angeles:

(1) Instrument No. 81-56019 recorded January 19, 1981, against the entire Project excepting therefrom partial releases of Condominium Units 4, 5, 6, 14, 15, 19, 20, 23, 24, 27, 28, 29, 30, 31 & 32;

(2) Instrument No. 81-538582 recorded May 29, 1981, against Condominium Unit 29;

(3) Instrument No. 81-538584 recorded May 29, 1981, against Condominium Unit 30;

(4) Instrument No. 81-644869 recorded June 29, 1981, against Condominium Unit 15;

(5) Instrument No. 81-732930 recorded July 23, 1981, against Condominium Unit 31;

(6) Instrument No. 81-801288 recorded August 11, 1981, against Condominium Unit 27; and

(7) Instrument No. 81-801292 recorded August 11, 1981, against Condominium Unit 28; and

(8) Instrument No. 81-907045 recorded September 11, 1981, against Condominium Unit 5, and

(9) Instrument No. 81-907043 recorded September 11, 1981, against Condominium Unit 6, and

(10) Instrument No. 82-110263 recorded February 1, 1982, against Condominium Unit 4, and

(11) Instrument No. 82-552855 recorded May 28, 1982, against Condominium Unit 14, and

(12) Instrument No. 82-548784 recorded May 28, 1982, against Condominium Unit 19, and

(13) Instrument No. 82-548787 recorded May 28, 1982, against Condominium Unit 20, and

(14) Instrument No. 82-552860 recorded May 28, 1982, against Condominium Unit 23, and

(15) Instrument No. 82-552865 recorded May 28, 1982, against Condominium Unit 24.

83- 209380

By: _____ Nobuhiko Izutani
Its: Vice President/Manager

By: _____
Its: ASSISTANT SECRETARY

12

83- 209380

CAT. NO. NN00737
TO 1945 CA (7-82)
(Corporation)

TITLE INSURANCE AND TRUST
A TYSON COMPANY

STATE OF CALIFORNIA
COUNTY OF San Francisco } ss.

On January 24, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared _____

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 _____ President, and Masayasu H. Velotta 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 Assistant Secretary of the Corporation that executed the within instrument 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.

Signature Joyce M. Okubara

STAPLE HERE

OFFICIAL SEAL
JOYCE M. OKUBARA
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires January 6, 1984

(This area for official notarial seal)

State of California , County of Los Angeles . On this 25th day of January in the year 1983 , before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nobuhiko Izutani, Vice President/Manager of The Sumitomo Bank of California, a California corporation proved to me on the basis of satisfactory evidence to be the person who executed the within instrument in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

83- 209380

OFFICIAL SEAL
AVETT WONG
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUL 25, 1986

Avett Wong

My commission expires July 25, 1986.

15

City of Signal Hill

By: David A. Caretto
DAVID A. CARETTO, City Manager

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 11, 1982, before me the undersigned, a Notary Public, in and for said State, personally appeared DAVID A. CARETTO, known to me to be the City Manager of the City of Signal Hill, a Municipal Corporation, and known to me to be the person who executed the within instrument on behalf of said City of Signal Hill and acknowledged to me that such Municipal Corporation executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
LORI L. BLACKBURN
Notary Public - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES JULY 20, 1982

Lori L. Blackburn
Notary Public

(SEAL)

83- 209380

"PURCHASERS OF CONDOMINIUM UNIT 4"

BRUCE W. MALLIN

MARJORIE C. MALLIN

WILLIAM J. MALLIN

BETTY M. MALLIN

"PURCHASER OF CONDOMINIUM UNITS 5 & 6"

ELECTROLOGIC, INC.,
a California corporation

By: ROBERT A. HUDSON

Its: Secretary

By:

Its: VICE PRESIDENT

"PURCHASERS OF CONDOMINIUM UNIT 15"

PAUL G. BAKER

BARBARA M. BAKER

"PURCHASERS OF CONDOMINIUM UNITS 27 & 28"

