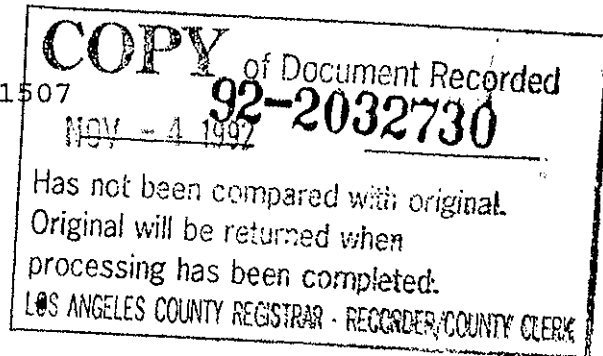


Recording Requested By
and When Recorded Mail To:

Daniel C. Shapiro, Esq.
WOLF, RIFKIN & SHAPIRO
11400 West Olympic Boulevard
Ninth Floor
Los Angeles, California 90064-1507



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

for

NORTHRIDGE GARDENS TOWNHOMES

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

for

NORTHRIDGE GARDENS TOWNHOMES

The following Amended and restated Declaration of Covenants, Conditions and Restrictions is made this ³⁰ day of ~~October~~ October, 1992, by NORTHRIDGE GARDENS HOMEOWNERS ASSOCIATION, a California non-profit mutual benefit corporation, to amend in full that certain former Declaration of Covenants, Conditions, and Restrictions establishing a plan of Condominium Ownership recorded on December 16, 1977, as Instrument No. 77-1388522, in the Office of the County Recorder of Los Angeles County, State of California, along with all subsequent amendments thereto (the "Original Declaration"), which Original Declaration is hereby canceled and revoked in its entirety:

A. The real property which is the subject of this Declaration is described as follows:

Lot 1 of Tract 31837, as per Map thereof recorded on October 11, 1977, in Book 884, Page 38/39, in the Office of the County Recorder of Los Angeles County, California.

B. The Project has been improved by the construction thereon of One Hundred Twenty-Nine (129) Condominium Units and appurtenances, known as "NORTHRIDGE GARDENS TOWNHOMES" which Units and appurtenances have been sold and conveyed to various individuals subject to the basic protective restrictions, conditions, covenants, reservations, liens and charges set forth in the Original Declaration.

NOW, THEREFORE, it is hereby declared that all of the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions, restrictions, reservations, liens and charges, all of which are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and every part and portion thereof. All of said limitations, covenants, conditions, reservations, liens, charges and restrictions are hereby established and imposed upon the Units, and each of them, and upon the Project, for the benefit of the Project and each and every individual Unit and Condominium described and of each Owner and the owners of an interest of any kind or character in the Project or any portion thereof.

All of said limitations, covenants, conditions, reservations, liens, charges and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Project or any part thereof, whether as sole owners, joint owners, lessees, tenants, occupants, or otherwise. Each and all of said limitations, covenants, conditions, restrictions, reservations, liens and charges shall be deemed to be, and shall be construed as equitable servitudes, enforceable by any of the owners of any of the Condominiums or any interest in the Project against any person bound thereby or subject thereto, and shall be enforceable by the Association through its Board or the Board's duly appointed representatives against any such person.

ARTICLE I DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

Section 1 - Articles. The Articles of Incorporation of the Association, as the same may be amended, modified or changed from time to time.

Section 2 - Association. A California non-profit mutual benefit corporation, consisting of all Owners of Condominiums in the Project, and known as NORTHRIDGE GARDENS HOMEOWNERS ASSOCIATION. Each Owner shall be and become a member of the Association contemporaneously with his or her acquisition of a Unit.

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

Section 4 - Bylaws. The duly adopted Bylaws of the Association as the same may be amended, changed or modified from time to time.

Section 5 - Common Areas. The entire Project, including any annexations thereto, excepting those portions thereof which lie within the boundaries of a Unit, as hereinbelow defined.

Section 6 - Condominium. A Condominium as defined in Section 783 of the California Civil Code, and shall be an estate in real property consisting of (a) a separate fee interest in the space within a Unit, and (b) an undivided interest as a tenant in common in the Common Areas. Additionally, each Owner of a Condominium shall receive a membership in the Association.

Section 7 - Condominium Plan. The plan prepared and executed in respect to the Project, in the City of Los Angeles, County of Los Angeles, pursuant to Sections 783 and 1351, et seq., inclusive, of the California Civil Code.

Section 8 - Declaration. This Amended and Restated Declaration of Covenants, Conditions and Restrictions as the same may be amended, changed or modified from time to time.

Section 9 - Exclusive Use Common Area. "Exclusive Use Common Area Project" shall mean those portions of the Common Area which serve the interests of one or more, but less than all, of the Owners. The Unit or Units benefitted by each respective Exclusive Use Common Area shall be solely responsible for its maintenance.

Section 10 - FHA. FHA shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate.

Section 11 - FHLMC. FHLMC shall mean the Federal Home Loan Mortgage Corporation (also known as the Mortgage Corporation) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporation.

Section 12 - FNMA. FNMA shall mean the Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

Section 13 - GNMA. GNMA shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successors to such association.

Section 14 - Manager. The managing agent, if any, whether individual or corporate, retained by the Board pursuant to a written contract and charged with the maintenance and upkeep of the Project.

Section 15 - Mortgage. Mortgage shall mean any mortgage or deed of trust or other conveyance of a Condominium or other portion of the Properties to secure the performance of an obligation, which conveyance will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used shall be synonymous with the term "Mortgage".

Section 16 - Mortgagee. Mortgagee shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust; "mortgagor" shall mean a Person who mortgages his or its property to another (*i.e.*, the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the terms "Mortgagor," and the term "Beneficiary" shall be synonymous with the term "Mortgagee". A "mortgage" shall also mean an installment sales contract as to a Condominium or other portion of the development entered into under and pursuant to Article 3, Chapter 6, Division 4 of the California Military and Veterans Code whereunder The Department of Veterans Affairs of the State of California ("DVA") is Seller (a "Cal-Vet" contract.) The term "mortgagee" shall include the beneficiary under a deed of trust and the DVA under a Cal-Vet contract.

Section 17 - Notice and Hearing. Notice and Hearing shall mean written notice and a hearing before the Board, as applicable, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at the Owner's expense, in a manner further provided in the Bylaws.

Section 18 - Owner. The record Owner or Owners, if more than one, of a Condominium in the Project, excluding those persons or entities having such interest merely as security for the performance of an obligation.

Section 19 - Project. The entire property as divided into Condominiums, including all structures and improvements thereon, the Units, and the Common Area, which Project is commonly known as "NORTHRIDGE GARDENS TOWNHOMES".

Section 20- Unit. The elements of a Condominium which are not owned in common with the other Owners of other Condominiums. The boundaries of a Unit shall be the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each Unit, where they exist, and otherwise to the vertical or horizontal planes at the limits of the dimensions as shown on a Condominium Plan that has been, or will be, filed pursuant to Section 1351 of the California Civil Code, in the Office of the County Recorder of Los Angeles County. The Unit shall include both the portions of the building so described and the airspace so encompassed. In interpreting deeds and plans, the existing physical boundaries of a Unit, reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be its boundaries, rather than metes and bounds, or other description, expressed in the deed or plan, regardless of settling or lateral movement of buildings and regardless of minor variance between boundaries shown on the plan or in the deed and those of a building. The following are not part of the Unit: bearing walls, columns, floors, roofs, slabs, foundations, common stairways and hallways, reservoirs, tanks,

pumps, patio surfaces and structures, and other central services, equipment, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located (except the outlets thereof when located within the Unit).

Section 21 - VA. VA shall mean the Veterans Administration of the United States of America and any department or agency of the United States government which succeeds to the VA's function of issuing guarantees of notes secured by mortgages on residential real estate.

ARTICLE II DESCRIPTION OF LAND AND IMPROVEMENTS

The Project is legally described in Recital A on the first page of this Declaration and has within its boundaries the various Units and the Common Area as shown and described on the Condominium Plan. The above description is intended for information purposes only. In the event of any conflict between the description of the Project as set forth in this Declaration and the Condominium Plan, the Condominium Plan shall be deemed conclusively to control over the description set forth herein.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 1 - Management of Project. The common business affairs and management of the Project shall be conducted by the Association and its successors and assigns.

Section 2 - Qualifications for Membership. Each Owner of a Condominium shall be a member of the Association. No Owner shall have more than one (1) membership in the Association. If a given Condominium is owned by more than one Owner, all such Owners shall be members of the Association. Ownership of a Condominium within the Project shall be the sole qualification for membership in the Association.

Section 3 - Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Condominium giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer shall be null and void. Any transfer of title to a Condominium shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE IV
VOTING RIGHTS

Section 1 - Voting Rights. The Association shall have one class of voting membership, consisting of all those Owners as defined in Article I. All members shall be entitled to one vote for each Unit in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Unit, all such persons shall be members. If there is any inconsistency between this Declaration and the Bylaws regarding voting, this Declaration shall apply in lieu of the specific section(s) of the Bylaws. Each Condominium, regardless of the number of Owners thereof, shall be represented in the Association by only one (1) vote which may be cast only as a Unit by the Owner or Owners thereof. Except as otherwise provided in this Declaration, whenever this Declaration or the Bylaws require the vote, assent or presence of a stated number of Owners or members entitled to vote on a matter or at a meeting with regard to the taking of any action or any other matter whatsoever, the provisions of this Article IV and Section 2(c) of Article V hereof shall govern as to the total number of available votes, the number of votes an Owner is entitled to cast at any meeting, and the manner in which the vote attributable to a Condominium having more than one Owner shall be cast.

Section 2 - Joint Owner Disputes. The vote for each Condominium may be cast only as a Unit, and fractional votes shall not be allowed or counted. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Condominium, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Condominium. In the event more than one (1) vote is cast for a particular Condominium, none of said votes shall be counted and all of said votes shall be deemed void.

Section 3 - Cumulative Voting. In any election of members of the Board the vote attributable to a given Condominium may be cumulated by the Owner thereof entitled to cast such vote so as to give one candidate, or divide among any number of candidates, a number of votes equal to an Owner's vote times the number of directors to be elected. Candidates receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected.

Section 4 - Removal of Directors. The entire Board or any individual director may be removed from office in the manner provided in the Bylaws; provided, however, that unless the entire Board is removed, no individual director shall be removed if the number of votes cast against his removal would be sufficient to

elect such director if voted cumulatively at an election at which the same total number of votes were cast and the entire number of directors authorized at the time of such director's most recent election were then being elected.

ARTICLE V
RIGHTS IN THE COMMON AREA

Section 1 - Percentage and Transfer of Undivided Interests in Common Area. An equal undivided one-one hundred twenty-ninth (1/129th) fractional interest in the Common Area is a component of each Condominium and shall be conveyed along with each Unit. Each Condominium shall also include any exclusive easements appurtenant to the Unit in question as may be set forth in the Condominium Plan and/or the original deed to the Unit in question.

Section 2 - Owner's Easement of Enjoyment. For the benefit of all of the Unit Owners in the Project, there shall, except as otherwise expressly set forth herein, be non-exclusive reciprocal easements of access to, use and enjoyment of, and ingress and egress through all of the Common Area portions of the Project. Such easements may be used by all Unit Owners and the members of their families, their servants, guests, tenants and invitees, for pedestrian walkways, vehicular access and such other purposes reasonably necessary to the use and enjoyment of the Units and the Common Area portions of the Project, including all recreational facilities in the Common Area portions of the Project. Such easements shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Board to establish uniform Rules and Regulations on behalf of the Association pertaining to the use of the Common Area; including, but not limited to, the regulation of parking, restrictions on the number of guests, rules regarding hours of use and other matters relating to the use and enjoyment of such areas and the facilities and fixtures located thereon.

(b) The right of the Board, in accordance with the Bylaws, to borrow money and pledge the right to collect assessments for the purpose of improving the Common Area and facilities thereon.

(c) The right of the Board to suspend an Owner's voting rights and/or the right of an Owner and/or his guests, servants, family members, tenants or invitees to use the recreational facilities located within the Common Area for the period during which any assessment against such Owner's Condominium remains unpaid and delinquent, and, for a period not to exceed thirty

(30) days for any other infraction of this Declaration, the Bylaws or the published Rules and Regulations and/or his guests, servants, family members, tenants or invitees.

(d) The right of the Board, in its discretion, to grant easements and licenses in, over, on and through the Common Area for the purpose of improving the Common Area or otherwise benefiting the Association.

Section 3 - Waiver of Use. No Owner may waive or otherwise escape liability for any assessments provided for by this Declaration or otherwise duly and properly levied by the Board in accordance with this Declaration, nor release the Condominium owned by him from the liens and charges hereof, by non-use of the Common Area and the facilities thereon, or any part thereof, or by abandonment of his Condominium.

Section 4 - Additional Provisions Relating to Common Area. The Owners covenant and agree as follows:

(a) That the Common Area shall remain undivided; and no Owner shall bring any action for partition except as provided in this Declaration, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project.

(b) In the event that any improved part of the Project is partially or totally destroyed and then rebuilt, the Owners agree that minor encroachments of parts of the Common Area onto any portion of any Unit due to construction shall be permitted and that valid easements for said encroachments and the maintenance thereof shall exist.

(c) That a non-exclusive easement for support through the Common Area is appurtenant to each Unit and the Common Area is subject to such easements.

(d) That except as otherwise set forth in this Declaration, the Association shall have the responsibility to manage and maintain all of the Common Area, including, but not limited to, the common walkways, common driveways, recreational facilities, landscaping, and the exterior surfaces of each building located within the Project, and such maintenance shall be of a high quality so as to keep the entire Project in a first-class condition and in a good state of repair.

(e) Each Condominium shall be, by its Owner(s), subject to any and all easements of record at the time of the initial conveyance of such Condominium to an Owner, including but not limited to easements for the use and benefit of the several authorized public and/or other utilities which may be include, but not to be limited to, easements for cable television, sanitary sewers, water, gas, electrical and drainage facilities. No Owner shall damage or interfere with the installation and

maintenance of such utilities, or in any manner change the direction or flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easements.

ARTICLE VI
COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

Section 1 - Creation of Lien and Personal Obligation of Assessment. Each present and future Owner of any Condominium within the Project, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association: (1) Regular Monthly Assessments or charges, which shall include the amount necessary to establish an adequate reserve fund for maintenance, repairs and replacement of those Common Area improvements that must be replaced on a periodic basis, (2) Special Assessments for capital improvements, (3) Emergency Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (4) any other cost, charge or assessment designated herein as a Special Assessment. Every assessment provided for in this Declaration, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Condominium against which each such assessment is made, which lien shall be created and enforced in accordance with the provisions of this Article VI. Each such assessment, together with late charges, interest, costs, penalties, and reasonable attorneys' fees, as provided for by this Declaration, shall also be the joint and several personal obligation of each person who was an Owner of such Condominium at the time when such assessment became due.

Section 2 - Basic Maximum Amount of Regular Monthly Assessment.

(a) Regular Monthly Assessment. Until changed as herein provided, the Regular Monthly Assessment per Condominium per month shall be the amount having been assessed on the date of the recordation of this Declaration. The total estimated common expenses shall be divided among, assessed and charged to and against the individual Owners and their Units as stated in Section 12 below.

(b) Change of Monthly Assessment by Board. From and after the first day of each fiscal year, the Regular Monthly Assessment may be increased by the Board without a vote of the members of the Association, effective no sooner than the first day of the fiscal year in which the increase occurs; provided that any such increase shall not be more than twenty percent (20%) of the Regular Monthly Assessment in effect during the

previous fiscal year, and provided that the Board gives written notice of such increase to each Owner at least thirty (30) days in advance of the commencement of such increase. In the event the amount budgeted to meet common expenses for any current year proves to be excessive in light of the actual common expenses, the Board, in its discretion, may either reduce the amount of the Regular Monthly Assessments or may abate collection of such Assessments, as it deems appropriate. All Regular Monthly Assessments shall continue in effect until the end of the fiscal year during which they become effective, and for each fiscal year thereafter unless increased or decreased in accordance with this Declaration.

(c) Increase by Member's Vote. From and after the first day of each fiscal year, the Regular Monthly Assessment may be increased by the Board in an amount greater than provided for in subsection (b) of this Section 2, effective no sooner than the first day of the fiscal year in which the increase occurs; provided that any such change shall first be approved by at least a majority of a quorum of Owners entitled to vote and present in person or by proxy at a meeting duly called for such purpose or voting in a written election. Notice of increase pursuant to this Section 2(c) shall be given by the Board to each Owner at least thirty (30) days in advance of the commencement of such increase. Any such increase shall be borne pursuant to Section 12 of this Article VI.

Section 3 - Special Assessments. In addition to the Regular Monthly Assessments authorized above, the Board may levy, during any fiscal year, Special Assessments as further set forth herein. Any Special Assessments levied pursuant to Sections 4 or 5 of this Article VI may be levied by the Board provided that any Special Assessments (other than certain Emergency Special Assessments which comply with the definition of an Emergency Assessment as set forth in Section 1386 of the California Civil Code) which aggregate in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year must first be approved by the vote of at least a majority of a quorum of Owners entitled to vote and present, in person or by proxy, at a meeting duly called for such purpose or voting in a written election. Any Special Assessment levied pursuant to Section 4 or 5 hereof shall be borne pursuant to Section 12 of this Article VI.

Section 4 - Special Assessments for Emergency Needs.

