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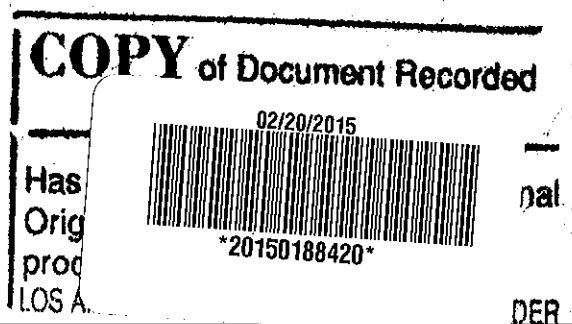
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TITLE(S)

**ORDER ON PETITION FOR COURT ORDER REDUCING THE PERCENTAGE OF VOTES
NECESSARY TO AMEND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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FILED
Superior Court of California
County of Los Angeles

FEB 06 2015

Sherri R. Carter, Executive Officer/Clerk
By L. McFarlane, Deputy
Lindsey McFarlane

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

IN RE THE MATTER OF:

LE STUDIO OWNERS ASSOCIATION, a
California non-profit mutual benefit corporation,

Petitioner,

vs.

THE MEMBERS OF LE STUDIO OWNERS
ASSOCIATION,

Respondents.

CASE NO. ES018661

ORDER ON PETITION FOR COURT
ORDER REDUCING THE PERCENTAGE
OF VOTES NECESSARY TO AMEND
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(CIVIL CODE Section 4275)

The Petition of Le Studio Owners Association came on for hearing on February 6, 2015 in Department NC"B" of the Superior Court of Los Angeles County located at 300 East Olive Street, Burbank, California before the Honorable DONNA FIELDS GOLDSTEIN, Judge. Debra L. Sheppard appeared for Petitioner Le Studio Owners Association.

After considering the Petition, the exhibits to the Petition, and oral argument from counsel at the hearing, the Court finds that Petitioner has met its burden of showing that all of the requirements of Civil Code Section 4275 were satisfied and that on September 20, 2014, Petitioner obtained the approval of more than a majority (27 out of 51) of Members of Le Studio Owners

1 Association to the Restated Covenants, Conditions and Restrictions.

2 IT IS ORDERED, ADJUDGED AND DECREED that the Petition is granted and the Restated
3 Declaration of Covenants, Conditions and Restrictions, attached hereto as *Exhibit "A"* and
4 incorporated herein by reference, has been validly approved on the basis of the affirmative votes
5 actually received on September 20, 2014 and the requirement under the governing documents for
6 75% of the Members to amend the Declaration of Covenants, Conditions and Restrictions is
7 dispensed pursuant to California Civil Code Section 4275(d).

8 DATED: February 6, 2015

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11 DONNA FIELDS GOLDSTEIN
12 Judge of the Los Angeles Superior Court
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EXHIBIT A

WHEN RECORDED, MAIL TO:

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RESTATED

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF LE STUDIO OWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

LE STUDIO OWNERS ASSOCIATION

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**RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
LE STUDIO OWNERS ASSOCIATION,
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

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RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF LE STUDIO OWNERS ASSOCIATION,
A California Non-Profit Mutual Benefit Corporation

This Restated Declaration of Covenants, Conditions and Restrictions of LE STUDIO OWNERS ASSOCIATION is made this ____ day of _____, 201__, by the undersigned with reference to the following facts:

A. A Declaration of Covenants, Conditions and Restrictions for the real property was recorded as Instrument Number 82-701500 on July 13, 1982 in the office of the County Recorder of Los Angeles County.

B. A Superseding Declaration of Covenants, Conditions and Restrictions for the real property was recorded as Instrument Number 05-176645 on January 25, 2005 in the office of the County Recorder of Los Angeles County.

C. The undersigned have confirmed and placed in the records of the Association the signatures representing the necessary voting power of the unit owners of the condominiums covered by the Superseding Declaration, reflecting their confirmation and approval to make the Restated Declaration which follows.