JULIUS WAYNE REDDOCH

RICHARD E. THOMPSON

WILLIAM D. McMAN

"PURCHASER OF CONDOMINIUM UNITS 29 & 30"

KINNAMAN ELECTRIC, INC.,
a California corporation

By: John Green

Its: President

By: Sydell A. West

Its: Secretary

"PURCHASERS OF CONDOMINIUM UNIT 31"

DWAIN ELDON BREEDLOVE

GLENNA GAYE BREEDLOVE

"PURCHASERS OF CONDOMINIUM UNIT 32"

GLENNA G. BREEDLOVE

SHARON M. CORDARY

"PURCHASERS OF CONDOMINIUM UNIT 14"

GUNDRY AVENUE PARTNERSHIP, LTD.,
a limited partnership

By: PAUL W. SALAY

Its: General Partner

83- 209380

"PURCHASER(S) OF CONDOMINIUM
UNITS 19+20"

J Steven Link

Kathryn Link

Floyd Link

83- 209380

16

"PURCHASER(S) OF CONDOMINIUM
UNITS 23+24"

83- 209380

17

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 11-5-82, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce W. Mallia and William J. Mallia,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
DEBBIE KAY LANE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Exp. Oct. 21, 1984

Debbie Kay Lane
Notary Public

83- 209380

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 11-5-82, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Marjorie C. Mallin and Betty M. Mallin,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
DEBBIE KAY LANE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Exp. Oct. 21, 1984

Debbie Kay Lane
Notary Public

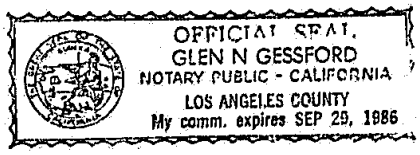
'83- 209380

19

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On OCTOBER 27, 1982, before, me the undersigned, a Notary Public in and for said State, personally appeared _____ MICHAEL SELLMER, known to me to be the VICE-President and ROBERT A. HUDSON, and known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.



Glen N. Gessford
Notary Public

83- 209380

20

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPTEMBER 16, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL G. BAKER AND BARBARA M. BAKER,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GLEN N. GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 21, 1982

Glen N. Gessford
Notary Public

83- 209380

21

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPTEMBER 20, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared JULIUS WAYNE REDDOCH, RICHARD E. THOMPSON AND WILLIAM D. MC MAN,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GLEN N. GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 21, 1982

Glen N. Gessford
Notary Public

83- 209380

12

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPTEMBER 20, 1982, before, me the undersigned, a Notary Public in and for said State, personally appeared _____ JOHN GREEN, known to me to be the _____ President and SYDELL A. WEST, and known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation 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.

OFFICIAL SEAL
GLEN N. GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 21, 1982

Glen N. Gessford
Notary Public

83- 209380

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPTEMBER 16, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENNA GAYE BREEDLOVE AND DWAIN ELDEHA BREEDLOVE,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GLEN N. GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP ^ 1982

Glen N. Gessford
Notary Public

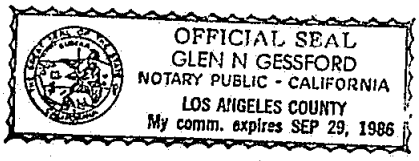
83- 209380

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPTEMBER 26, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENNA G. BREEDLOVE, AND SHARON M. COLDARY,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Glen N. Gessford
Notary Public

83- 209380

TO 442 C
(Partnership)

TI

STAPLE HERE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On OCTOBER 27, 1982,
before me, the undersigned, a Notary Public in and for said State, personally appeared

PAUL W. SALAY known to me
to be GENERAL PARTNER ~~of the partners~~ of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Glen N. Gessford

GLEN N. GESSFORD
Name (Typed or Printed)

OFFICIAL SEAL
GLEN N GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 29, 1986