(a) In the event the Board shall determine that its budget for any current month is, or will become, inadequate to meet all expenses hereunder for any reason, including non-payment of any Owner's assessments on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental budget, with appropriate notations as to

the reasons therefor, and levy an Emergency Special Assessment for the amount required to meet all such expenses on a current basis against the Owners of all Condominiums. If such Emergency Special Assessment is made pursuant to this Section it is also made pursuant to Section 1366 of the California Civil Code for any of the following reasons, there shall be no limitation on the amount of such assessment and no Owner approval thereof shall be required:

(1) The assessment is made to meet an extraordinary expense required by an order of a court;

(2) The assessment is made to meet an extraordinary expense necessary to repair or maintain the Project or any part of the Project for which the Association is responsible where a threat to personal safety or property is discovered; or

(3) The assessment is made to meet an extraordinary expense necessary to repair or maintain the Project or any part thereof for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget pursuant to Section 1365 of the California Civil Code. Prior to the imposition or collection of an assessment pursuant to this Section 4(a)(3), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the members along with notice of the Emergency Special Assessment in question.

Section 5 - Special Assessments for Maintenance Purposes. In addition to the other Special Assessments authorized herein and subject to the restrictions set forth in Section 3 of this Article VI, the Board may levy, during any fiscal year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair, improvement or replacement of any portion of the Common Area and personal property attached, affixed or related thereto.

Section 6 - Insurance Proceeds Unavailable. In the event the proceeds of insurance obtained by the Association are paid to any Mortgagee of a Unit and by reason of such payment, said insurance proceeds are not made available to the Association as trustee or otherwise to effect any repair, reconstruction or restoration of any damage and/or destruction to all or any portion of the Project as provided herein, then the amount of such proceeds not made available shall be assessed and charged solely to and against the Owner of such Unit and his Condominium as a Special Assessment. Said Special Assessment shall be made

by written notification from the Board to the Owner or Owners against whom made and shall be payable in full to the Association, as trustee, within sixty (60) days following such notice.

Section 7 - Owner's Failure to Maintain Unit or Exclusive Use Common Area. In the event any Owner fails to maintain or repair the interior of his Unit or any portion of Exclusive Use Common Area property which said Owner is required to maintain or repair pursuant to this Declaration, and the Board causes such maintenance and/or repair to be performed in accordance with the provisions hereof, all costs and expenses incurred in connection with such work, maintenance and/or repairs shall be immediately assessed and charged solely to and against such Owner and his Unit as a Special Assessment. Said Special Assessment shall be made by written notification from the Board to the Owner and shall be payable in full to the Association within thirty (30) days following such notice.

Section 8 - Damage to Common Area. In the event of any damage or destruction to any portion of the Common Area caused by any negligent or malicious act or omission of any Owner, any member of his family or his guests, tenants, servants, employees, agents or invitees, the Board shall immediately cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not covered or reduced by insurance proceeds paid to or received by the Association) shall be assessed and charged solely to and against said Owner and his Unit as a Special Assessment. Said Special Assessment shall be made by written notification from the Board to the Owner and shall be payable in full to the Association within thirty (30) days following such notice.

Section 9 - Act Increasing Insurance Premiums. In the event any act or omission of any Owner, any member of his family, or any of his guests, servants, employees, agents or invitees, shall increase the premiums for any insurance policy purchased or obtained by the Association for the benefit of the Project and the residents thereof, the amount of said increase shall be assessed and charged solely to and against such Owner and his Unit as a Special Assessment. Said Special Assessment shall be made by written notification from the Board to the Owner and shall be payable in full to the Association at least ten (10) days in advance of the date or dates for the payment of such increased insurance premiums, or within ten (10) days following such notice, whichever is later.

Section 10 - Monetary Penalties. Any monetary penalty assessed against an Owner in accord with the terms of this Declaration shall be deemed to be a Special Assessment and shall be payable in full by the Owner against whom it is charged within thirty (30) days after the Board has made a final decision to

charge said monetary penalty in accord with the Notice and Hearing provisions set forth in the Bylaws.

Section 11 - Other Special Assessments Authorized By This Declaration. In addition to the Special Assessments hereinabove authorized by this Section, whenever in this Declaration it is provided that the Association shall have the right to assess a cost or expense against an Owner and his Unit as a Special Assessment, said Special Assessment shall be payable in full to the Association within thirty (30) days from such notice, or within such extended period as the Board shall determine shall be applicable to any such Special Assessment.

Section 12 - Rate of Assessment. Regular Monthly Assessments, and any Special Assessments levied pursuant to Sections 4 and 5 of this Article VI, shall be fixed at an equal rate for each Condominium.

Section 13 - Due Dates. Regular Monthly Assessments shall be due and payable in advance on the first day of each month regardless of the lack of any monthly notice thereof. Except as provided elsewhere herein, or otherwise determined by the Board, Special Assessments shall be due and payable within thirty (30) days from the date written notice thereof is given by the Board.

Section 14 - Maintenance and Reserve Fund. All assessment charges collected shall be properly deposited in at least two (2) separate commercial and/or savings accounts in a federally insured bank and/or savings and loan association selected by the Board, which accounts shall be clearly designated in the name of the Association. The Association shall maintain at least one (1) such account for maintenance and operating funds and at least one (1) other such account for deferred capital maintenance and other reserve funds. The Board shall have control of said accounts, and shall be responsible to the Owners for the maintenance of accurate records thereof at all times. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the Project as specified in the annual budget and the Board shall allocate a portion of said funds as collected as a reserve for contingencies, replacement and deferred maintenance of the capital improvements of the Project as specified in the annual budget. Said funds shall be deposited, as allocated, into the appropriate bank accounts. Upon sale or transfer of any Unit, the Owner's interest in the trust funds shall be deemed automatically transferred to the successor or transferee of such Owner. In the event that the Board retains a professional management service, the Board may delegate the authority to deposit or transfer funds to other Association accounts to responsible representatives of the professional management agent so retained. Said professional management agent may additionally be authorized to establish a

common trustee account for deposit of assessments as collected. Any funds deposited in such a common trustee account shall be allocated as previously specified herein.

Section 15 - Effect of Nonpayment of Assessments; Lien Rights; Remedies of Association. Every Owner shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further to agree to the enforcement of such assessments in the manner provided for in this Declaration.

(a) Delinquency. Any assessment provided for in this Declaration which is not paid when due shall become delinquent on the fifteenth (15th) day after the date on which such assessment is due (the "date of delinquency"). A late charge of \$10.00 or ten percent (10%), whichever is greater (or the maximum amount allowed by law, if greater), shall be payable with respect to each delinquent assessment not paid prior to the date of delinquency. Assessments not paid within forty-five (45) days after the date upon which they are due shall thereafter bear interest at the rate of twelve percent (12%) per annum (or the maximum amount allowed by law, if greater) from the date upon which they were due; and the Board, its attorney or other authorized representative may, at its option, at any time after such forty-five (45) day period, and in addition to any other remedies provided herein or by law or in equity, enforce the obligation to pay assessments in any manner provided by law or in equity, and without limiting the generality of the foregoing, by any or all of the following procedures:

(i) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of twelve percent (12%) per annum (or the maximum amount allowed bylaw, if greater) from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorney's fees in such amount as the Court may award. Suit to recover a money judgment for unpaid assessments shall be maintainable by the Board, or its authorized agent, without foreclosing or waiving the lien herein provided for.

(ii) Enforcement of Lien. The Board or its authorized representative, may proceed to record, or cause to be recorded, a notice of assessment with respect to the Condominium as to which assessments are delinquent as provided by Section 1366 of the California Civil Code as the same may be amended, modified or superseded from time to time. Such notice of assessment shall be recorded in the office of the County Recorder of the county in which such Condominium is located and shall set

forth all assessments which have become delinquent as of the date of recordation thereof, together with all costs (including reasonable attorneys' fees), and all late charges and interest accrued thereon. The notice of assessment shall also set forth a description of the Condominium with respect to which it is recorded, the name of the record Owner thereof and, if the lien is to be enforced by power of sale under non-judicial foreclosure proceedings, the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice of assessment shall be signed by any officer or other authorized representative of the Association. Immediately upon recordation of a notice of assessment pursuant to the provisions of this paragraph, the amounts set forth in said notice of assessment shall be and become a lien upon the Condominium described in the notice of assessment, which lien shall also secure all other assessments which shall become due and payable with respect to the Condominium as to which the notice of assessment was recorded following the date of recordation of the notice of assessment, together with all costs (including reasonable attorneys' fees), and all late charges and interest whether accruing thereon, or accruing on the delinquent assessments set forth in the notice of assessment. The lien so created may thereafter be enforced by sale of the Condominium as to which the lien is created by the Board, its attorney, or other person authorized by the Board to make the sale, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner which may be permitted by law. The Board, or its duly authorized representative, on behalf of the Association, shall have the power to bid on and purchase the Condominium at foreclosure sale and hold, use, lease, encumber and convey the same.

(b) Curing of Default. Upon the timely payment, or other satisfaction, of all delinquent assessments set forth in a notice of assessment recorded in accordance with this Article VI and all other assessments which have become due and payable with respect to the Condominium as to which such notice of assessment was recorded following the date of such recordation, together with all costs (including reasonable attorneys' fees), and all late charges and interest which have accrued thereon, the Board shall cause to be recorded a further notice stating the satisfaction and release of the lien created by the notice of assessment. A reasonable fee covering the cost of preparation and recordation of the notice of satisfaction and release (including any reasonable attorneys' fees) shall be paid to the Association prior to the execution and recordation of such notice of satisfaction and release. The notice of satisfaction and release of the lien created by the notice of assessment shall be executed by any officer or authorized representative of the Association. For the purposes of this paragraph (b) and the

provisions of subparagraph (ii) of paragraph (a) of Section 15 of this Article VI, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the notice of assessment and in efforts to collect the delinquent assessments secured by the lien created by the notice of assessment, and shall also include a reasonable sum for attorneys' fees actually incurred.

(c) Additional Costs Secured by Lien. In the event the lien created is foreclosed judicially by action in Court, reasonable attorneys' fees and court costs as the Court may award, title search fees, interest at the rate of twelve percent (12%) per annum from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the extent permitted by law.

(d) Notice of Creation of Assessment Lien. Notwithstanding anything contained in this Declaration, no action shall be brought to foreclose any lien created pursuant to the recordation of a notice of assessment, whether judicially, by power of sale, or otherwise, less than ten (10) days after the date that a copy of the notice of assessment, showing the recording date thereon, is deposited in the United States mail, postage and fees prepaid, addressed to each of the Owners of the Condominium as to which the notice of assessment relates at the address provided for by this Declaration for the giving of notice to an Owner.

(e) Priority of Lien. The lien created pursuant to this Declaration upon the recordation of a notice of assessment shall be prior and superior to all liens except (i) all taxes, bonds, assessments and other similar devices which by law would be superior thereto, and (ii) as set forth in Section 16 of this Article VI.

(f) Rights of Board; Waiver by Owners. Each Owner hereby vests in and delegates to the Board or its duly authorized representatives the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise, against any Owner or Owners for the collection of delinquent assessments in accordance herewith and hereby expressly waives any objection to the enforcement in accordance with this Declaration of the obligation to pay assessments as set forth in this Declaration.

Section 16 - Priority of Assessment Lien. The lien of the assessments, interest thereon and costs of collection (including attorneys' fees) as provided for herein, shall be subordinate to the lien of any first Mortgage upon any Condominium. The sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall not

affect the assessment lien; however, the sale or transfer of any Condominium pursuant to a Mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from lien rights for any assessments thereafter becoming due. Where the beneficiary of a first Mortgage of Record or other purchaser of a Condominium obtains title through judicial or nonjudicial foreclosure of the first Mortgage, the person who acquires title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such person. Such unpaid share of common expenses and assessments shall be deemed to become common expenses collectible from all of the Condominiums, including the Condominium belonging to such person and his successors and assigns.

Section 17 - Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, and to the extent of any first deeds of trust, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of California now in effect, or in effect from time to time hereafter.

Section 18 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, their guests and invitees, and in particular shall be used for the purpose of improving, protecting, operating and maintaining the Common Area and the facilities, improvements, landscaping and structures located thereon, and providing for the acquisition and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Area and the Units, and otherwise providing for the performance by the Board of each and every of the powers and duties of the Board.

Section 19 - Disclosure. Within ten (10) days of the delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (i) whether to the knowledge of the Association, the Owner or the Owner's Condominium is in violation of any of the provisions of this Declaration, the Articles, Bylaws or Association Rules and Regulations; (ii) the amount of Regular Monthly and Special Assessments, including installment payments, paid by the Owner during the fiscal year in which the request is received; (iii) the amount of any assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest, or costs of collection that as of the date of the statement are or may be made a lien against the Owner's Condominium as provided by the

Declaration, the Articles, Bylaws, or the Association Rules and Regulations.

Section 20 - Transfer Fee. Each Owner shall be required to pay the Association a transfer fee upon each transfer of a Unit. This transfer fee shall be in an amount which reimburses the Association for its actual costs in documenting and otherwise providing for said transfer. For purposes of this Section 20 a "transfer" shall be defined to include the following: the sale of a Unit, the lease of a Unit to a new tenant, or the sublease of a Unit by an existing tenant to a subtenant.

Section 21 - Commingling. Subject to the other provisions hereof, all sums received or collected by the Association from assessments or otherwise, together with any interest charges attributable thereto, may be commingled in a single fund and without the necessity of a specific accounting for each element for which any such assessment was made. Any interest payable with respect to any funds deposited by the Association or Board in a federally insured bank or savings and loan association shall be applied to reduce expenses of the Association for the next fiscal year. No Owner shall have the right to receive interest on any such funds deposited.

ARTICLE VII USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Project and each Unit therein and the Common Area is subject to the following:

Section 1 - Business Usage Prohibited. None of the Units shall be used except for private single family residential purposes, except that any garage may be used solely for the parking of private passenger vehicles, but in no event shall be converted to any type of residential or living quarters or used for storage purposes. No part of the Project or Condominiums therein shall ever be used or caused to be used, or allowed or authorized in any way, directly or indirectly, to be used for any business, commercial, manufacturing, mercantile, vending, transient, hotel or other nonresidential purposes. "Hotel or other nonresidential purposes", as used in the immediately preceding sentence shall include:

- (i) rental for a period of less than thirty (30) days;
- (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food

and beverage, maid service, furnishing laundry and linen, and bellboy service; or

(iii) any "home swap" or time share arrangements.

Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease same, provided that the lease is made subject to this Declaration and further subject to the Bylaws and any Rules and Regulations pertaining to the Project adopted by the Association, as the same may from time to time be amended.

Nothing set forth in this Section 1 shall prohibit any Owner from operating a home office so long as the use of such home office:

(i) is in compliance with all applicable governmental regulations;

(ii) is merely incidental to the use of any Condominium as a residence;

(iii) does not involve employees working in the Unit or the manufacture, production or storage of goods in, or the marketing, sale or distribution of goods from the Unit; and

(iv) no patrons or clients of any such business regularly visit the Unit or park their vehicle in any part of the Project.

Section 2 - Signs. Except for the signs approved in writing by the Board, no signs, decoration, painting or advertisement of any kind shall be displayed in the public view on or about the exterior of any Unit, or the interior of any window of any Unit. Notwithstanding anything to the contrary stated herein, the Association shall not have the right to limit any rights of any person pursuant to Sections 712 and 713 of the California Civil Code.

Section 3 - Maintenance of Unit and Exclusive Use Common Area.

(a) Each Condominium Owner shall have the exclusive right, at his sole cost and expense, to paint, repaint, tile, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, partitions, ceilings, windows and doors bounding his own Unit, and at his sole cost and expense, to substitute new finished interior surfaces in place of those existing on said walls, floors, partitions, ceilings, windows and doors. Each Unit Owner shall maintain and repair his Unit and keep his Unit in a clean, sanitary and attractive condition.

(b) In addition to the rights and duties set forth in Section 3(a), above, each Owner shall also be responsible for the maintenance, repair and replacement of the following Exclusive Use Common Area property elements appurtenant to his Unit: the interior surfaces of windows and doors (whether glass, screen or otherwise, including garage doors) enclosing his Unit; all plumbing and electrical systems exclusively servicing his Unit and located from the angle stop to the plumbing fixture and from the breaker box to the electrical fixture or outlet, as the case may be; heating; water heaters; telephone wiring; ranges; fireplaces; and air conditioning equipment located within or connected with his Unit.

(c) Each Owner shall have complete discretion as to choice of furniture, furnishings and interior decorating within his Unit except that no aluminum foil, print, and/or any material not commonly used on window covering paper shall be placed on any windows in any Unit.

(d) If an Owner fails to maintain and repair his Unit or elements of Exclusive Use Common Area portions of the Project which he is required to maintain and repair pursuant to Section 3(b), above, in such manner as may be deemed necessary in the judgment of the Board to preserve and protect the attractive appearance and value of the Project, the Board shall give written notice to such Owner, stating with particularity the work of maintenance or repair which the Board finds to be required, and requesting that the same be carried out within a period of sixty (60) days from the giving of such notice. If such Owner fails to carry out such maintenance or repair within the period specified by the notice, the Board shall cause such work to be done and shall assess the cost thereof to such Owner, such assessment to be due and payable within thirty (30) days after the Board gives written notice thereof. Any costs assessed by the Board pursuant to this Section 3(d) shall be deemed to be a Special Assessment. If, in the judgment of the Board, an Owner fails to effect emergency repairs to his Unit, the Board shall do so at the expense of the Owner, without the requirement of the notice. Notwithstanding anything contained herein to the contrary, each Owner shall promptly upon the completion of any repairs or improvements (unless the same was performed by the Association in accordance with the provisions of this Declaration as part of the common expenses) notify the Association of the nature and extent of any such repairs or improvements made or caused to be made in his Unit, the cost of which exceed Ten Thousand Dollars (\$10,000.00).