D. The undersigned desire to restate and by this Restated Declaration do, in fact, restate said Declaration of Covenants, Conditions and Restrictions in its entirety. This Restated Declaration shall supersede all prior and superseding Declarations and amendments, except as specifically provided otherwise herein.

RECITALS

A. Declarant was the original owner of that certain real property ("Property") located at 10945 Hortense Street, North Hollywood, California, which is more particularly described as: Lot 1 of Tract No. 40219 in the City of Los Angeles, County of Los Angeles, State of California as per

map recorded in Book 978, Pages 95 through 97, inclusive of Maps, in the Office of the County Recorder of Los Angeles County.

B. Declarant conveyed the Property, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the original Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Property and all of which shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

1.1 "Articles" means the Articles of Incorporation of Le Studio Owners Association filed in the Office of the Secretary of State of the State of California.

1.2 "Assessment" means that portion of the costs of maintaining, improving, repairing, operating, and managing the Project that is to be paid by each Owner as determined by the Association, and includes regular and special assessments. Special Individual Assessment means a charge or expense levied against an individual Owner to reimburse the Association for expenses incurred by the Association to repair the Common Area damaged by the Owner, his/her family, tenants, or guests or to bring the Owner into compliance with the governing documents of the Association.

1.3 "Association" means LE STUDIO OWNERS ASSOCIATION, a California Non-Profit Mutual Benefit Corporation, its successors and assigns. The Association is an "association" as defined in California Civil Code Section 4080. The Association's Members are the record owners of each of the condominium units which are located on the Property.

1.4 "Association Rules" means the rules, regulations and policies adopted by the Board of Directors of the Association, pursuant to this or a previous Declaration, as the same may be in effect from time to time.

1.5 "Board of Directors" or "Board" means the Board of Directors of the Association.

1.6 "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

1.7 "Common Area" means the entire Property except all Units, as defined and shown on the Condominium Plan. Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon. Each Owner owns a 1/51st interest in and to the common area as a tenant-in-common.

1.8 "Common Expense" means any use of Common Funds authorized by this Declaration, by law, or by the Bylaws.

1.9 "Common Facilities" means the pool, barbeques, mailboxes, storage, utility cupboards, parking spaces, fences, gates, block walls, courtyard, walkways, stairs, trees, hedges, plants, lawns, shrubs, landscaping, sprinklers, lighting fixtures, pipes, buildings, structures and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area.

1.10 "Condominium" means an estate in real property as described in the California Civil Code Sections 783 and 4125 consisting of an undivided interest as a tenant in common in all of the Common Area, together with a separate fee interest in a Unit and any other separate interests in the real property as are described in this Declaration, in the Condominium Plan, or in the deed conveying the Condominium.

1.11 "Condominium Plan" means the Condominium Plan recorded on July 13, 1982 as Instrument No. 82-701499 in the Official Records of Los Angeles County, respecting the Property, and any amendments to the plan.

1.12 "Declaration" means this instrument, as it may be amended or restated from time to time.

1.13 "Garage" means the subterranean Common Area parking garage underneath the building.

1.14 "Governing Documents" is a collective term that means and refers to this Declaration and to the Articles, the Bylaws, and the Association Rules and Regulations, Guidelines, and Policies.

1.15 "Improvement" includes, without limitation, the construction, installation, alteration, replacement, modification or remodeling of any buildings, walls, fences, patios, landscaping, landscape structures, antennas, utility lines, patio cover, or any exterior structure of any kind.

1.16 "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to this Declaration.

1.17 "Mortgage" means any Deed recorded as security for a loan made to the Owner of a Unit.

1.18 "Owner" or "Owner of Record" and "Member of the Association" mean any person, firm, corporation or other entity in which title to a Condominium is vested as shown by the Official Records of the Office of the County Recorder.

1.19 "Patio" means an exterior component of a Unit as provided by the Condominium Plan.

1.20 "Project" means the Property and the improvements located thereon which are intended to create a condominium project as described in California Civil Code Section 4125.

1.21 "Property" means the land and all buildings, structures, utilities, Common Facilities, and other improvements located thereon, and all appurtenances thereto.

1.22 "Resident" means any Owner, tenant, lessee, or other occupant of a Condominium.