(This area for official notarial seal)

83- 209380

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On DEC. 17, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared F. STEVEN LINK, KATHRYN LINK, AND FLOYD LINK,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GLEN N GESSFORD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires SEP 29, 1986

Glen N. Gessford
Notary Public

83- 209380

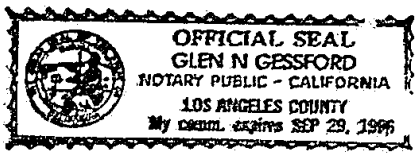
27

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On OCTOBER 27, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID L. CARPENTER, JAMES A. DODD, AND PAUL D. DESHLER,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

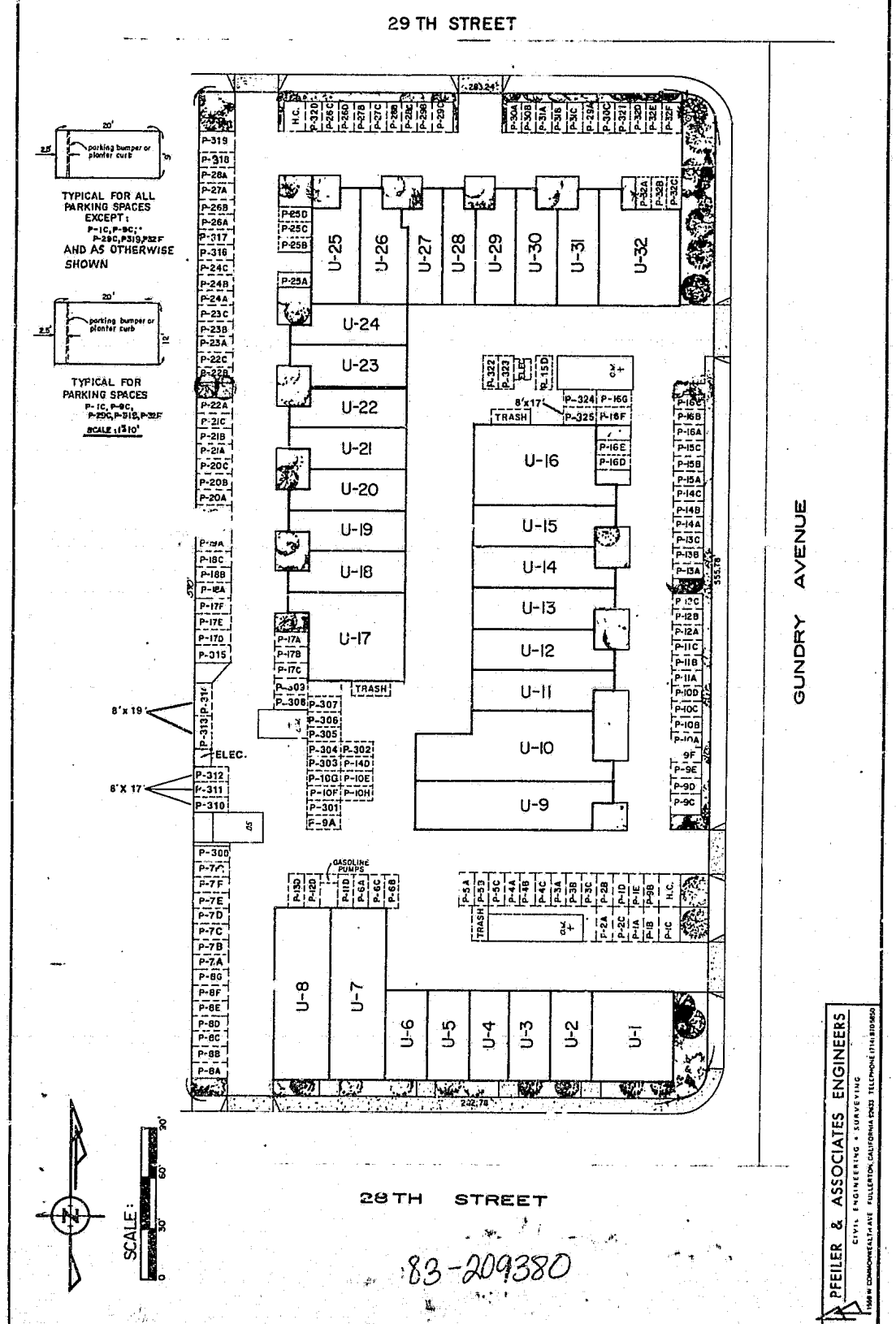


Glen N. Gessford
Notary Public

83- 209380

EXHIBIT "C" TO SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
REVISED PARKING SPACE ASSIGNMENT PLAN (REVISED 4/12/82)

SHEET OF SHEETS



83-209380

1983-209380 CCR 02-24-1983 Requested By: Perla.Espinoza, Printed: 10/15/2026 5:28 PM

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THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS FOR CARLSBERG BUSINESS PARK – SIGNAL HILL

This Third Amendment to Declaration of Restrictions for Carlsberg Business Park – Signal Hill ("Third Amendment") is executed by Carlsberg Business Park - Signal Hill Owners Association, a California nonprofit mutual benefit corporation ("Association").

PREAMBLE

A. Association is the association of owners of certain real property ("Properties") located in the City of Signal Hill, County of Los Angeles, State of California, described as follows:

> Parcel 1 as shown on Parcel Map 12547 filed in Book 137, Page 5, of Parcel Maps in the Office of the Los Angeles County Recorder.

B. The Properties are subject to a Declaration of Restrictions for Carlsberg Business Park – Signal Hill, which was recorded on May 28, 1981, as Instrument No. 81-528958, and amended by documents recorded on November 6, 1981, as Instrument No. 81-1102200, and February 24, 1983, as Instrument No. 83-209380 (collectively, the "Declaration"), all of the Official Records of Los Angeles County, California.