(e) Notwithstanding anything to the contrary set forth herein, no Owner shall be liable to effect any maintenance or repair to any portion of the Common Area of the Project, including any property which would be defined as Exclusive Use Common Area Project pursuant to the Declaration or the California

Civil Code unless the liability for the repair and maintenance of said property is specifically ascribed to individual Owners pursuant to this Declaration.

Section 4 - Owner Structural Changes. No Owner shall make or cause to be made structural alterations or modifications to the interior of his Unit or installations located therein or any portion of the Common Area without the prior written consent of the Board.

Section 5 - Association Maintenance, Improvement and Decoration Authority. The Board, or its duly appointed agent, including the Manager, if any, shall have the exclusive right to paint, decorate, repair, maintain and alter or modify the exterior walls, exterior surfaces of balconies, roof, and all installations and improvements in the Common Area, except as provided in Section 3(b) of this Article VII, and no Owner shall be permitted to do, or have done, any such work.

Section 6 - Storage. There shall be no storage of any item in or upon a Unit or portion of the Common Area except in an enclosed area not visible from adjoining streets, the Common Area or other Units. No item of any kind may be stored by Condominium Owners in the Common Area, except in areas specifically designated for such purpose by the Board, storage in the Common Area being limited to the storage by the Board or the Manager, if any, of equipment for use solely in connection with the Common Area.

Section 7 - Pets. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any Condominium or elsewhere within the Project except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any Unit, provided they are not kept, bred or raised therein for commercial purposes, or in unreasonable quantities. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the sole and exclusive opinion of the Board, a nuisance to any other Owner. Each person bringing or keeping a pet upon the Project shall be absolutely liable to each and all other Owners, their family members, guests, invitees, lessees, renters and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests or invitees.

Section 8 - Offensive Activities. No Owner shall permit or suffer anything to be done or kept upon or in his Unit or the Common Area which will increase the rate of insurance thereon or result in the cancellation of any such insurance or cause the Project or any part thereof to be uninsurable against loss by fire or the perils of the extended coverage endorsement

to the California Standard Fire Policy Form or loss on account of bodily injury, property damage or any other cause or which will obstruct or interfere with the rights of other Owners, their families, guests, tenants, servants and invitees, or annoy them by unreasonable noises or otherwise, or which shall in any way interfere with the quiet enjoyment by each Owner of his respective Condominium, nor will any Owner commit or permit any nuisance, noxious or offensive activity, or any illegal act to be committed thereon or therein. Each Owner shall comply with all of the requirements of the local and State Department of Health and with all other governmental authorities with respect to the occupancy and use of his Condominium.

Section 9 - Owner Liability. Each Owner shall be liable to the Association for any damage to the Common Area or any improvements, landscaping or equipment thereon including, but not limited to portions of the Exclusive Use Common Area which may be sustained by reason of the negligence or willful misconduct of said Owner, his family, guests, tenants, servants or invitees, and shall be assessed by the Board for the cost of repair or replacement thereof, together with costs and attorneys' fees as a Special Assessment, such assessment to be due and payable within thirty (30) days after written notice thereof by the Board. The provisions of Article VI hereof relating to the creation of a lien for assessments and the enforcement of payment of assessments shall apply to all assessments levied pursuant to Sections 3 and 9 of this Article VII.

Section 10 - Exploration for Minerals. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Project or any portion thereof, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any portion of the Project or within five hundred (500) feet below the surface of the Project, and no derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any portion of the Project.

Section 11 - Rubbish. All rubbish, trash and garbage shall be regularly removed from the Units by the Owners thereof and placed in proper receptacles at the collection site for the refuse pickup service arranged by the Association pursuant to Section 3(a) of Article IX hereof, and shall not be allowed to accumulate in any limit or in or upon the Common Area. All such receptacles shall be removed from any publicly exposed collection site within twenty-four (24) hours from the time of such pickup.

Section 12 - Improvements. Nothing shall be done in any Unit or in, on or to the Common Area which will impair the structural integrity of any building or which would structurally change any building within the Project without the prior written

consent of the Board. Nothing shall be altered or constructed in or removed from the Common Area, except upon the prior written consent of the Board. No equipment, trash cans, wood piles, storage piles, clotheslines, basketball hoops or machinery shall be placed on a Unit or any portion of Exclusive Use Common Area property appurtenant to any Unit, in a location visible from adjoining Units, the Common Area or streets. Except within enclosed patios, no fences, hedges or walls shall be erected or maintained upon said Units or the Common Area, except such as are approved in writing by the Association.

Section 13 - Equipment. No power equipment, hobby shops or carpenter shops shall be maintained on the Project; no automobile overhaul or maintenance work, other than emergency work, shall be permitted in the Project except with the prior approval of the Board.

Section 14 - Common Area. Except as otherwise set forth herein, the Common Area, except the buildings containing the Units, shall be improved and used only for the following purposes, such use to be subject to this Declaration, the Bylaws and the Association Rules and Regulations duly adopted by the Board:

(a) Affording vehicular and pedestrian movement within the Project, including access to the Units.

(b) Affording recreational activity in the recreational areas.

Section 15 - Encroachments. If any portion of the Common Area encroaches upon the Units, a valid easement for the encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event any buildings containing a Unit is partially or totally destroyed, and then rebuilt, each Owner agrees that minor encroachments of parts of the Common Area due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall exist. The Common Area is and shall always be subject to easements for minor encroachments thereon of the Units. If minor variances exist between physical boundaries and boundaries shown on a deed or plan, it shall be conclusively presumed that the physical boundaries are the correct boundaries.

Section 16 - Taxes; Utilities. Each Owner shall pay any real and personal property taxes separately assessed against his respective Unit, and all utility charges separately metered or charged against his Unit, and such payments shall be made by each such Owner in addition to and separately from assessments otherwise payable by each such Owner to the Association. All such taxes, charges and assessments and liens arising therefrom

shall relate only to the Units to which they pertain and not to the Project as a whole.

Section 17 - Parking. No Owner shall park his automobile, boat, trailer, camper, camper shells, or any other vehicle or permit his guests, tenants, invitees, servants or the members of his family to park their automobiles, dismantled or inoperative vehicles, boats, trailers, campers, camper shells, or any other vehicle in any space but the garage constituting a part of such Owner's Unit; provided, however, that guests may temporarily park passenger vehicles in parking spaces expressly reserved for guest parking. No Owner shall park any commercial vehicle in any part of the Project.

Section 18 - Protrusions. Except as installed at the time of the construction of the Project, no television, radio, or other signal device, antenna or antennae, including satellite dishes, flags, banners, buntings, poles, wires, machines, equipment or similar objects or unsightly objects of any kind shall be placed by any Owner on the exterior or roof of the buildings within the Project, or any part thereof, nor shall any such objects be allowed to protrude through the roof or the walls of any building in the Project or any window of any Unit or be placed upon or over any portion of the Common Area.

Section 19 - Occupancy. No Unit may be occupied by more persons than allowed by applicable county and local laws and ordinances.

Section 20 - Rules and Regulations. Each Owner of a Unit, the members of his family and his tenants, guests, employees, servants and invitees shall abide by the uniform Rules and Regulations pertaining to the Project and the use of the Common Area adopted by the Board, as the same may from time to time be amended. Such Association Rules and Regulations shall be binding upon each and every Owner and the members of his family and his tenants, guests, employees, servants and invitees and said rules shall have the same force and effect as if they were set forth in this Declaration.

Section 21 - Water and Sewer System. No individual water supply system, water softener system or sewage disposal system shall be permitted in any Unit or portion of the Common Area unless such system is approved by the Board and is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of the applicable water or sewer district and any applicable governmental authority having jurisdiction.

Section 22 - No Hazardous Activities. No activities shall be conducted, nor shall any improvements be constructed, anywhere in the Project which are or might be unsafe or hazardous

to any person, or pose a risk of loss or damage to any Unit or any portion of the Common Area. Without limiting the generality of the foregoing, no Owner shall store any hazardous, corrosive, toxic, explosive or flammable substances, except for small amounts of common household items, in any Unit or in or on any portion of the Common Area.

Section 23 - No Further Subdivision. No Condominium may be further subdivided (including division into time-share estates or time-share uses) provided, however, that nothing in this Section shall be deemed to prevent an Owner from, or require the approval of the Board for: (a) selling a Condominium; or (b) transferring or selling any Condominium to more than one (1) person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property; or (c) the leasing or renting by any Owner of all of his Condominium, provided that any such lease or rental shall be subject to the restrictions set forth herein.

Section 24 - Rights of the Handicapped. Subject to the review rights of the Board and conditions contained in Section 1360 of the California Civil Code or any similar California statute hereinafter enacted, each Owner shall have the right to modify his Unit and the route over the Common Area (as applicable and necessary) leading to the front door of his Unit, at his sole cost and expense, in order to facilitate access to his Unit by persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to such persons.

ARTICLE VIII
PROHIBITION AGAINST SEVERABILITY
OF COMPONENT INTEREST IN CONDOMINIUM

No Owner shall be entitled to sever his Unit from his undivided interest in the Common Area nor shall the respective undivided interests established with each respective Unit be changed. The undivided interests in the Common Area established and the fee title to the respective Units conveyed therewith shall not be separated, severed or separately conveyed, encumbered or otherwise transferred, and each such undivided interest in the Common Area shall conclusively be deemed to be conveyed, transferred or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. It is hereby intended to restrict severability of the various components of a Condominium in the manner provided by Section 1358(d) of the California Civil Code. Nothing herein contained shall be construed to preclude an Owner of any Condominium from creating a co-tenancy in the ownership of a Condominium with any other person or persons.

ARTICLE IX
DUTIES AND POWERS OF ASSOCIATION

Section 1 - Administration of Project. The Owners and each of them, together with all parties bound by this Declaration covenant and agree that the administration of the Project should be in accordance with the provisions of this Declaration, the Bylaws and such Association Rules and Regulations as may be adopted by the Board and amendments, changes and modifications thereto as come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and provisions of the Bylaws or said Association Rules and Regulations, the provisions of this Declaration shall prevail.

Section 2 - Meetings. Annual and Special Meetings of the members of the Association shall be held as provided for by Bylaws.

Section 3 - Authority of Board. The Board of Directors as constituted from time to time, shall at all times be responsible for the day to day operation and management of the affairs of the Association and shall have the sole power and duty to perform and carry out the powers and duties of the Association as set forth in this Declaration and the Bylaws, together with the powers and duties otherwise expressly delegated to the Board by this Declaration or the Bylaws, except for any action or activity expressly set forth herein, in the Bylaws, or in the California Corporations Code or the California Civil Code as requiring the vote or assent of the members of the Association or a given percentage thereof. Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

(a) The Board shall acquire and pay for out of the assessments levied and collected in accordance herewith, water, gas, electric power, landscaping service, refuse collection and other necessary utility services for the Common Area.

(b) The Board shall maintain, or cause the Common Area, (other than those portions of the Exclusive Use Common Area which are the repair and maintenance responsibility of individual Owners), and the landscaping, improvements, facilities, and structures thereon to be maintained and kept in a good state of repair, and acquire for the Association and pay for out of such assessments such services, furnishings, equipment, maintenance, painting and repair it may determine are necessary in order to keep and at all times maintain the Common Area and the facilities, landscaping, improvements and structures thereon in a good and sanitary state of condition and repair. The Board may grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes necessary or desirable for

the proper operation of the Project or for the general benefit of the Association.

(c) Except as to taxes, bonds, levies and assessments levied separately against an individual Condominium and/or the Owner or Owners thereof, the Board shall pay all taxes, real and personal assessments, bonds and levies which are or would become a lien on the entire Project or the entire Common Area.

(d) The Board may employ a professional Manager, and may employ such other independent contractors or employees as it deems necessary and prescribe their duties, and enter into contracts and agreements all for the purpose of providing for the performance of the business powers, duties and/or obligations of the Board and/or the Association. Such Manager, if any, and all independent contractors or employees shall have the right of ingress and egress over and across to such portions of the Project as may be necessary in order for them to perform their obligations. Under any management agreement entered into by the Board, the Association shall have the right to terminate such agreement without cause and shall not be required to pay any cancellation penalty or give more than ninety (90) days advance notice of termination.

(e) The Board, at any time, and from time to time, may establish, by a majority vote of the Board, and without the consent of the members of the Association, such uniform Association Rules and Regulations as the Board may deem reasonable in connection with the use, occupancy and maintenance of the Units and the Common Area by Owners and their family members, servants, tenants, guests and invitees, and the conduct of such persons with respect to vehicles, parking, bicycle use, use of recreational facilities, control of pets and other activities which if not so regulated might detract from the appearance, value, orderly operation, or maintenance of the Project or offend or be offensive to or cause inconvenience, noise or danger to persons residing in or visiting the Project. Such Rules and Regulations shall be posted in a conspicuous place in the Common Area and the Board shall send a copy of such rules and regulations, together with amendments and additions thereto to each Owner upon receiving written notice of his status as an Owner. Notwithstanding anything to the contrary, if any such Rules and Regulations conflict with this Declaration or the Bylaws, the Declaration or the Bylaws, as the case may be, shall be deemed to govern. Upon compliance with such notice requirements, the Association Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding upon the Owners and their successors in interest whether or not actually received thereby.

(f) The Association may impose monetary penalties or take disciplinary action against any Owner for failure to pay assessments or for violation by said Owner or his family, guests, agents, servants, tenants or invitees of any provision of this Declaration, the Bylaws or the Association Rules and Regulations. Penalties may include but are not limited to: monetary penalties, temporary suspension of voting rights, or other appropriate discipline, provided that the accused member is given notice and the opportunity to be heard with respect to the alleged violations before a decision to impose monetary penalties or discipline is made. The Notice and Hearing requirement which shall be employed in connection with said monetary penalties, temporary suspension of voting rights, or other appropriate discipline shall be the requirements as set forth in the Bylaws.

The Board may impose a monetary penalty on any Owner in a reasonable amount to be determined by the Board, for each infraction of this Declaration, the Bylaws or the Association Rules and Regulations committed by such Owner, his guests, servants, family members, tenants or invitees.

Any suspension of privileges and/or monetary penalties imposed pursuant to this Declaration shall be imposed only after Notice and Hearing has been afforded in accordance with the Bylaws.

The Association and the Board shall have the same rights and remedies, including lien, foreclosure, late charge and interest rights, for the enforcement and collection of monetary penalties as they have for the enforcement and collection of assessments and any monetary penalty levied pursuant to the terms and provisions hereof shall be deemed to be a Special Assessment. After a finding of a violation at a duly noticed Hearing, any infraction or violation of a continuing nature shall subject the violating Owner to a continuing monetary penalty which may be assessed, without further Notice or Hearing, on a daily, weekly or monthly basis, at the discretion of the Board, until the infraction or violation in question has been remedied.

(g) The Board, or its authorized agents, may enter any Unit when necessary in connection with any maintenance, landscaping, repair or construction for which the Board is responsible or any other purpose reasonably related to the Board's performance of its duties, rights, and/or responsibilities. Such entry shall be made with as little inconvenience to the Owners as practicable and shall be preceded by reasonable notice wherever the circumstances permit.

(h) The Board shall levy assessments against the Owners and enforce payment thereof all in the manner and subject to the limitations set forth in this Declaration.

(i) The Board shall cause financial statements for the Association to be annually prepared and copies thereof to be distributed to each Owner, and to each First Mortgagee who makes a written request for same, as follows:

(1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than forty-five (45) days or more than sixty (60) days before the beginning of the Association's fiscal year.

(2) A copy of a review of the financial statement of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00). The review of the financial statement shall be distributed within one hundred twenty (120) days after the close of each fiscal year.

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

(j) Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, the Board and the Association are prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting power present in person or by proxy at any duly noticed meeting of the members at which a quorum is present:

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

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

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

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

(d) Agreements for cable television services and equipment not exceeding five (5) years in duration.

(2) Incurring aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of twenty-five percent (25%) of the budgeted gross expenses of the Association for that fiscal year.

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

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

(k) The power, but not the duty, if deemed appropriate by the Board, to retain and pay for legal and accounting services necessary or proper in the operation of the Association, enforcement of this Declaration, the Bylaws or the Rules and Regulations, or in performing any of the other duties or rights of the Association.

(l) The Board shall have the power to perform such other acts, whether or not expressly authorized by this Declaration or the Bylaws, as may be reasonably necessary or desirable to (i) enforce any of the provisions of this Declaration, the Bylaws, or the Rules and Regulations duly adopted by the Board; (ii) carry out and perform its powers and responsibilities or; (iii) benefit the Association and its members.

Section 4 - Inspection of Association's Books and Records.

(a) The membership register, books of account, records and minutes of meetings of the Owners, of the Board and of committees of the Board shall be made available for inspection and copying by any Owner or First Mortgagee, or their duly appointed representative, at any reasonable time and for a purpose reasonably related to their interests as an Owner or as a mortgagee, as the case may be, at the office of the Association or at such other place within the Project as the Board shall prescribe.

(b) The Board shall establish reasonable rules with respect to:

(i) Notice to be given to the custodian of the records by the Owner or such holder desiring to make the inspection.

(ii) Hours and days of the week when such an inspection may be made.

(iii) Payment of the cost of reproducing copies of documents requested by an Owner or such holder.

(c) Every director shall have the absolute right at any reasonable time to inspect, including the right to make extracts and copies of, all books, records and documents of the Association and the physical properties owned or controlled by the Association.

Section 5 - Personal Liability. No member of the Board or of any committee of the Association, or any officer of the Association, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager or any other representative or employee of the Association, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct.

ARTICLE X COVENANT AGAINST PARTITION

Except as provided in Section 7525 of the California Code of Civil Procedure, the Common Area shall remain undivided and there shall be no judicial partition thereof.