1.23 "Residential Use" means the occupation and use of a Condominium Unit for dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy residential dwellings or the use of the condominium.

1.24 "Tenant" means tenant, lessee, guest, contract purchaser, family member or anyone other than the Owner of the Unit who is residing in the Unit.

1.25 "Unit" means the elements of a Condominium that are not owned in common with the Owners of other Condominiums in the Project, such Condominium Units and their respective boundaries being shown and particularly described in the Condominium Plan, deeds conveying Condominiums, and this Declaration.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

2.1 Elements of Condominium. Ownership of each Condominium within the Project includes a Unit; an undivided interest in the Common Area which is specified in the deed to each Owner; a membership in the Association; and any exclusive or nonexclusive easement or easements appurtenant to such Condominium over the Common Area as described in the Declaration, the Condominium Plan and the deed to the Condominium. The Condominium Plan provides that patios are a part of the Unit.

2.2 Owners' Nonexclusive Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas within the Property, including ingress and egress to and from his or her Condominium, which shall be appurtenant to and shall pass with the title to every Condominium, subject to the following rights and restrictions:

(a) The right of the Association to assign, rent, lease, license, charge reasonable admission and other fees for, and to otherwise designate and control the use of Common Facilities, including, but not limited to, unassigned parking spaces and storage spaces and to limit the number of guests of Members who may use any recreational Common Facilities.

(b) The right of the Association to adopt Association Rules regulating the use and enjoyment of the Property for the benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Document by any Owner, Resident or guest, to temporarily suspend the voting rights and/or right to use the common facilities, other than roads, by any Owner and/or Resident or guests, after notice and a hearing.

(c) The right of the Association to enter upon and have access to Units and Exclusive Use Common Areas when such access is essential for the maintenance of the Common Area.

2.3 Persons Subject to Governing Documents. All present and future Owners, Residents, and guests within the Property shall be subject to, and shall comply with, each and every provision of the Governing Documents, as the same or any of them shall be amended from time to time. The acceptance of a deed to any Condominium, the entering into a lease, sublease or contract of sale with respect to any Unit, or the occupancy of any Unit shall constitute the consent and agreement of such Owner and Resident that each and all of the provisions of this Declaration, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with the Governing Documents.

ARTICLE III

HOMEOWNERS ASSOCIATION

3.1 Association Membership. Every Owner of a Condominium shall be a Member of the Association. Each Owner shall hold one membership in the Association for each Condominium owned. Membership in the Association shall cease at such time as the Member's ownership in a Condominium within the complex ceases. Persons or entities who hold an interest in a Condominium merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Condominium through foreclosure or deed in lieu thereof. Occupancy of a Condominium does not confer membership unless title is recorded in the occupant's name.

3.2 One Class of Membership. The Association shall have one class of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

3.3 Voting Rights of Members.

(a) **Members Voting Rights.** Each Member of the Association shall be entitled to one vote for each Condominium owned by said Member. When more than one person holds an interest in any Condominium, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Condominium. Voting rights may be temporarily suspended pursuant to the provisions of the Governing Documents for non-payment of Assessments and for other violations of the Governing Documents, after notice and the opportunity for a hearing has been

provided.

3.4 Assessments. The Association shall have the power to establish, fix and levy Assessments against the Owners of Condominiums within the Property and to enforce payment of such Assessments in accordance with the provisions of this Declaration and the law. Every Owner, by acceptance of a Deed to a Condominium, agrees to pay to the Association all assessments established and levied by the Board of Directors against the Members or individually against one Member.

3.5 Powers and Authority of the Association.

(a) Powers Generally. The Association, acting through its duly elected Board of Directors, shall have the responsibility of managing and maintaining the Common Areas and Common Facilities and discharging the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a non-profit corporation organized under the laws of the State of California in the ownership and management of its properties and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon shall be as set forth in the Bylaws.

(b) Association's Right of Entry. The Association, its contractors and/or its agents shall have the right, when necessary, to enter any Unit or Exclusive Use Common Area to perform the Association's obligations under this Declaration, including (i) exterior maintenance or repair obligations; (ii) obligations to enforce the Governing Documents; (iii) any obligations with respect to construction, maintenance and repair of adjacent Common Facilities; or (iv) after 15 days' written notice to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association property or the Owners in common.