C. Article XVI, Section 6 of the Declaration authorizes amendment of the Declaration as contemplated herein upon approval of (a) fifty-one percent (51%) of the voting power of the Association, and (b) the City of Signal Hill.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article 1, Section 19 of the Declaration is hereby amended to read as follows:

Section 19. "Special Assessments" shall mean and refer to the charge against an Owner and his respective Condominium representing a portion of the cost (a) of reconstructing any damaged or destroyed portion or portions of the Common Area, (b) of constructing or installing any capital improvement to the Common Areas, (c) of reimbursing the Association for utility expense incurred by the Association as the result of extraordinary disproportionate use of such utilities by an Owner, or (d) of taking any extraordinary action for the benefit of the Common Area pursuant to the provisions of this Declaration of Restrictions recorded on the Project.

2. Article VI, Section 3(c) and (d) of the Declaration is hereby amended to read as follows:

(c) Except as otherwise provided in Article XI, Section 2 of this Declaration, maintain and repair all portions of the Common Area in a neat, clean, safe, attractive, sanitary and orderly condition at all times, except those portions set aside herein as Restricted Common Area. In the event any Unit Owner fails to maintain his respective Restricted Common Area in a neat, clean, safe, attractive, sanitary and orderly condition, the Association shall have the right, but not the duty, to maintain same, and if the Association shall maintain same it shall levy a special assessment for the cost of such maintenance against such Condominium. In the event any maintenance or repairs to the Common Area are required due to the willful or negligent acts or omissions of an Owner or Owners, the Association shall levy the cost of such repair and painting as a special assessment against the Condominium(s) of the responsible Owner(s);

(d) In addition to all other provisions set forth herein respecting the maintenance of the Common Area and except as otherwise provided in Article XI, Section 2 of this Declaration, maintain all storm drains, sanitary sewers, drains, driveways, exterior lighting facilities, utilities and open spaces within the Common Area in a condition comparable to the condition initially approved by the City;