ARTICLE XI UTILITIES

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

(a) Whenever sanitary sewer house connections and lines, facilities and/or water house connections and lines, or electricity, gas, telephone lines, or television cables are installed within the Project, which connections, or any portion thereof, lie in or upon portions of the Project owned by others than the Owner of Unit served by said connection shall have the right, and are hereby granted an easement to the full extent

necessary therefor, to enter upon such portions of the Project or to have the utility companies enter thereupon to repair, replace and generally maintain said connection as and when the same may be necessary as set forth below.

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

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

(d) In the event any portion of such connection or line is damaged or destroyed by some cause other than the negligence or willful misconduct of one of the Owners, his agents, guests, servants, tenants, invitees or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event, such connection of line shall be repaired and restored by the Association, such repair and restoration to be paid out of the assessments levied in accordance with this Declaration against all Owners; provided, however, that such repair is not delegated to any Owner pursuant to Section 3 of Article VII, in which case the Owner in question shall be responsible for such repair.

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

Section 2 - Easements. Easements through the Units and Common Area for all facilities for the furnishing of utility services, television cable service and heating and air conditioning lines, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring, shall be appurtenant to each Unit, and all other Units and the Common Area shall be subject thereto.

ARTICLE XII
INSURANCE

Section 1 - Public Insurance. Comprehensive public liability insurance shall be purchased by the Board and shall be maintained in full force and effect at all times. Such insurance shall be obtained from reputable insurance companies authorized to do business in California. The amount of coverage shall be determined by the Board from time to time so as to provide such coverage as the Board may deem prudent, provided, however, that the minimum amounts of coverage shall be no less than required by FNMA and in no event less than \$1,000,000.00 for personal injury, death and property damage. The premiums shall be paid for out of the common assessments levied and collected pursuant to this Declaration. Such policy shall name all Owners as insureds, and shall name all holders of all First Deeds of Trust encumbering the Condominiums within the Project as additional insureds. Such policy shall and also name as additional insureds, such persons or entities, including the Board, the Manager, if any, and other agents or employees of the Association as the Board may deem necessary or required in order to insure the Association, the Board, the agents, guests, and invitees thereof, and the Owners against liability to the public, the Owners, their guests, tenants, family members and invitees, or any other person whatsoever in connection with any damage or injury occurring in the Common Area or arising as a result of the ownership or use of the Common Area or any part thereof. Such policy shall otherwise be in such form and content and contain such endorsements as the Board deems appropriate, including, but not limited to cross-liability by endorsement wherein the rights of named insureds shall not be prejudiced as respects actions by them against another named insured and provisions to the effect that the act of any Owner or other insured shall not invalidate the provisions of the policy.

Section 2 - Fire and Extended Coverage Insurance. A master or blanket fire insurance policy shall be purchased by the Board and shall be maintained in force at all times, the premium thereon to be paid for out of the common assessments levied against each of the Owners in accordance with this Declaration. Such insurance shall be carried with a reputable insurance company qualified to do business in the State of California, and shall insure against loss from fire and such other hazards, (including earthquake coverage) as the Board may deem appropriate, and shall insure all structures and improvements upon the Project, and those portions of the Units consisting of all floor coverings, including carpets, cupboards, cabinets, paint, wallpaper, light fixtures, built in appliances, interior non-bearing walls and any additional fixtures or betterments to be added to a Unit after initial construction, and all personal property owned by the Association or by all the Owners as tenants-in-common for not less than one hundred percent (100%) of

the full insurable replacement cost value thereof (as determined every year by the Board in conjunction with the insurance company issuing such policy). Such policy shall contain vandalism and malicious mischief coverage, together with such other coverage, endorsements and adjustment clauses as the Board deems appropriate. Such policy shall name the Board as insured as trustee for the benefit of all the Owners. Such policy shall name as additional insureds the respective First Mortgagees of the Owners as their respective interests may appear and shall provide for the issuance of certificates of such endorsements evidencing the insurance as may be required by any insured. Within the limits required by GNMA, the Board may select such deductible, franchise, or franchise deductible provisions which, in its opinion, are consistent with good business practices in connection with the purchase of such policy.

Section 3 - Use of Proceeds. All insurance proceeds available under Section 2 of this Article XII or condemnation awards for a taking of Units and/or the Common Area shall be paid to the respective First Mortgagees in accordance with the applicable loss payable clauses in such policy, and in the absence of such loss payable clause, to the Board as trustee for the benefit of the Owners and if any part of such proceeds are paid out for repair or reconstruction, it shall be paid out in accordance with Article XIII of this Declaration.

Section 4 - Additional Insurance. The Board may, at its option, purchase and maintain in force at all times demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The premium therefor shall be paid for out of the common assessments levied against all the Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and decision not to rebuild. The Board shall also purchase and maintain worker's compensation insurance to the extent that the same shall be required by law or determined to be desirable in the discretion of the Board. The Board may also purchase and maintain any other such insurance, including directors and officers insurance, the premiums for which to be paid out of common assessments to be levied against all of the Owners in accord with this Declaration.

Section 5 - Owner Insurance. Each Owner shall purchase, at his sole expense, the insurance required by Section 9 of Article XVI hereof, and may, at his option and sole expense, purchase other insurance as he may desire. The existence of such policy or policies shall not alter the obligations of the Board to obtain insurance as herein provided. Under no circumstances shall the Board be required to purchase any insurance covering the personal property of the Owners, or any of them.

Section 6 - Authority of Board. Each of the Owners, and every other person named or covered as an insured in connection with any of the policies purchased by the Board, hereby irrevocably delegates to the Board any authority which he may otherwise have to negotiate loss settlements with the appropriate insurance carriers. The Board shall have the sole and exclusive authority and right to negotiate any such loss claim form and release form in connection with the settlement of a loss claim shall be binding on all of the Owners, and upon any other person named as an insured on any such policy or policies only upon the execution thereof by a majority of the members of the Board, and the Owners and every other person named or insured hereby appoints the Association, by and through the Board, as its attorney-in-fact for the purpose of executing any necessary claim form, release form or settlement agreements on their behalf.

Section 7 - Fidelity Bond; Lender Requirements. Fidelity bond coverage, as set forth below, must be obtained, if reasonably available, by or on behalf of the Association for any person handling funds of the Association, including, but not limited to, officers, directors, trustees, and employees of the Association, whether or not such persons are compensated for their services. The aggregate amount of such fidelity bonds shall not be less than a sum equal to three (3) months' aggregate common assessments on all Condominiums and in the Properties, plus the amount of all reserve funds. Notwithstanding any other provision herein, the Association shall continuously maintain in effect such casualty, flood, and liability insurance and a fidelity bond, meeting the insurance and fidelity bond requirements established by FNMA, GNMA, FHLMC, VA and FHA, as applicable, so long as any of said entities an Owner of a Condominium or beneficiary, guarantor or insurer of a Mortgage on a Condominium in the Properties and has filed with the Board a written request that the Association conform with such insurance requirements, except to the extent such coverage is not available or has been waived in writing by FHLMC, FNMA, GNMA, VA and FHA, as applicable. Certificates of insurance shall be issued to each Owner and Mortgagee upon written request.

Section 8 - Waiver of Claims Against the Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of such persons.

Section 9 - Notice of Expiration Requirements. If available, all of the policies of insurance and fidelity bonds maintained by the Association shall contain a provision that such policy or policies shall not expire nor be canceled, terminated,

or materially modified without at least thirty (30) days' prior written notice to the Board and those beneficiaries, guarantors or insurers of First Mortgages and Owners who have filed a written request with the carrier for such notice, and every other person in interest who requires such notice of the insurer.

Section 10 - Required Waiver. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights to the extent that the respective insurers would have the rights without such waivers:

(a) Subrogation. Subrogation of claims against the Owners, tenants of the Owners, and officers and directors of the Association.

(b) Co-Insurance. Any defense based upon coinsurance.

(c) Set-Off. Any right of setoff, counterclaim, apportionment, proration or contribution by reason of other insurance carried by the Association.

(d) Neglect. Any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured.

(e) Right to Rebuild. Any right of the insurer to repair, rebuild, or replace, and, if the improvement is not repaired, rebuilt, or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the improvements insured.

(f) Notice of Owner Assignment. Notice of the assignment of any Owner of his interest in the insurance by virtue of a conveyance of any Condominium.

(g) Assignment of Mortgage. Any right to require any assignment of any Mortgage to the insurer.

ARTICLE XIII DESTRUCTION OF IMPROVEMENTS

Section 1 - Reconstruction Without Election by Owners. In the event of a total or partial destruction of any improvements in the Project, if the available proceeds of the insurance carried pursuant to Article XII of this Declaration are sufficient to cover not less than eighty-five percent (85%) of the cost of repair or reconstruction thereof, the same shall be promptly repaired and rebuilt unless such destruction renders the

entire Project or some material portion thereof unfit for habitation and within one (1) month from the date of such destruction, not less than one hundred percent (100%) of the Owners entitled to vote, in person or by proxy, at a duly constituted and called annual or special meeting of the members at which a quorum is present, determine that such reconstruction shall not take place.

Section 2 - Repair or Reconstruction by Consent of Owners. If the proceeds of such insurance are less than eighty-five percent (85%) of the costs of repair or reconstruction, such repair or reconstruction may nevertheless take place if one hundred percent (100%) of the Owners present either in person or by proxy and entitled to vote at a duly noticed and called annual or special meeting of the Members at which a quorum is present elect to rebuild.

Section 3 - Certification. The Board shall be required to cause to be executed, acknowledged and recorded a certificate declaring the intention of the Owners to rebuild or not to rebuild, such certificate to be executed by any officer of the Association duly authorized to execute the same by the Board.

Section 4 - Assessments. In the event of a determination to rebuild pursuant to either Sections 1 or 2 above, each Owner shall be obligated to contribute such funds as shall be necessary to pay above the insurance proceeds. The proportionate share of each Owner as to such assessment shall be in proportion to his respective interest in the Common Area and shall be due and payable in full within thirty (30) days after written notice thereof, unless otherwise provided.

Section 5 - Obligation of Board. The Board shall obtain bids from at least three (3) reputable contractors, and if a determination to rebuild is made in accordance with either Sections 1 or 2 of this Article XIII, the Board shall award reconstruction work to the lowest bidder; provided, however, that the Board shall not be required or authorized to award such contract until it has sufficient monies, whether from insurance or the collection of Special Assessments levied in accordance with this Article XIII with which to pay the cost of reconstruction as reflected by the bid to be accepted by the Board. The Board, upon awarding said contract shall thereafter be authorized to disburse monies to the contractor in accordance with said contract out of the insurance proceeds held by the Board and/or the special assessments levied and collected by the Board in accordance with this Article XIII. First Mortgagees, if any, shall disburse insurance proceeds held by them in accordance with their respective standard practices for repair and reconstruction. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of such reconstruction at the earliest possible date. All such

reconstruction shall, to the greatest extent possible, be in accordance with the original plans of construction of the Project.

Section 6 - Determination Not to Rebuild. If a certificate of intention to rebuild has not been executed, acknowledged and recorded in accordance with either Section 1 or Section 2 hereof within one (1) year from the date of any partial or total destruction of the Project, or if reconstruction and rebuilding has not actually commenced within such nine (9) month period:

(a) Any insurance proceeds available for such rebuilding shall be divided proportionately among Owners, such proportions to be determined in accordance with the respective interest in the Common Area appurtenant to each Condominium. Notwithstanding the foregoing, the balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Condominium is so encumbered.

(b) The conditions for partition as set forth in Section 1359 of the California Civil Code shall be deemed to have been satisfied and the right of any Owner to partition his Condominium through legal action shall forthwith revive.

Section 7 - Interior Damage. Restoration and repair of any damage to the interior of any individual Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

Section 8 - Notice to Mortgagees. The Board shall promptly give written notice to all First Mortgagees of any loss to, or taking of, any part of the Common Area if such loss or taking exceeds \$10,000, or of any damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA if such damage exceeds \$1,000.00.

ARTICLE XIV
EMINENT DOMAIN

Section 1 - Definitions; Total Taking, Partial Taking, Special Partial Taking. The Term "taking" as used in this Article shall mean condemnation by exercise of power of eminent domain or by sale under threat of the exercise of the power of eminent domain. A "Total Taking" shall occur if there is a permanent taking by eminent domain of an interest in all or in part of one or more Units, such that the ownership, operation and use of the Project in accordance with the provisions of this

Declaration is substantially and adversely affected, and within one hundred twenty (120) days after the effective date of the taking the Owners of any Units (i) not taken, or (ii) have only partially taken and capable of being restored to at least ninety-five percent (95%) of their floor area and to substantially their condition prior to the taking (collectively the "Remaining Units") do not by affirmative vote of a majority of their entire voting interest (without adjustment amount such Units for relative voting rights because of such partial taking) approve the continuation of the Project and the repair, restoration and replacement to the extent feasible of the Common Area and the Remaining Units. A "Partial Taking" shall occur if there is any other permanent taking of the Project. A partial Taking shall include, without limitation, a "Special Partial Taking" which is described herein as a taking of all or part of one or more Units, as Units, subject to all of the provisions of this Declaration, without involving any taking of the Common Area except to the extent of the proportionate interest therein of the Units taken, so that the taking authority becomes a successor in title to the Owner or Owners of the Condominium or Condominiums so taken with the same effect as if such Units were purchased by the Taking authority. Following any taking which in the opinion of the Board of Directors would constitute a Total Taking in the absence of the affirmative vote of the Remaining Owners as required by the foregoing provisions, the Board of Directors shall call a special meeting of the Remaining Owners to be held promptly, and in any event within sixty (60) days after the effective date of such taking, to determine if such Remaining Owners will, or will not, decide to continue the Project as provided herein.

Section 2 - Award; Repair; Restoration and Replacement.

(a) In the event of a Total Taking, the Board of Directors shall: (i) except as provided in Section 3 of this Article, represent all of the Owners in an action to recover any and all awards, subject to the right of all First Mortgagees of record, upon request, to join in the proceedings, and (ii) proceed with the sale of that portion of the project which was not included in the condemnation proceedings and distribution of the net proceeds of such sale and any condemnation award, after deducting any incidental fees and expenses, in the same proportion and in the same manner as provided in Section 6(a) of Article XIII hereof.

(b) In the event of a Partial Taking, other than a Special Partial Taking, the provisions of Section 2(a) of this Article shall be applicable. The net proceeds of the Partial Taking awards shall be held by the Board of Directors, after deducting related fees and expenses and the portions of the awards allotted in the taking proceedings or, failing such allotment, allocated by the Board of Directors to (i) Units

totally taken or partially taken and not capable of being restored to at least ninety-five percent (95%) of their floor area and substantially their condition prior to the taking, and (ii) Units taken in the same manner as in a Special Partial Taking except that the taking is made subject to only some or to none of the Restrictions (collectively the "Taken Units").

The proceeds of the Partial Taking award allotted to the Taken Units shall be paid to the Owners respectively entitled thereto; provided, however, that such proceeds shall first be applied to the balance then due on any Mortgages of Record in order of priority before the distribution of any such proceeds to any Owner whose Condominium is subject to any such Mortgage. First Mortgages of Record with respect to the Remaining Units affected by such Partial Taking shall be entitled to severance damages payable out of the award proceeds held by the Board of Directors to the extent that such Mortgages can prove that their security has been impaired by such taking. The balance of the net proceeds shall then be applied to the repair, restoration and replacement of the Common Area and the Remaining Units (but not Owner's personal property nor those portions of the Units which the Owners are obligated to restore) to as nearly their condition prior to the taking as may be feasible, in the same manner and under the same provisions applicable to the proceeds of insurance as set forth in Article XIII hereof, except for any provisions relating to Owners' personal property. Any funds held for restoration by the Board following completion thereof shall be disposed of, in each case in the same manner as provided in Section 6(a) of Article XIII hereof, except that the total amount of the award payable to any Owner and his mortgagee or mortgagees for a destroyed Unit or Units shall not exceed the value of said Owner's Condominium interest.

In the event that the funds held for restoration by the Board are less than the cost of restoration and repaid, a Reconstruction Assessment of the Remaining Owners, with each Remaining Unit Owner contributing a sum in the same proportion as Annual Assessments paid by such Owner, may be levied by the Board to provide the necessary additional funds for such reconstruction. In no event shall the Board be required to undertake any repair or restoration work or make any payments with respect to any Unit in excess of that portion of the awards reasonably attributable to the loss to that Unit. Following any Partial Taking, the Association and the Project shall continue, subject to and with the benefit of all the provisions of this Declaration, so far as applicable to the Remaining Units, and the voting interests of the Owners shall be the same.

(c) In the event of a Special Partial Taking or a temporary taking of any Condominium the Owner of the Condominium, taken together with his mortgagees, shall have exclusive rights to prosecute the proceedings for the respective taking awards and

to retain the proceeds thereof. In the event of a temporary taking of Common Areas, the Board shall have exclusive rights to prosecute the proceedings for the respective taking awards and shall apply the proceeds thereof to reduce expenses of the Association.

Section 3 - Awards for Owners' Personal Project and Relocation Allowances. Where all or part of the Project is taken by eminent domain, each Owner shall have the exclusive right to claim all of the award made for such Owners' personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation. Notwithstanding the foregoing provisions, however, or the provisions of Sections 2 and 3 of this Article, the Board of Directors, except in the case of a Special Partial Taking, shall represent each Owner in an action to recover all awards with respect to such portion, if any, of an Owner's personal property which is at the time of any taking, as a matter of law, part of the real estate comprising any Unit, and shall allocate to such Owner so much of any awards as is allotted in the taking proceedings or, failing such allotment, allotted by the Board of Directors to such Owner's personal property. The amount so allocated shall be paid to the Owner entitled thereto, whether or not the Unit in which such Owner's personal property was located is to be restored by the Board. Notwithstanding restoration of the Unit, the Board shall have no responsibility for restoration of such Owner's personal property.