The Association's rights of entry under this subparagraph (b) shall be immediate in case of an emergency originating in or threatening the Condominium where entry is required, or any adjoining Condominium or Common Area, and the Association's work may be performed under such circumstances whether or not the Owner or Resident is present. In all non-emergency situations, the Association or its agents shall furnish the Owner or Resident with at least 24 hours written notice of its intent to enter the Condominium, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing within the Condominium. If the Owner or Resident fails or refuses to provide entry to the Association, its contractors and or/its agents after 24 hours' notice

or in an emergency situation which could cause damage to the Common Area and Units, the Association shall have the power to assess, as a Special Assessment, any increased costs of construction and re-scheduling the work incurred by the Association as a result of the delay in entry and attorneys' fees and costs.

(c) Repair of Common Area. For any work for which the cost will exceed \$10,000.00, the Board shall interview and obtain bids from a minimum of three (3) licensed and insured contractors who are familiar with the work to be done and who regularly perform work for community associations. The Board shall verify the contractors' licenses with the Contractors State License Board to ensure they are in good standing. The Board shall contact references to ensure that the contractors are qualified and reliable and have worked on similar projects. The Board shall ensure that the contractor selected maintains liability insurance of at least \$1,000,000.00 and Workers' Compensation in a statutory amount. The contractor shall be required to name the Association as an additional insured on its insurance during the time the work is being done. The Board may, in its discretion, require the contractor to furnish a completion bond, assuring completion of the work and payment of all labor and materials bills for which a lien on the Common Area or any residential unit could be claimed. The Board shall enter into a written contract defining the scope of the work, the start and completion dates, the payment schedule, and the requirement of providing Mechanic's lien releases, the procedure for submitting applications for payment, the term of warranty for labor and materials, and a ten percent retention on all payments until completion of the project.

3.6 Association Rules.

(a) Rule-Making Power. The Board may, from time to time and subject to the provisions of this Declaration and Civil Code Section 4370, by a majority vote, propose, enact and amend rules and regulations of general application to the Owners, Residents, and guests of Owners and Residents of Condominiums within the Property. Except for rules which are adopted to address an imminent threat to public health or safety or risk of substantial economic loss, the Board must provide 30 days' written notice of changes in or the adoption of rules concerning the use of the common area and exclusive use common area, the use of a Unit, member discipline, payment plans standards for delinquent assessments, architectural standards and guidelines for modifications to Units and the Exclusive Use Common Area, and procedures for the resolution of assessment disputes. The Notice must be accompanied by the text of the proposed rule, the purpose of the rule, and the effect of the rule.

Notwithstanding the foregoing grant of authority, the Association Rules shall not be inconsistent with or materially alter any provision of the other Governing Documents. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents, the provisions contained in the other Governing Documents shall be deemed to prevail.

(b) Distribution of Rules. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner within

15 days of adoption.

(c) Adoption and Amendment of Rules. Any duly adopted rule or amendment to the Rules shall become effective upon distribution to the Owners.

3.7 Breach of Rules or Restrictions.

Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth in this Declaration.

3.8 Limitation on Liability of Association's Directors and Officers.

(a) Claims Regarding Breach of Duty. No director, officer or agent of the Association shall be personally liable to any of the Association's Members, or to any other person, for any error or omission in the discharge of their duties and responsibilities or for their failure to provide any service required hereunder or under the Bylaws, provided that such director or officer has, upon the basis of such information as may be possessed by the director or officer, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) Other Claims Involving Tortious Acts. No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer member of the Board or volunteer officer of the Association shall recover damages from such Board member or officer if all of the following conditions are satisfied:

(i) The act or omission was performed within the scope of the volunteer Board member's or officer's Association duties;

(ii) The act or omission was performed in good faith;

(iii) The act or omission was not willful, wanton, or grossly negligent;

(iv) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim was made one or more policies of insurance that include coverage for general liability of the Association in a sum not less than \$2,000,000 or such larger amount set by statute and individual liability of the officers and directors of the Association for negligent acts or omissions in their official capacities, with minimum coverage of insurance being not less than \$500,000 or such larger amount as set by statute.