3. Article VII, Section 4 of the Declaration is hereby amended by read as follows:

Section 4. Special Assessments for Capital Improvements.
(a) In any fiscal year, the Board of Directors may not, without the vote or written assent of a majority of the voting power of the Association residing members other than Declarant, levy Special Assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Except as provided in subsections (b) and (c) below, every Special Assessment shall be levied upon the same basis as that prescribed for the levying of regular Annual Assessments.
(b) A Special Assessment against Owners to raise funds for the reconstruction or major repair of the Condominium Buildings in the Project shall be levied on the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the square footage of floor area of all Units to be assessed.
(c) The provisions of this Section shall not be applicable in the case where the Special Assessment against an Owner is utilized by the Board of Directors to reimburse the Association for (i) costs incurred in bringing the Owner and/or his Condominium into compliance with the Articles of Incorporation, By-Laws, Declaration of Restrictions or the rules and regulations of the Association, or (ii) disproportionate usage of utilities that are not separately metered (provided, however, that the Association may, but need not, install sub-meters for utilities that are not separately metered in order to more accurately measure utility usage being made at each Condominium).

4. Article XI, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Maintenance by Owner. Subject to (a) the various provisions of this Declaration regarding maintenance of the Common Area by the Association and Architectural Control Committee approval and (b) Section 2 below, each Owner shall, at his sole cost and expense, maintain and repair his Condominium Unit, keeping the same in neat, safe, attractive, sanitary and orderly condition. Additionally, each Unit Owner shall, at his sole cost and expense, maintain his respective Restricted Common Area in a neat, clean, safe, sanitary and attractive, condition at all times. The Association shall be responsible for making and shall bear the cost of all structural repairs to the Restricted Common Area; provided, however, if such repairs are required due to the willful or negligent acts or omissions of the Owner, such Owner shall bear the cost

thereof. In the event any Owner shall fail to so maintain his Condominium Unit and/or Restricted Common Area, the Association shall have the right, but not the duty, to do so, and if the Association, acting at the discretion of the Board of Directors, does cause such maintenance work to be performed, the cost thereof (after notice and hearing) shall be assessed against said Condominium as a Special Assessment.

5. The Declaration is hereby amended by adding the following thereto as a new Article XI, Section 2 thereof:

Section 2. Sewer Line Maintenance. Notwithstanding any provision of this Declaration to the contrary, responsibility for maintenance, repair and replacement for sewer lines in the Project shall be allocated as follows:

(a) Those portions of sewer lines from the outlet thereof within the boundaries of a Unit to the point where the sewer line connects to a main sewer line shall be maintained, repaired and replaced by and at the expense of the Owner of such Unit; provided, however, that if such portion of a sewer line serves more than one (1) Unit, then the Owners of such Units shall share equally in the expense of such maintenance, repair and replacement, unless the need for such maintenance, repair or replacement is attributable to the conduct of specific Owner(s) (or parties for which such Owner(s) are responsible), who shall be financially responsible for the proportion of such expense made necessary by their conduct; and
(b) main sewer lines shall be maintained, repaired and replaced by and at the expense of the Association, except to the extent that the need for such maintenance, repair or replacement is attributable to the conduct of specific Owner(s) (or parties for which such Owners(s) are responsible), who shall be financially responsible to the Association for the proportion of such expense made necessary by their conduct, and which the Association may collect as a Special Assessment.

6. Article XIII, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner:

(a) In the event of damage or destruction to the Common Area (other than sewer lines, which shall be restored in accordance with Article XI, Section 2 of this Declaration) and the insurance proceeds are sufficient to effect total restoration, the Association shall, as promptly as is practical, cause the Common Area to be

repaired and reconstructed in a good workmanlike manner to its condition prior to such damage or destruction.