Section 4 - Notice to Owners and Listed Mortgagees. The Board immediately upon having knowledge of any taking by eminent domain of the Project, or any portion thereof, or any threat thereof, shall promptly give written notice to all Owners, all first Mortgagees of Condominiums in the Project and those mortgagees who have filed a written request for such notice with the Board.

ARTICLE XV ARCHITECTURAL REVIEW COMMITTEE

Section 1 - Board Action; Appointment of Architectural Committee. The Board shall conduct all architectural reviews required or authorized by this Declaration; provided, however, that the Board may delegate some or all of its architectural review authority to an Architectural Committee. Any Architectural Committee appointed by the Board shall consist of not less than three (3) nor more than five (5) members, who shall be appointed and replaced at the discretion of the Board. Members appointed to the Architectural Committee by the Board shall be Owners, but need not meet any other particular qualifications. Any action taken by the Architectural Committee

shall require the written approval of a majority of its members and may be overruled by a vote of a majority of the Board.

Section 2 - Mechanics of Operation. The Board shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Declaration in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials.

The Board or Architectural Committee may designate and appoint a representative who is a licensed architect and a majority of the members of said Board or Architectural Committee may, from time to time, remove or replace such representative. The designated representative of the Board or Architectural Committee may be, but need not be, a member of the Board or Architectural Committee. Such representative, if so appointed, must be consulted prior to disapproval of any plans by the Board or Architectural Committee, but the decision of the Board or Architectural Committee with respect to the approval or disapproval thereof shall be final.

Excepting the interiors of Units, no replacement, addition or alteration of a building, structure, fence, drainage facility or of Common Area, landscaping or planting shall be effected until the plans, specifications and plot plan showing the location and nature of such replacement, addition, alteration or removal have been submitted to and approved in writing by the Board or Architectural Committee; nor shall any exterior painting or decorative alteration be commenced until the Board or Architectural Committee has approved the plans therefor, including the proposed color scheme, design thereof and the quality of materials to be used. All such plans, specifications and plot plans shall be prepared by an architect, engineer or landscape designer or landscape architect, said person to be employed by the Unit Owner making application at his sole expense. Plans and resubmittals thereof shall be approved or disapproved within thirty (30) days. Failure of the Board or Architectural Committee to respond to a submittal or resubmittal of plans within such period shall be deemed to be approved of the plans as submitted or resubmitted.

The approval of the plans, specifications and plot plan may be withheld not only because of non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Board or Architectural Committee with the location of the structure, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height or location of trees, or because of its reasonable

dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Board or Architectural Committee, will render the proposed improvement inharmonious or out of keeping with the general plan of improvements of the Project or with the improvements erected on other Units.

If, after such plans and specifications have been approved the improvements are altered, erected, or maintained otherwise than as approved by the Board or Architectural Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Board or Architectural Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, for which plans were submitted in accordance with the provisions of this Article XV, said improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by one member of the Board or Architectural Committee, shall appear of record in the office of the County Recorder of Los Angeles County, California, or legal proceedings shall have been instituted to enforce compliance with these provisions.

The approval of the Board or Architectural Committee of any plans or specifications submitted for a approval as herein specified shall not be deemed to be a waiver by the Board or Architectural Committee of its right to object to any of the same features or elements embodied in subsequent plans and specifications submitted for approval as herein provided for use on other structures.

No member of the Board or Architectural Committee shall be liable to any person for his decisions or failure to act in making decisions pursuant to this Article XV. The members of the Architectural Committee shall receive no compensation for their service performed pursuant to this Declaration.

Upon approval of the Board or Architectural Committee, it shall be conclusively presumed that the location and height of any building, structure or improvement does not violate the provisions of this Declaration. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Article shall apply to the patio and balcony elements of each Unit.

ARTICLE XVI
OBLIGATIONS OF OWNERS

Section 1 - Mechanic's Liens. No labor performed or materials furnished for use in connection with any Unit shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting such labor or materials or against any interest in the Common Area except the undivided percentage interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability of loss arising from the claim of any lien against the Unit of the Owner, or any part hereof, for labor performed or for materials furnished in work on such Owner's Unit.

Section 2 - Liability for Damage to Common Area. Each Owner shall be liable to the Association for any damage to the Common Area or any of the personal property of the Association which may be sustained by reason of the gross negligence or willful misconduct of said Owner, any member of his family, tenants, social guests, servants, employers, invitees, agents, or licensees, whether minors or adults, whether or not such damage shall be covered or reduced by insurance proceeds paid to or received by the Association. Any cost and expense incurred in connection with the repair of such damage shall be assessed against such Owner and his Condominium as a Special Assessment in accordance with the provisions of Article VII Seven hereof.

Section 3 - Personal Injury or Project Damage Sustained Within Unit. In the event any personal injury or property damage is sustained by any person while physically within or on a Unit and shall result in a claim or suit against any other Owner or the Association, any of its officers, members or its Board of Directors, the Manager or his staff, the Owner of such Unit or balcony within which such injury or damage occurred (i) shall and does hereby agree to fully indemnify and hold harmless such other Owner and the Association, officer, director, Manager or member of his staff, against whom such claim or suit is brought and (ii) does hereby agree to defend at his own cost and expense any litigation resulting therefrom in which such other Owner and/or the Association, officer, director, Manager or member of his staff has been made a party; provided that no such obligation shall exist with respect to such other Owner or other person whose negligence or willful misconduct caused or contributed to the cause of any such injury or damage. In the event of joint ownership of any Condominium within the Project, the liability of such Owners shall be joint and several.

Section 4 - Association Not Responsible for Loss.
Neither the Association nor any member of its Board of Directors,

its officers, Manager or any member of his staff shall be responsible to any Owner nor to any member of his family, social guests, servants, employees or invitees for any loss or damage suffered by reason of theft or otherwise of any article, vehicle or thing which may be stored by such Owner or other Person in or on any portion of the Common Area.

Section 5 - Notice of Danger. In the event any Owner observes any equipment, furniture, structure, vehicle, conduct or activity within any portion of the Project which said Owner deems likely to cause or result in serious injury to the health or safety of any person within the Project unless immediate corrective action is taken, said Owner shall immediately notify the Manager, a member of his staff, a security guard, an officer of the Association or a member of the Board so that the appropriate action can be taken.

Section 6 - Notification of Sale of Condominium. Concurrently with consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner thereof or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferror, (ii) the unit number of the Condominium purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferror.

Section 7 - Damage to Unit. Without limiting any of each Condominium Owners' responsibilities as set forth in other Sections of this Declaration, each Condominium Owner shall, to the extent not covered by insurance, be liable for the cost of any repair or maintenance caused or necessitated by damage to any portion of his Unit. Each Condominium Owner shall remain responsible for the repair and maintenance of his Unit in relation to such damage even if the damage is caused by an action, omission or defect originating in the Common Area, unless said damage is caused by the gross negligence or willful misconduct of the Board or any agent, servant or employee of the Association, in which case the Association shall be responsible for whatever costs of repair are necessitated by any such damage. The duties of and limitations placed upon the Owners as set forth in this Section shall only effect the rights between the Condominium Owners and the Association and nothing set forth in this Section shall limit any rights between any Owner and any other Owner or party other than the Association.

Section 8 - Loss of or Damage to Personal Project. To the extent not covered by insurance, each Condominium Owner shall

be solely responsible for the loss of or damage to any of his personal property and/or the personal property of his family members, tenants, guests, servants and invitees, whether said personal property is kept within his Condominium Unit, any other Condominium Unit, any portion of the Common Area or any other place or location, except to the extent that any such loss of or damage to personal property is caused by the gross negligence or willful misconduct of the Board or any agent, servant or employee of the Association, in which case the Association shall be responsible for costs of repair or replacement of the item(s) of personal property in question. The duties of and limitations placed upon the Owners as set forth in this Section shall only effect the rights between the Condominium Owners and the Association and nothing set forth in this Section shall limit any rights between any Owner and any other Owner or party other than the Association.

Section 9 - Insurance. Each Condominium Owner is hereby obligated to purchase and maintain a suitable policy or policies of insurance covering any loss or casualty to the interior portion of his Unit which results from fire, water damage or any other cause covered by a standard condominium homeowners insurance policy. Said policy or policies must also insure the full value of all of his personal property or the personal property of his family members kept or stored in his Unit or any portion of the Common Area of the Project. Any insurance policy protecting personal property shall, without limitation, protect said property against losses occasioned by fire, theft and water damage. The fact that any insurance policy or policies purchased by the Association cover damage or loss to the interior portions of Units shall not alleviate each of the Owners from the responsibilities set forth in this Section 9. To the extent that any Owner shall fail to insure fully the interior portion of his Unit, such owner hereby releases the Association of any and all liability for damages which would have been covered by such insurance, and the Association and its insurance shall have no liability whatsoever for the cost of repairs of such damage. Any policies of insurance purchased pursuant to this Section 9 shall, if possible, name the Association as an additional insured.

Section 10 - Conflict. To the extent that any of the terms or provisions of Sections 7, 8 or 9 of this Article XVI conflict with any of the terms of Articles XII, XIII or XIV hereof, the terms and provisions of the latter Articles shall control.

ARTICLE XVII
GENERAL INFORMATION

Section 1 - Enforcement. The Board, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and shall be entitled to recover from any Owner against whom such restrictions, conditions, covenants, reservations, liens and charges are enforced, all costs and reasonable attorneys' fees incurred thereby. Failure by the Board or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. A waiver of any such right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenant, condition or restriction contained herein which is expressly set forth as being waived in such writing. Every act or omission whereby any provision of this Declaration, the Bylaws or the Rules and Regulations is violated in whole or in part is hereby declared to be 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 as provided in this Section. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Units is hereby declared to be in violation hereof and subject to all of the enforcement procedures set forth herein.

Section 2 - Term. This Declaration and the covenants, provisions and restrictions contained herein shall be and remain in full force and effect for a term of ninety-nine (99) years from the date this Declaration is recorded.

Section 3 - Amendments. Each and all of the provisions hereof may be modified, amended, added to or deleted from by a further Declaration of Agreement, in writing, properly executed by not less than a seventy-five percent (75%) vote of the Owners entitled to vote, and if required by this Declaration by the appropriate percentage of holders of the beneficial interest in any mortgage or deed of trust as required hereby, and by such other approvals, if any, as may be required by law or any prior agreements of record. Said amendments shall be effective upon recordation in the Office of the Recorder of Los Angeles County.

Section 4 - Special Mortgage Requirements.

(a) A first Mortgagee at its written request is entitled to written notification from the Association of the following: (i) any default by the Owner of the Condominium which is subject to a mortgage or deed of trust in favor, of said Mortgagee (the "Secured Condominium") of such Owners obligations

under this Declaration or the Bylaws which is not cured within thirty (30) days; (ii) any condemnation or casualty loss that affects either a material portion of the Project or the Secured Condominium; (iii) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible Mortgagees.

(b) Any first Mortgagee who comes into possession of a Condominium pursuant to the remedies provided in the mortgage or deed of trust, or foreclosure of the mortgage or deed of trust, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal."

(c) Any first Mortgagee who comes into possession of a Condominium pursuant to the remedies provided in the mortgage or deed of trust or foreclosure of the mortgage or deed of trust shall take such Condominium free from any claims for unpaid assessments (including Regular Monthly, Special and otherwise) or charges against the encumbered Condominium which accrue prior to the time such Mortgagee comes into possession of the Condominium.

(d) First Mortgagees shall have the right to examine the books and records of the Association.

(e) An adequate reserve fund for replacement of the Common Area improvements must be established and must be funded by Regular Monthly Assessments rather than by Special Assessments.

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

(g) Notwithstanding anything to the contrary which may be set forth in this Declaration, the Articles or the Bylaws, unless at least seventy-five percent (75%) of the first Mortgagees (based upon one (1) vote for each first mortgage owned) have given their prior written approval, the Association shall not:

(1) by act or omission, seek to abandon or terminate the Condominium regime;

(2) change the pro-rata interest or obligations of any Condominium for:

(i) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards and for

(ii) determining the pro-rata share of ownership of each Unit in the Common Area.

(3) partition or subdivide any Condominium;

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

(5) use hazard insurance proceeds for losses to any portion of the Project (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area of the Project;

(6) amend this Declaration so as to defeat the obligations of the Association to maintain the Common Area in a -class condition and good state of repair, or which would defeat the assessment procedures which assure the collection of funds for such maintenance.

(7) amend this Declaration with respect to the following matters:

(i) voting rights;

(ii) assessments, assessment liens, or the priority of assessment liens;

(iii) reserves for maintenance, repair and replacement of Common Area;

(iv) responsibility for maintenance and repairs;

(v) reallocation of interests in the general or Exclusive Use Common Areas, or rights to their use;

(vi) convertibility of Units into Common Areas or vice versa;

(viii) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;

(ix) insurance or fidelity bonds;

(x) leasing of a Unit;

(xi) imposition of any restrictions on a Unit Owners right to sell or transfer his Unit,

(xii) a decision by the Association to establish self management when professional management had been required previously by mortgage holder;

(xiii) restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;

(xiv) any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

(8) amend any part of Sections 4 or 5 hereof or any other term or provision hereof which expressly benefits Mortgagees or the guarantor or insurer of any mortgage.

(h) The Association shall give the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") notice in writing of any loss to, or taking of, the Project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or if damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds One Thousand Dollars (\$1,000.00).

Section 5 - General Mortgage Provisions.

(a) Any Owner may encumber his Condominium by deed of trust or mortgage.

(b) A Mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration which is noncurable or of a type which is not feasible to cure or which is not practical to cure and does not materially affect the Association or any other Owners.

(c) It is intended that any loan to facilitate the resale of any Condominium after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value and entitled to all of the rights and protections afforded to Mortgagees hereunder.

(d) No amendment to Section 4 or 5 of this Article shall affect the rights of the Mortgagee under any mortgage or trust deed recorded prior to recordation of such amendment who does not join in the execution thereof.

(e) Because of its financial interest in a Condominium, a Mortgagee may appear (but may not vote) at meetings of the Owners and the Board to draw attention to

violations of this Declaration which have not been corrected or made the subject of remedial proceedings or assessments.

(f) A Mortgagee is authorized to furnish information to the Board concerning the status of any loan encumbering a Condominium.

(g) All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming the Mortgagees as insured parties, as their interest may appear.

(h) In the event of any conflict between any provision of Section 4 or 5 of this Article XII and any other provision in this Declaration, the language contained in Section 4 or 5 of this Article XVII shall control.

(i) Nothing in the Condominium documents shall be construed as giving any Owner, or any other party, priority over any rights of first mortgagees of Condominiums pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Area.

(j) All amenities of the Project shall be available for use by Owners.

(k) Any agreement for professional management of the Project shall provide that the management contract may be terminated for cause on not more than ninety (90) days written notice and the term of any such contract shall not exceed one (1) year.

(l) If, at any time, flood insurance is required by any mortgagee of a Condominium or by any lender who desires to become a mortgagee of any Condominium by reason of any applicable law, ordinance, statute or the like requiring flood insurance as a condition of such mortgagee's or lender's loan remaining or being made, the Association shall forthwith obtain such flood insurance covering the entirety of the development in amount and coverage, and with such carrier(s) and subject to such terms as shall satisfy such mortgagee or lender.

(m) The Association and the Owners shall obtain and maintain in full force and effect all insurance coverages which may, at any time and from time to time, be required by FHLMC or its successors or assigns, and shall otherwise comply in all respects with all insurance requirements of FHLMC which may be in effect at any time and from time to time.

(n) As to Cal-Vet contracts, the Board is expressly authorized to adopt such resolutions as may be required in

connection with Cal-Vet financing in order to reflect the fact that such Cal-Vet contracts are superior in right to the assessment liens created in the within instrument in the same manner and to the same extent as mortgages and deeds of trust are superior thereto.

Section 6 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium Project, and this Declaration shall be construed and governed in accordance with California law.

Section 7 - Interpretation.

(a) Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the Project as set forth herein. All of the terms hereof shall be construed and governed by the laws of the State of California.

(b) Restrictions Severable. Notwithstanding the provisions of the foregoing Section, each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

(c) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(d) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

(e) Time Periods. Except as otherwise expressly provided herein, any reference in this Declaration to time for performance of obligations or to elapsed time shall mean consecutive calendar days, months, or years, as applicable.

(f) Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

Section 8 - Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the heirs, personal representatives, grantees, lessees, successors and assigns of the Owners.

Section 9 - Remedies Cumulative. Each remedy provided for by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies whether provided for by this Declaration or otherwise shall be cumulative and not exclusive.

Section 10 - Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided herein, or in the Bylaws to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof is deposited in the United States mail, postage prepaid, and fees prepaid, addressed to each Owner at the address of any Unit in the Project owned by him, in whole or in part, or to the address last furnished by such Owner for the purpose of giving notice and delivering documents to the Board. Each Owner shall file in writing with the Board promptly upon becoming an Owner his address for the purpose of giving notice and delivering documents, and shall promptly notify the Board in writing of any subsequent change of address.

Section 11 - Joint and Several Liability. In the case of joint ownership of a Unit, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

Section 12 - No Public Right of Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

Section 13 - Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Condominium or other portion of the Project does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in any Condominium, or any portion thereof.

Section 14 - Encroachment Easement. Each Condominium within the properties is hereby declared to have an easement not exceeding one foot (1') in width over all adjoining Condominiums for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long

as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Condominium agree that minor encroachments over adjoining Condominiums shall be permitted and there shall be valid easements for the maintenance of said encroachments as long as they shall exist.