The payment of actual expenses incurred by a Board member or officer in the execution of that person's Association duties shall not affect that person's status as a volunteer Board

member or officer for the purposes of this section.

The provisions of this subparagraph (b) are intended to reflect the protections provided to volunteer directors and officers of community associations under Civil Code §5800. In the event that Civil Code section is amended or superseded by another, similar provision of the California statutes, this subparagraph (b) shall be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor Civil Code provision.

(c) Claims Involving Property Damage. No director, officer, nor agent shall be liable to any Owner or Resident, or their family members or guests for damages due to theft of personal property from within a Condominium, patio or balcony, or from the Common Area.

ARTICLE IV **ASSESSMENTS**

4.1 Establishment of Assessments; Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year, provided that, the Board of Directors may not impose a Regular Assessment that is more than 20 percent greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote or written assent of Members, constituting a quorum, casting a majority of the votes at a meeting or election of the Association.

4.2 Mailing Notice of Assessment. The Board of Directors shall mail to each Owner at the street address of the Owner's Condominium, or at such other address as the Owner may from time to time designate in writing to the Association, notice of any increase or decrease in the amount of the Regular Assessments for the next succeeding fiscal year or notice of a Special Assessment no less than 30 days nor more than 60 days prior to the assessment becoming due.

4.3 Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year shall be assessed against each Owner and his or her Condominium for the fiscal year for which no estimate of common expenses has been made, and installment payments based upon such automatic Assessment shall be payable on the regular payment dates established by the Association.

4.4 Installment Payment of Assessments. The Regular Assessment levied against each Owner and his or her Condominium shall be due and payable in advance to the Association in equal monthly installments on the first day of each month. Installments of Regular Assessments shall be delinquent if not paid by the 15th day of the month in which the Assessment is due.

4.5 Method of Determining Assessments. The Regular Assessment and any Special

Assessments levied upon all Owners shall be allocated among, assessed against, and charged to each Owner equally. This provision shall not prohibit the Association from obtaining a separate meter for each Unit for utilities.

4.6 Assessments to Address Emergency Situations. The requirement of a membership vote to approve Regular Assessment increases in excess of 20 percent of the previous year's Regular Assessment shall not apply to assessment increases necessary to address emergency situations, as defined in Civil Code Section 5610.

4.7 Special Assessments.

(a) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in subparagraph (b) below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Condominiums for the following purposes:

(i) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board of Directors shall levy and collect a Special Assessment. The Special Assessment may be payable over such period of time as the Board shall determine is in the best interests of the Association's members, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(ii) Capital Improvements. The Board may also levy Special Assessments for additional capital improvements within the Common Area (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities).

(iii) Loan Repayments. The Board may levy Special Assessments to repay disaster loans or loans obtained for the purpose of repairing Common Area facilities or financing litigation, subject to the vote or written assent of a majority of a quorum of the Owners. Any Special Assessment levied to repay the Small Business Administration (SBA) or any other long-term loan shall be payable monthly or as otherwise determined by the Board. Upon voluntary sale of a condominium, either the total balance of the Special Assessment shall be paid at the close of escrow or the buyer shall assume the monthly payments. In the case of a foreclosure, the foreclosing lender shall be responsible for monthly payments from the date of foreclosure until re-sale of the unit and shall require as a condition of escrow that the purchaser assume the monthly payments.

(iv) Damage to Common Area or Common Facilities. The Board may levy a Special Assessment to pay for repairs to the Common Area or Common Facilities resulting from construction defects or other damage for which there is no or insufficient insurance coverage.

(v) Special Individual Assessment. The Board of Directors may levy a Special Individual Assessment to reimburse the Association for expenses, including attorneys fees and costs, incurred by the Association due to the failure of an Owner to comply with the Governing Documents, as set forth below.

(b) Special Assessments Requiring Owner Approval. No Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which the Special Assessment(s) is levied shall be made without the vote or written assent of Owners, constituting a quorum, casting a majority of the votes at a meeting or election of the Association.