(b) If the insurance proceeds available are at least ninety percent (90%) of the estimated cost of total restoration and repair to the Common Area (other than sewer lines, which shall be restored in accordance with Article XI, Section 2 of this Declaration), the Association shall, as promptly as practical, cause such Common Area to be repaired and reconstructed in a good workmanlike manner to its condition prior to the destruction or damage, and the difference between the insurance proceeds and the actual cost shall be levied by the Association as a Special Assessment against each of the Owners based upon the ratio of the square footage of the floor area of the Condominium Unit to be assessed to the total square footage of the floor area of all Condominium Units to be assessed.

(c) If the insurance proceeds available are less than ninety percent (90%) of the estimated cost of total restoration and repair to the Common Area (other than sewer lines, which shall be restored in accordance with Article XI, Section 2 of this Declaration), the Owner shall, by the written consent or vote of a majority of the Owners, determine whether (i) to rebuild and restore the Common Area as promptly as practical to its condition prior to the damage or destruction, and to raise the necessary funds over and above the insurance proceeds available by levying assessments against all Condominiums based upon the ratio of the square footage of the floor area of the Condominium Unit to be assessed to the total square footage of the floor area of all Condominium Units to be assessed; (ii) to rebuild and restore the Common Areas in a way which utilizes all available proceeds and an additional amount not in excess of ten percent (10%) of the estimated cost of total restoration and repair to the Common Area, and which is assessable to all Condominiums as provided in subsection (i) hereinabove, but which is less expensive than rebuilding and restoring the Common Area to its condition prior to the damage or destruction; or (iii) to not rebuild and to distribute the available insurance proceeds to the Owners (and their respective mortgagees as their interest may appear) based upon the respective fair market value of each Condominium as determined by a qualified professional real estate appraiser, and subject to the limitations set forth in the Article herein entitled "Mortgagee Protection"; provided, however, that unless the City shall agree to the contrary, it shall be the obligation of the Association and each of the Owners to rebuild the private streets, utilities and open spaces, at least to the extent said streets, utilities and spaces were accepted initially by the City.

(d) In the event the Association shall determine not to rebuild a portion of the Common Area damaged or destroyed, such Common Area shall be cleared and landscaped and the cost thereof shall be paid for with the available insurance proceeds.

7. Article XIII, Section 3 of the Declaration is hereby amended to read as follows:

Section 3. Restoration and repair of any damage to the interior of any individual Condominium Units, including, without limitation, all fixtures, cabinets, furniture and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Unit so damaged. In the event of a determination to rebuild that portion of the Common Area so damaged or destroyed, such interior repair and restoration shall be completed as promptly as practicable in a lawful and workmanlike manner, and in accordance with the plans approved by the Board or its designated Architectural Control Committee as provided for in this Declaration. Notwithstanding any provision of this Declaration to the contrary, the Association shall not be liable for damage to any property resulting from any cause emanating from any place, unless such damage is caused by the gross negligence of the Association, its officers, its Board of Directors. or its management agent.

8. Except as expressly modified herein, the capitalized terms in this Third Amendment shall have the same meanings as are given such terms in the Declaration. Except as amended herein, the Declaration is hereby ratified and confirmed by Association.

This Third Amendment has been executed on October 28, 2015.

The undersigned officers of the Association hereby certify that this Third Amendment has been approved by the requisite percentage of the Association's voting power and the City of Signal Hill, as set forth in Paragraph C above.

[signatures on following page]

Dated: Oct 28th, 2015

CARLSBERG BUSINESS PARK - SIGNAL HILL OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation

By: Larry T Blunden

Its: President

By: Barbara Bagen

Its: Secretary

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On 28 Oct 2015, 2015, before me, William J Cheney, Notary Public, personally appeared Larry T Blunden and Barbara Baker, 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.

WILLIAM J. CHENEY
Commission # 2003444
Notary Public - California
Los Angeles County
My Comm. Expires Feb 5, 2017

Notary Public in and for said State

(SEAL)