Section 15 - Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws of the Association, the terms and provisions of this Declaration shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 3rd day of October, 1992, at Los Angeles, California.

NORTHRIDGE GARDENS
HOMEOWNERS ASSOCIATION,
a California non-profit mutual
benefit corporation

By: [Signature], President

By: [Signature], Secretary

I hereby certify and declare, under penalty of perjury, that the foregoing Amended and Restated Declaration has been approved by the percentage of owners required by the Declaration.

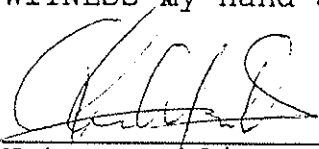
Executed at DESEDA, on the 13 day of Oct, 1992.

By: [Signature], President

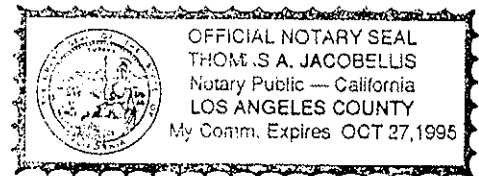
STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On OCTOBER 23, 1992 before me, THOMAS JACOBELL,
the undersigned Notary Public, personally appeared
Lawrence Long, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged 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.

WITNESS my hand and official seal.



Notary Public



(SEAL)

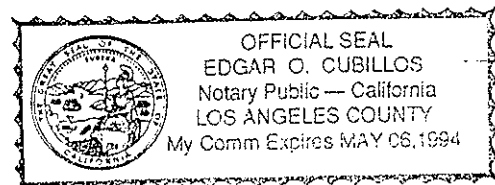
STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On October 26, 1992, before me, Edgar O. Cubillos Notary Public,
the undersigned Notary Public, personally appeared
Howard Bilsky ***, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged 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.

WITNESS my hand and official seal.



Notary Public



(SEAL)

78 1014960

When recorded return to:
FIRST AMERICAN TITLE CO. OF L.A.
P. O. DRAWER "T"
TARZANA, CA 91356
Attn: Subdivision Dept.

A CONDOMINIUM PLAN FOR
TRACT

IN THE CITY OF
STATE OF CA

FEE \$ 26 M

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
NOV 24 1978 AT 8 A.M.
Recorder's Office

AS PER MAP RECORDED IN BOOK 904 PAGE
THE OFFICE OF THE COUNTY RECORDER OF
A DIAGRAMMATIC FLOOR PLAN OF THE BUILDING
LAND AND CERTIFICATE AS REQUIRED UNDER
CROWN ENGINEERING

OWNER'S CERTIFICATE:
WE, THE UNDERSIGNED, BEING THE RECORD OWNERS OF THE LAND INCLUDED
WITHIN THIS PROJECT, AND THE RECORD HOLDERS OF SECURITY INTERESTS
THEREIN, HEREBY CONSENT TO THE RECORDATION OF THIS PLAN PURSUANT
TO THE PROVISIONS OF CHAPTER 1, TITLE 6, DIVISION SECOND OF THE
CALIFORNIA CIVIL CODE.

NORTHRIDGE GARDENS, A LIMITED PARTNERSHIP

BY: JOEL A. ROTTMAN, GENERAL PARTNER *Joel A. Rottman*

ALLSTATE SAVINGS AND LOAN ASSOCIATION, A CORPORATION, AS RECORD
HOLDER OF SECURITY INTEREST UNDER DEED OF TRUST, RECORDED
JUNE 28, 1977 AS INSTRUMENT NO. 77-686803, OFFICIAL RECORDS,
RECORDS OF LOS ANGELES COUNTY.

Frank D. De...
PRESIDENT

Anthony Sch...
SECRETARY

THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, A NATIONAL BANKING
ASSOCIATION, AS HOLDER OF SECURITY INTEREST UNDER A DEED OF TRUST
RECORDED SEPTEMBER 13, 1978 AS INSTRUMENT NO. 78-1014960, OFFICIAL
RECORDS, RECORDS OF LOS ANGELES COUNTY.

Edmund H. P...
PRESIDENT

Robert C. ...
SECRETARY

LOT 1

NO. 32059

SHEET 1 OF 6 SHEETS

78-1309561²

LOS ANGELES
CALIFORNIA

PAGES 60 AND 61 INCLUSIVE OF MAPS, IN
OF LOS ANGELES COUNTY, CONSISTING OF
BUILDINGS TO BE CONSTRUCTED ON SAID
UNDER CALIFORNIA CIVIL CODE SECTION 1351.

ING & SURVEYING CORP.

ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE
STATE OF CALIFORNIA, THAT THIS PLAN CONSISTING OF 6 SHEETS COR-
RECTLY REPRESENTS A TRUE AND COMPLETE SURVEY OF THE CONDOMINIUM
PROJECT MADE UNDER MY SUPERVISION IN NOVEMBER, 1978.


MORTON D. SCHWARTZ R.C.E. 8758
TEL. 881-2551 OR 873-2400

BASIS OF BEARINGS:

THE BEARING N.0°05'27"E. SHOWN ALONG RESEDA BOULEVARD BETWEEN
LOS ANGELES CITY TRAVERSE MONUMENTS ZEL H-7-B AND ZEL H-6-C,
WHOSE PLANE RECTANGULAR COORDINATES ARE BASED ON THE LAMBERT
CONFORMAL PROJECTION, CALIFORNIA ZONE 7, WITH POINT OF CONTROL
AT THE INTERSECTION OF MERIDIAN 118°20' WEST LONGITUDE AND
PARALLEL 34°08' NORTH LATITUDE, WAS TAKEN AS THE BASIS OF BEAR-
INGS SHOWN ON THIS MAP.

BENCH MARK:

WIRE SPK. IN EAST CURB OF RESEDA BOULEVARD 4' SOUTH OF B.C.R.
SOUTH OF SUPERIOR STREET.

07-06268

ELEV. - 893.35' (70)

NOTES AND DEFINITIONS:

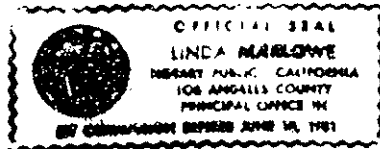
1. THE "COMMON AREA" OF THIS PROJECT IS THE LAND AND REAL
PROPERTY INCLUDED WITHIN THE BOUNDARY LINES OF LOT 1 OF
TRACT 32059, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 904, PAGES
60 AND 61 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY, EXCEPT THOSE PORTIONS SHOWN AND DE-
FINED HEREIN AS UNITS 1 TO 31, INCLUSIVE.
2. THE FOLLOWING ARE NOT PART OF A UNIT: BEARING WALLS, COLUMNS,
FLOORS, ROOFS, FOUNDATIONS, GARAGE BEAMS, PATIO FENCE SUP-
PORTS, CENTRAL SERVICES, PIPES, DUCTS, FLUES, CONDUITS,
GARAGE DOORS, WIRES, AND OTHER UTILITY INSTALLATIONS,
WHEREVER LOCATED, EXCEPT THE OUTLETS THEREOF WHEN LOCATED
WITHIN A UNIT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

78-1309561³

ON THIS 16th DAY OF November 1978, BEFORE ME,
LINDA MARLOWE A NOTARY PUBLIC IN AND FOR SAID
STATE, PERSONALLY APPEARED JOEL A. ROITMAN, KNOWN
TO ME TO BE one OF THE PARTNERS OF THE LIMITED PARTNERSHIP
THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME
THAT SUCH PARTNERSHIP EXECUTED THE SAME.

Linda Marlowe
NOTARY PUBLIC



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

ON THIS 11th DAY OF November 1978, BEFORE ME,
Karen K. Spisak A NOTARY PUBLIC IN AND FOR SAID
STATE, PERSONALLY APPEARED Frank X. Dean, Jr., KNOWN TO ME
TO BE THE Vice PRESIDENT AND Arnold Sebahach, KNOWN
TO ME TO BE THE SECRETARY OF A STATE SAVINGS AND LOAN
ASSOCIATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT
AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN IN-
STRUMENT ON BEHALF OF THE CORPORATION HEREIN NAMED AND
ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME AS
TRUSTEE.

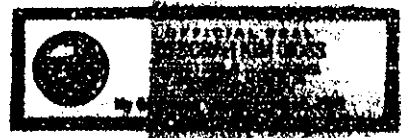
Karen K. Spisak
NOTARY PUBLIC



STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

ON THIS 16th DAY OF October 1978, BEFORE ME,
Debrah Kim Moss A NOTARY PUBLIC IN AND FOR SAID
STATE, PERSONALLY APPEARED Edward L. Turner, KNOWN TO
ME TO BE THE Vice PRESIDENT AND Robert C. Aronson, KNOWN
TO ME TO BE THE SECRETARY OF THE BANK OF CALIFORNIA,
NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION THAT
EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS
WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE NATIONAL
BANKING ASSOCIATION HEREIN NAMED AND ACKNOWLEDGED TO ME THAT
SUCH NATIONAL BANKING ASSOCIATION EXECUTED THE SAME AS TRUSTEE.

Debrah Kim Moss
NOTARY PUBLIC



3. EACH OF THE ELEMENTS 1F-1 TO 31F-1, INCLUSIVE IS THE FIRST LEVEL OF A CONDOMINIUM WITHIN A BUILDING TO BE BUILT ON THIS PROJECT. THE BOUNDARIES OF EACH SUCH FIRST LEVEL ARE THE INTERIOR FINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF AND EACH SUCH FIRST LEVEL INCLUDES THE PORTIONS OF THE BUILDING AND IMPROVEMENTS LYING WITHIN SAID BOUNDARIES (EXCEPT AS STATED IN NOTE 2 ABOVE) AND THE ELEMENT SO ENCOMPASSED.
4. EACH OF ELEMENTS 1F-2 TO 31F-2, INCLUSIVE IS THE SECOND LEVEL OF A CONDOMINIUM WITHIN A BUILDING TO BE BUILT ON THIS PROJECT. THE LATERAL BOUNDARIES OF EACH SUCH SECOND LEVEL ARE THE INTERIOR FINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF AND EACH SUCH SECOND LEVEL INCLUDES THE PORTIONS OF THE BUILDING AND IMPROVEMENTS LYING WITHIN SAID BOUNDARIES, (EXCEPT AS STATED IN NOTE 2 ABOVE) AND ELEMENT SO ENCOMPASSED.
5. EACH OF ELEMENTS 1G TO 31G, INCLUSIVE IS A GARAGE WITHIN A BUILDING TO BE BUILT ON THIS PROJECT. THE LATERAL BOUNDARIES OF EACH SUCH GARAGE ARE THE INTERIOR FINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF, AND EACH SUCH GARAGE INCLUDES THE IMPROVEMENTS LYING WITHIN SAID BOUNDARIES (EXCEPT AS STATED IN NOTE 2 ABOVE) AND THE ELEMENT SO ENCOMPASSED.
6. EACH OF ELEMENTS 1P TO 31P, INCLUSIVE IS A PATIO ADJACENT TO A BUILDING TO BE BUILT ON THIS PROJECT. THE LATERAL BOUNDARIES OF EACH SUCH PATIO ARE THE EXTERIOR FINISHED SURFACES OF THE PERIMETER WALLS, WINDOWS AND DOORS OF THE FIRST LEVEL OF THE ADJACENT CONDOMINIUM WHERE SUCH SURFACES ADJOIN EACH SUCH PATIO AND THE INTERIOR FINISHED SURFACES OF THE PERIMETER FENCES AND WALLS OF EACH SUCH PATIO, WHERE SUCH SURFACES EXIST, OTHERWISE THE LATERAL AND VERTICAL BOUNDARIES ARE VERTICAL AND HORIZONTAL PLANES AT THE LIMITS OF THE DIMENSIONS SHOWN FOR EACH SUCH PATIO. EACH SUCH PATIO INCLUDES THE IMPROVEMENTS LYING WITHIN SAID BOUNDARIES (EXCEPT AS STATED IN NOTE 2 ABOVE) AND THE ELEMENT SO ENCOMPASSED.
7. ALL ELEMENT BOUNDARY LINES INTERSECT AT RIGHT ANGLES EXCEPT THOSE ELEMENTS BEARING THE LETTER DESIGNATIONS M ON SHEET 6 HEREIN WHICH ARE INCLINED PLANES.
8. THE LOWER AND UPPER ELEVATIONS OF ALL G, F-1 AND F-2 ELEMENTS ARE SHOWN ON SHEETS 2 TO 5, INCLUSIVE HEREIN.

4
1905081-87
78-1309561

78-1309561

CONDOMINIUM

SCALE 1" = 20'



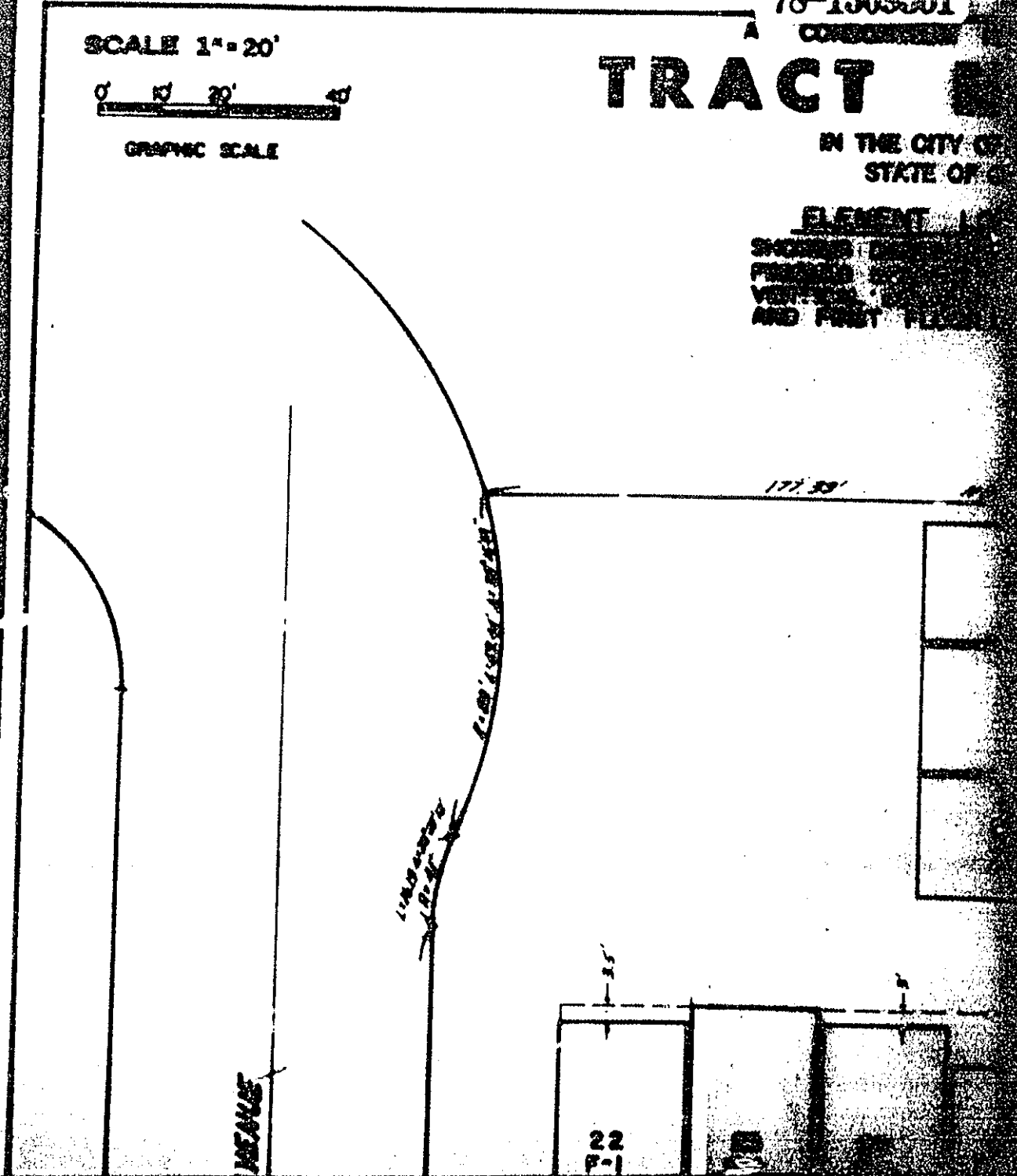
GRAPHIC SCALE

TRACT

IN THE CITY OF
STATE OF

ELEMENT

SHOWING THE
PROPOSED
VERTICAL CURVE
AND FIRST FLOOR



MEASURE

22
F-1

177.33'

110.10'

PLAN FOR LOT 1

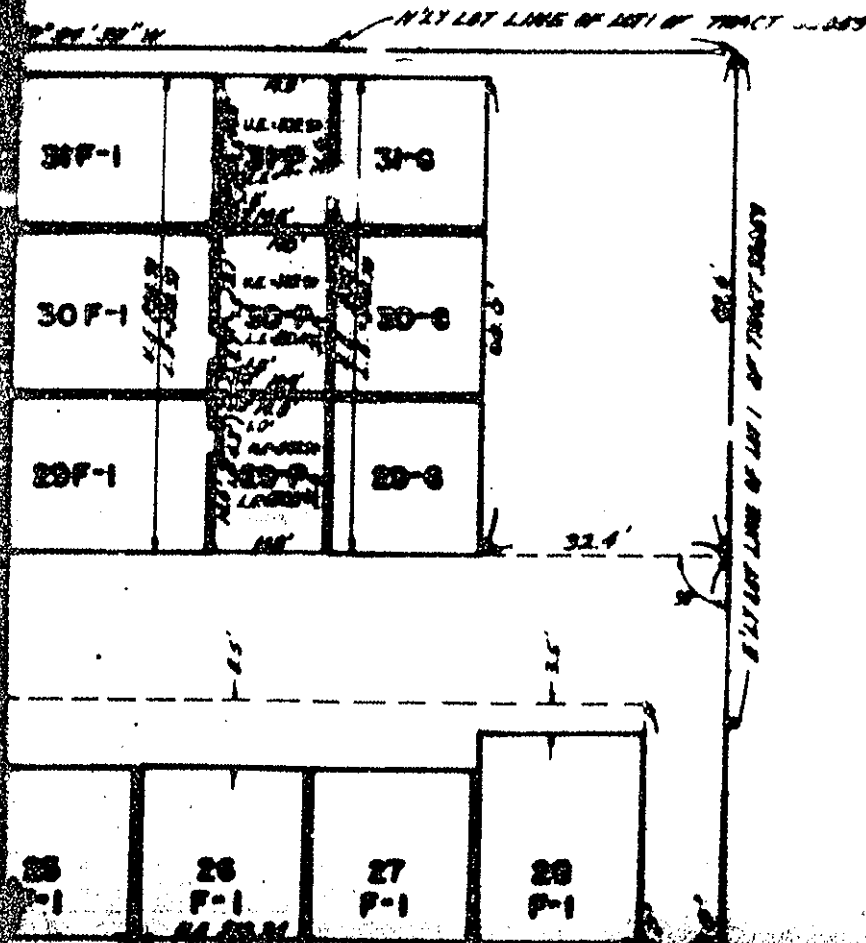
SHEET 2 OF 6 SHEETS

10. 32059

78-1309561

LOS ANGELES
CALIFORNIA

CATION MAP
ING TO THE INTERIOR
INES AT THE LOWER
Y OF THE GARAGE
LEVEL



AN/GO

AN/GO

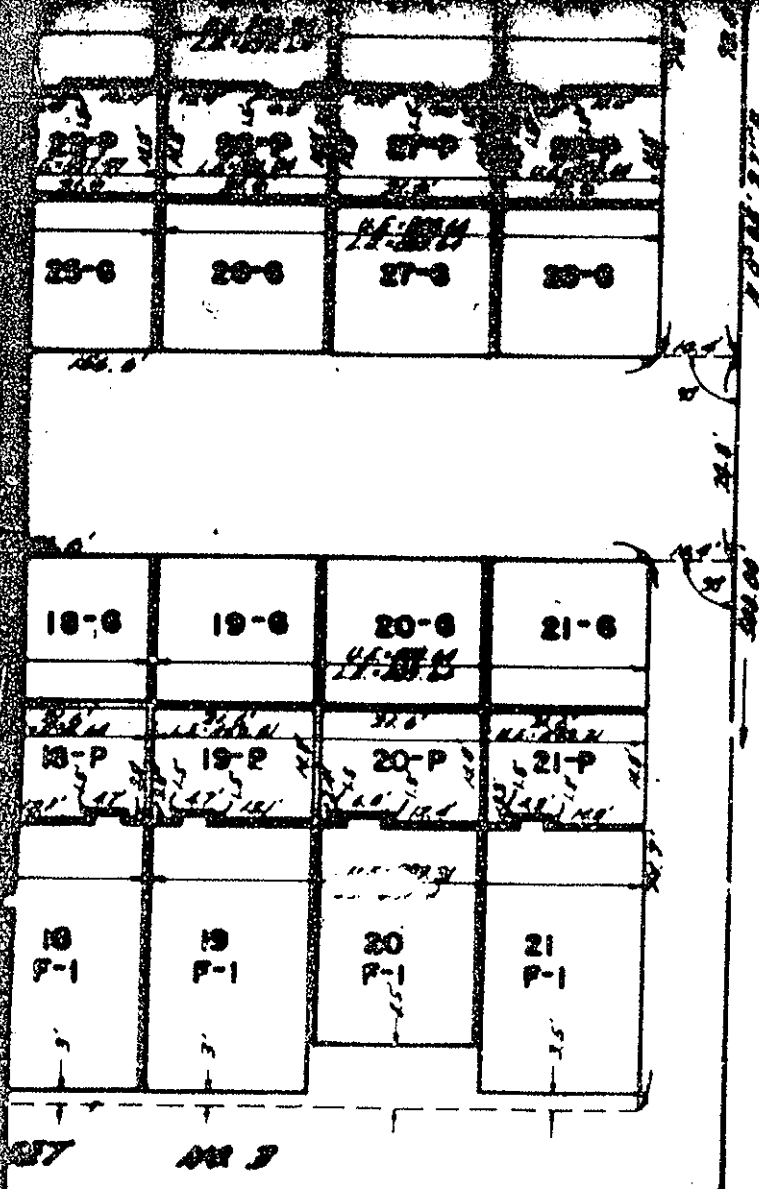
NOV 27 '61

44-38861

P-1 U.S. AIR FORCE LEASING CO.	P-1	P-1
78-1303561		
22-9	23-9	24-9
22-8	23-8	24-8

15-8 U.S. AIR FORCE LEASING CO.	16-8	17-8 U.S. AIR FORCE LEASING CO.
15-P	16-P	17-P
15 F-1	16 F-1	17 F-1

78-1309561



NOTES:

1. SEE SHEET 6 FOR DETAILS AND DIMENSIONS
2. DISTANCES BETWEEN ADJACENT G ELEVATIONS IS 0.4'
3. DISTANCES BETWEEN ADJACENT PLOTS IS 0.4'
4. DISTANCES BETWEEN ADJACENT F-1 ELEVATIONS IS 0.4'
5. U.E. = UPPER ELEVATION
L.E. = LOWER ELEVATION

78⁹-1309561

SCALE 1" = 20'



GRAPHIC SCALE

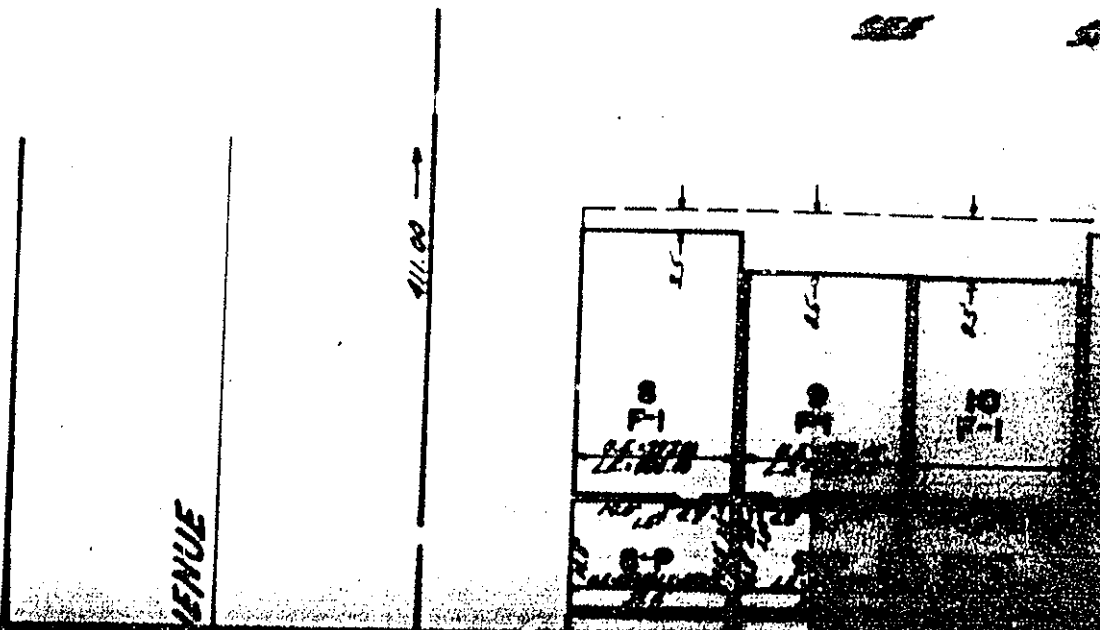
TRACT

IN THE CITY OF
STATE OF

ELEMENT
SECTION
FRONT
LINES
GARAGE AREA

NOTES:

1. SEE SHEET 6 FOR RATINGS AND DIMENSIONS
2. DISTANCES BETWEEN ADJACENT G-ELEMENTS IS 0.4'
3. DISTANCES BETWEEN ADJACENT F-1'S IS 0.4'
4. DISTANCES BETWEEN ADJACENT F-1 ELEMENTS IS 0.4'
5. U.E. - UPPER ELEVATION
L.E. - LOWER ELEVATION



PLAN FOR LOT 1

NO. 32059

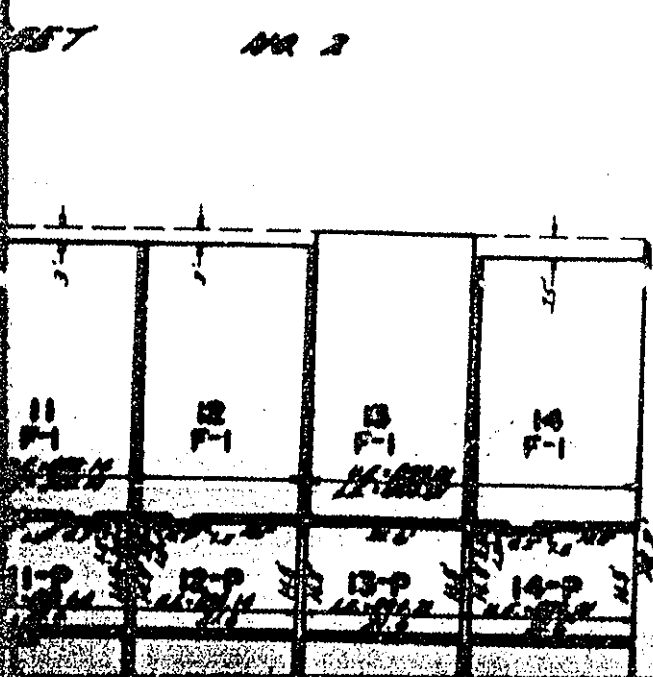
OF LOS ANGELES
CALIFORNIA

SHEET 3 OF 6 SHEETS

78¹⁰-1309561

LOCATION MAP

EXTENDING TO THE INTERIOR
FACE LINES AT THE
ALL BOUNDARY OF THE
FIRST FLOOR LEVEL



1 OF SHEET 3007



78¹¹1309561

5-0

~~U.E. 27-40~~
~~L.E. 27-40~~

8-0

~~U.E. 27-47~~
~~L.E. 27-47~~

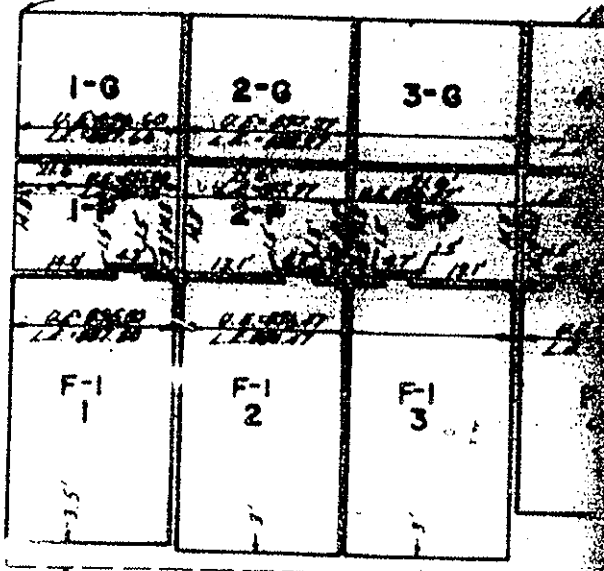
10-0

11-0

~~U.E. 27-40~~
~~L.E. 27-40~~

AMBIGO

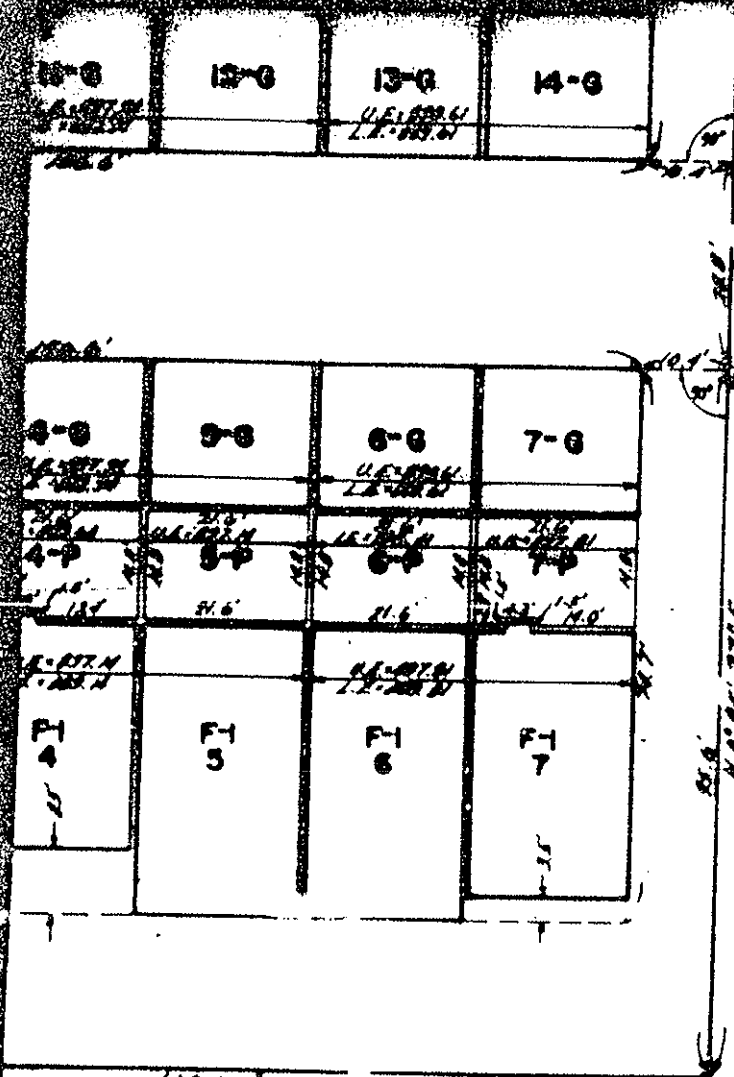
N 0° 0' 0" E



~~U.E. 27-40~~
~~L.E. 27-40~~

N 89° 24' 30" W

CITRONIA



78-1309561¹²

100.0'
5'LY LOT LINE OF LOT 1 OF TRACT 56059

STREET

78¹³-1309561

A CONSEQUENT

SCALE 1" = 20'

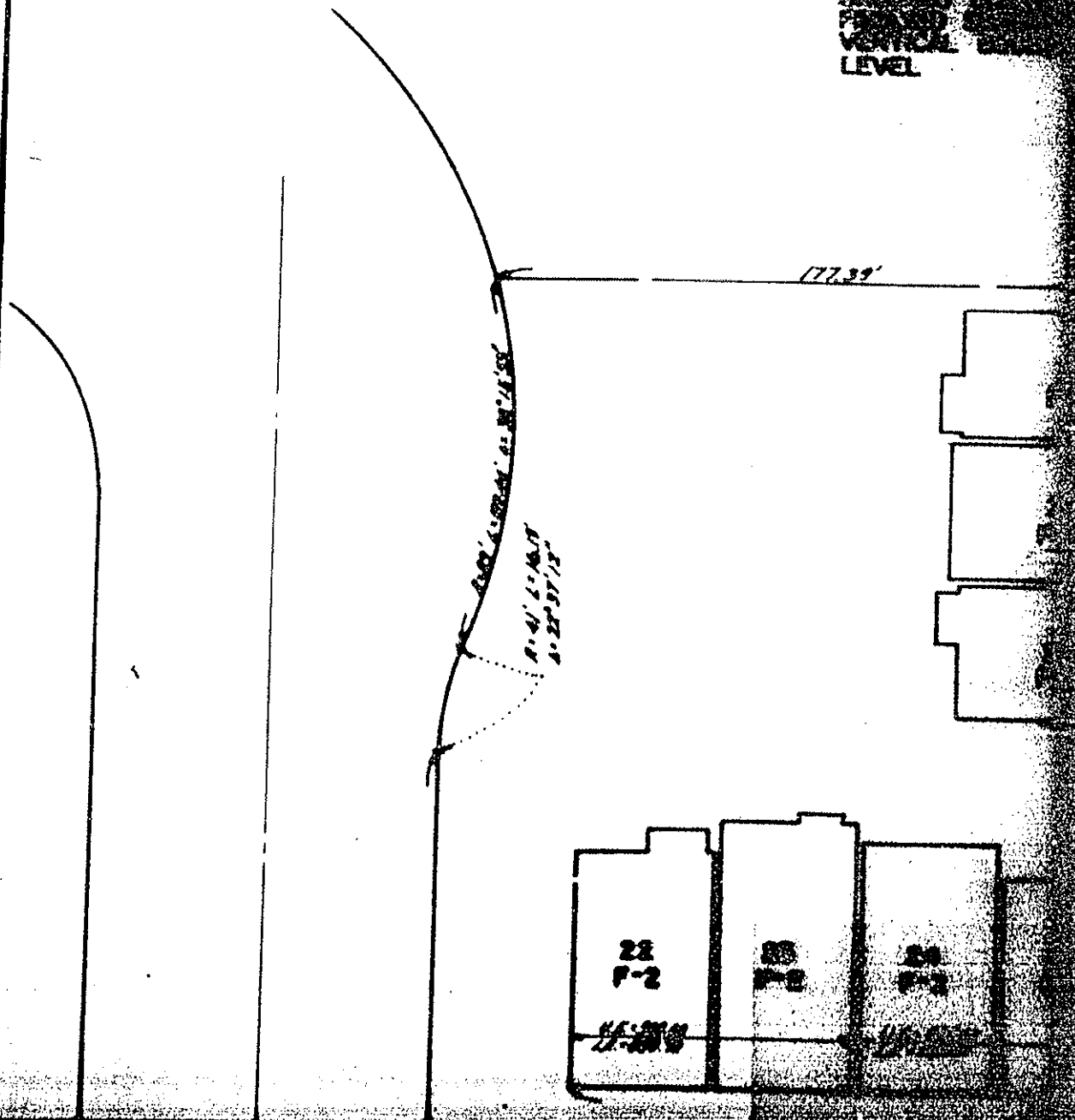


GRAPHIC SCALE

TRACT

IN THE CITY OF
STATE OF CA

ELEMENT
SHEET
FOR THE
VERTICAL CURVE
LEVEL



PLAN FOR LOT 1

SHEET 4 OF 6 SHEETS

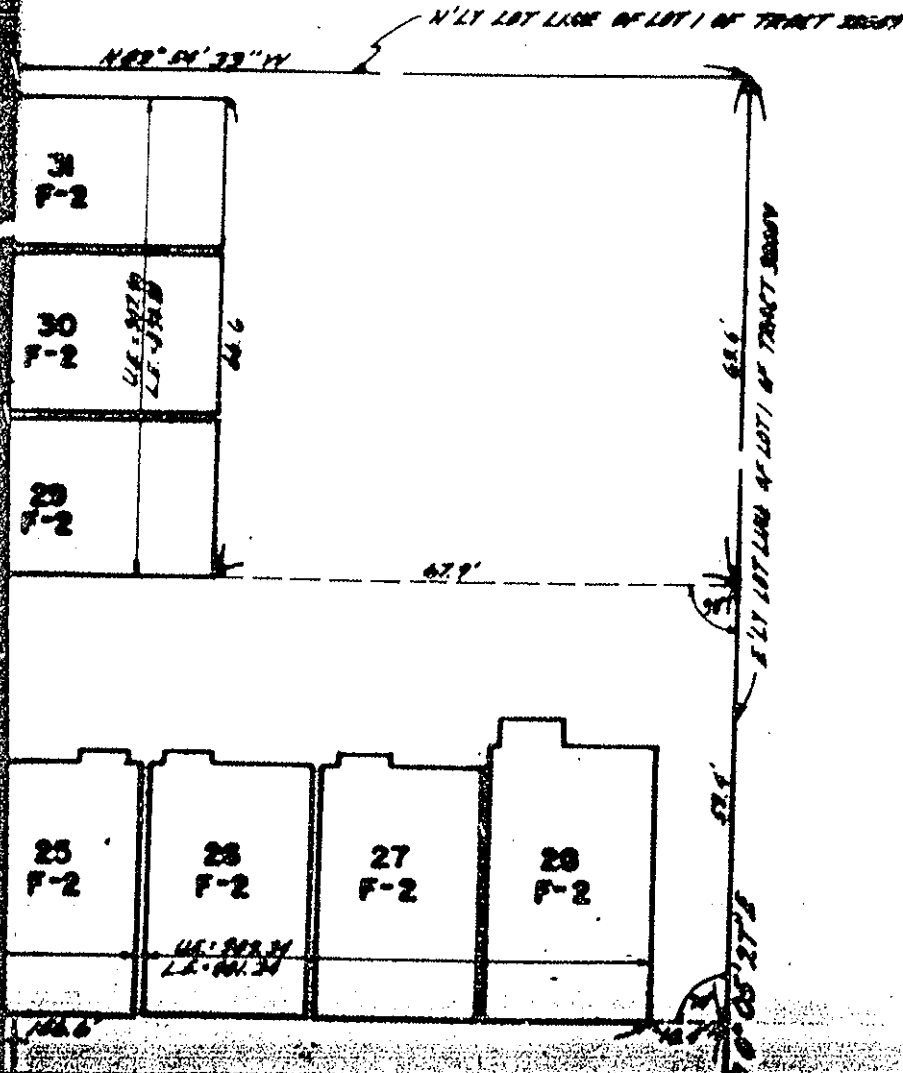
NO. 32059

78-1309561

OF LOS ANGELES
CALIFORNIA

LOCATION MAP

SHOWING TO THE INTERIOR
OF LINES AT THE LOWER
BOUNDARY OF SECOND FLOOR



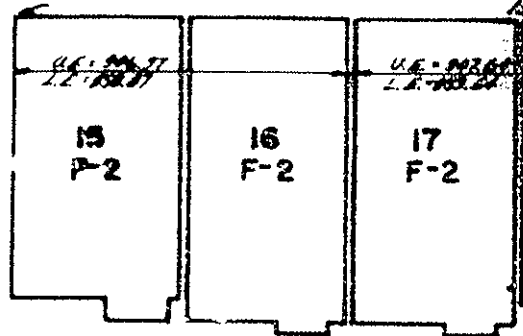
78-1309561
15

AVENUE

AMIGO

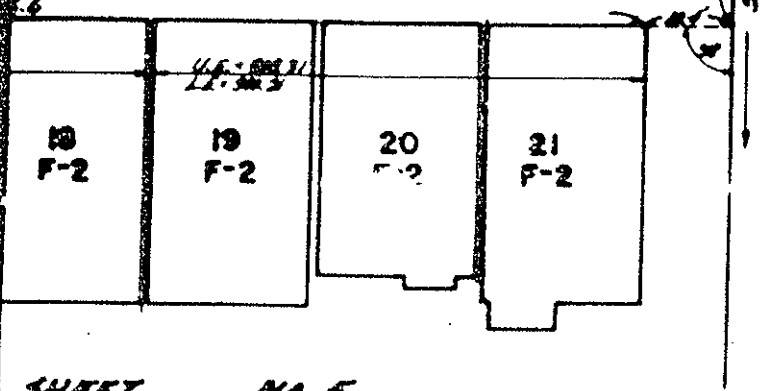
N. 0° 05' 37" E

411.60'



SEE

78-1309561



SHEET NA 5

NOTES:

1. SEE SHEET 6 FOR DETAILS AND DIMENSIONS
2. DISTANCE BETWEEN ADJACENT F-2 ELEVATIONS IS 2.9'
3. U.E. = UPPER ELEVATIONS
L.E. = LOWER ELEVATIONS

78-1309561

SCALE 1" = 20'



GRAPHIC SCALE

TRACT

IN THE CITY OF
STATE OF CA

ELEMENT

FLOOR LEVEL

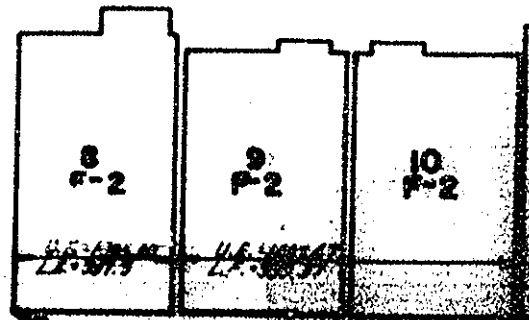
NOTES:

1. SEE SHEET 6 FOR DETAILS AND DIMENSIONS
2. DISTANCE BETWEEN ADJACENT F-2 ELEMENTS IS 0.9'
3. U.E. - UPPER ELEVATIONS
L.E. - LOWER ELEVATIONS

SEE SHEET 6

AVENUE

44.00'



PLAN FOR LOT 1

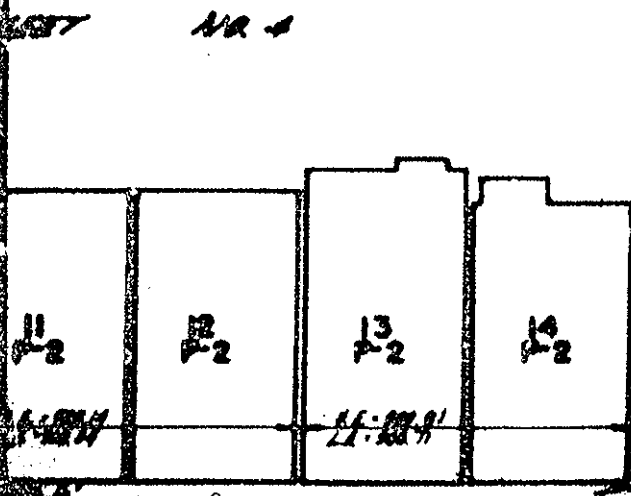
SHEET 5 OF 6 SHEETS

0. 32059

78-1309561

LOS ANGELES
CALIFORNIA

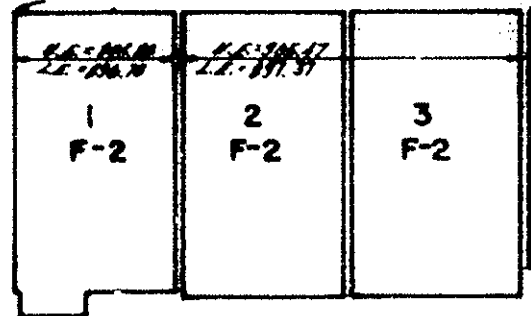
LOCATION MAP
SHOWING TO THE INTERIOR
OF LINES AT THE LOWER
BOUNDARY OF THE SECOND



78-1309561
19

AMIGO

10°05'37"E

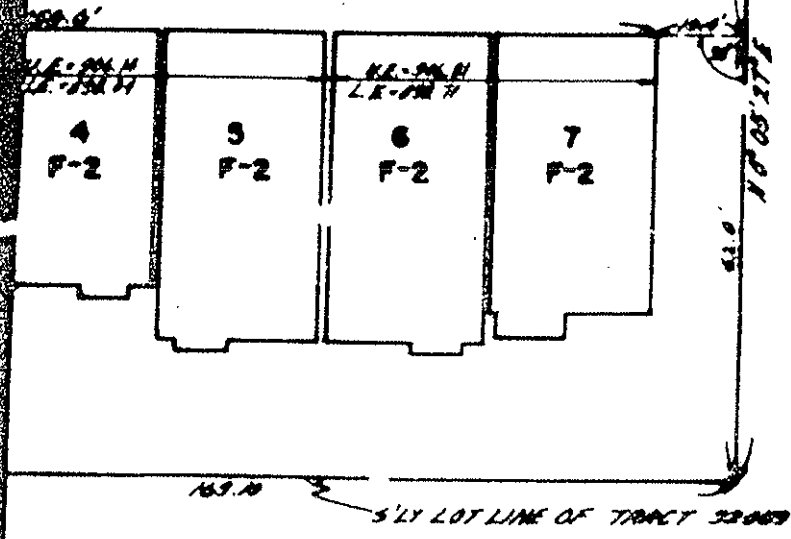


N 15° 23' 00" W
1. 20' 00" W

N 51° 33' W

CITRUS

78-1309561



STREET

78-1309561^A

A CONDOMINIUM

TRACT

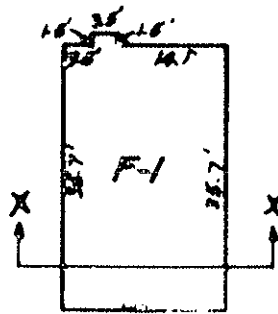
IN THE CITY OF
STATE OF

SCALE 1" = 20'

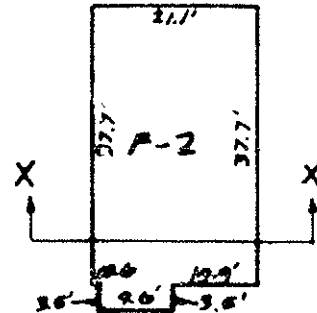


GRAPHIC SCALE

DET



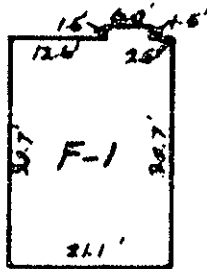
F-1 ELEMENT



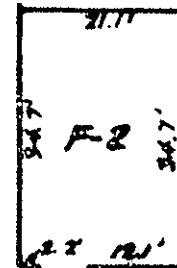
F-2 ELEMENT

DETAIL OF ELEMENTS COMPRISING UNITS:

7, 8, 21, 22, § 29



F-1 ELEMENT



F-2 ELEMENT

DETAIL OF ELEMENTS COMPRISING UNITS:

4, 19, 20, 26, § 27

15'-3\"/>

21'-1\"/>

PLAN FOR LOT 1

SHEET 6 OF 6 SHEETS

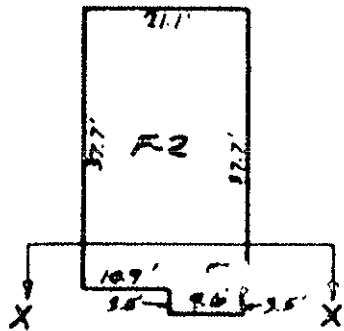
10. 32059

78-1309561

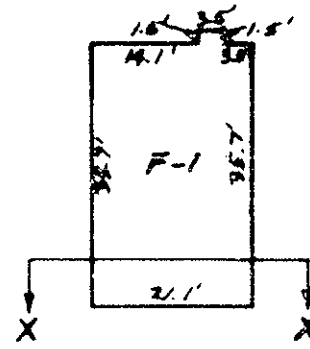
CITY OF LOS ANGELES
CALIFORNIA

RAILS

AN



F-2 ELEMENT

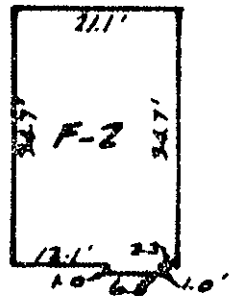


F-1 ELEMENT

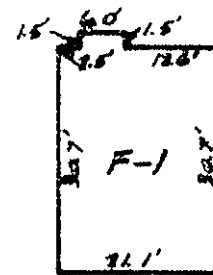
DETAIL OF ELEMENTS COMPRISING UNITS :

1, 14, 15, 28, 34

N



F-2 ELEMENT



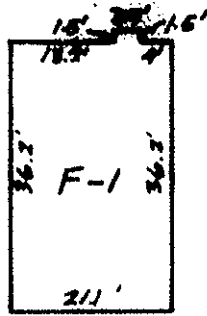
F-1 ELEMENT

DETAIL OF ELEMENTS COMPRISING UNITS :

9, 25

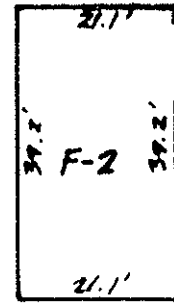
21.1'

1.5' 1.5'



F-1 ELEMENT

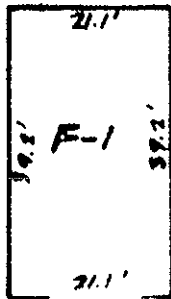
DETAIL OF ELEMENTS COMPRISING UNITS :
2, 12, 18, 24, 30



F-2 ELEMENTS

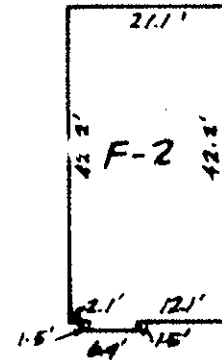
78-1309561

PLAN



F-1 ELEMENT

DETAIL OF ELEMENTS COMPRISING UNITS :
5, 13, 16, 23



F-2 ELEMENTS

PLAN



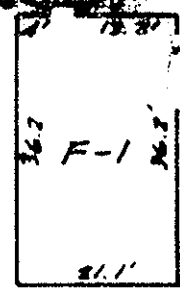
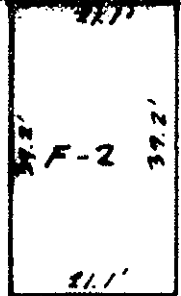
G ELEMENT

DETAIL OF ELEMENTS COMPRISING UNITS :
1 TO 31 INCL.

PLAN

78-1309561

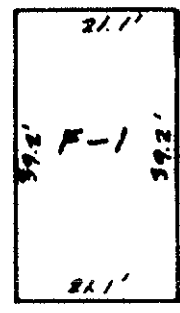
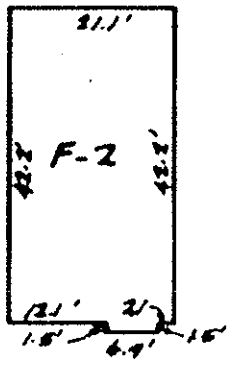
24



F-2 ELEMENTS

F-1 ELEMENT

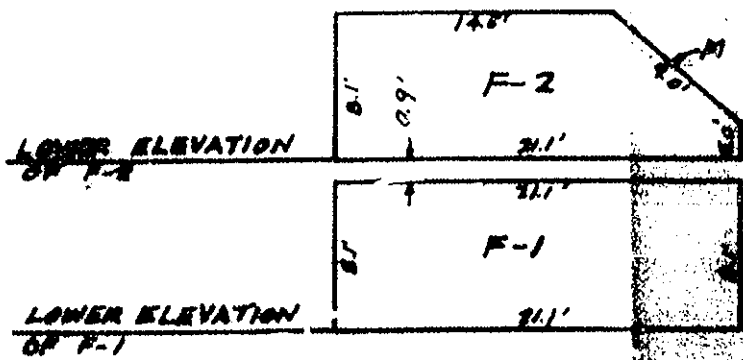
DETAIL OF ELEMENTS COMPRISING UNITS:
3, 11, 19



F-2 ELEMENT

F-1 ELEMENT

DETAIL OF ELEMENT COMPRISING UNITS:
6, 17



SECTION X-X