(c) Allocation and Payment of Special Assessments. When levied by the Board or approved by the Owners as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Condominium equally.

(d) Special Assessments for purposes described in this Section shall be due as a personal debt of the Owner and a lien against his or her Condominium.

4.8 Special Individual Assessments.

(a) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 4.7, above, the Board of Directors may impose Special Individual Assessments against an Owner in any of the following circumstances:

(i) Damage to Common Area or Common Facilities. In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities, including any portion of a Unit which the Association is obligated to repair and maintain is caused by the willful misconduct or negligent act or omission of any Owner, any Resident, any member of his or her family, or any of his or her tenants, guests, servants, employees, licensees or invitees, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith shall be assessed and charged solely to and against such Owner as a Special Individual Assessment following notice and the opportunity for a hearing.

(ii) Expenses Incurred in Gaining Member Compliance. In the event that the Association incurs any costs or expenses, to accomplish (A) any repair, maintenance or replacement to any portion of the Property that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete after 15 days' written notice or (B) to otherwise bring the Owner and/or his or her Condominium into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable attorneys' fees, but excluding fines) shall be assessed and charged solely to and against such Owner as a Reimbursement Assessment following notice and the opportunity for a hearing.

(b) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, notice of such Special Individual Assessment shall be mailed to the affected Owner and the Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment, or within such other time period as the Board may determine. The Board may record a lien should the Owner not pay the Special Individual Assessment within the time period determined by the Board. The Board may pursue all remedies available to collect a Special Individual Assessment as if it were any other assessment.

4.9 Maintenance of Assessment Funds. All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more insured checking, savings or money market accounts in a bank or savings and loan association selected by the Board of Directors which has offices located within the State of California, County of Los Angeles. In addition, the Board shall be entitled to make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees.

4.10 Collection of Assessments; Enforcement of Liens.

(a) Delinquent Assessments. If any installment payment of a Regular Assessment or lump sum or installment payment of any Special Assessment or Special Individual Assessment or Emergency Assessment assessed to any Owner is not paid within 15 days after the same becomes due, such payment shall be delinquent and may, at the Board's election, bear interest at the rate of twelve percent (12%) per annum beginning 30 days after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized and empowered to impose a late charge for any delinquent Assessments not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater.

(b) Effect of Nonpayment of Assessments.

(i) Creation and Imposition of a Lien for Delinquent Assessments. As more particularly provided in California Civil Code Section 5675 or comparable superseding statute, the amount of any delinquent Regular, Special, Special Individual, or Emergency Assessment, together with any late charges, interest and collection costs (including reasonable attorneys' fees) shall become a lien upon the Condominium of the Owner so assessed only when the Association causes to be recorded in the Office of the County Recorder of the County, a Notice of Delinquent Assessment executed by an authorized agent or representative of the Association. At least thirty (30) days prior to recording an assessment lien, the Association shall follow all pre-lien procedures set forth in California Civil Code Section 5660, as may be amended from time to time, including sending a pre-lien letter by certified mail to the delinquent Owner and providing the Owner with all legally-required notifications of an Owner's rights. The decision to record a lien shall be made by the Board at an open meeting. Upon payment in full of the sums specified in the assessment lien,

and such sums as may become due and be charged up to the date of payment, the Association shall cause to be recorded a release of the assessment lien.

(ii) Remedies Available to the Association to Collect Assessments. After the expiration of thirty (30) days following the recording of an assessment lien and, if all legal requirements are met, the Association may initiate a legal action against the Owner personally obligated to pay the delinquent Assessment for a money judgment and/or foreclose its lien against the Owner's Condominium. In order for the Association to initiate foreclosure of its assessment lien, the Owner must be delinquent in the payment of assessments for twelve (12) months or in the sum of at least \$1,800 in assessments. The Association may, alternatively, file an action in Small Claims Court for a money judgment without waiting for assessments to reach \$1,800 or for twelve months to pass without payment. The Association may accept a deed in lieu of foreclosure. Foreclosure by the Association of its lien may be by judicial foreclosure or by non-judicial foreclosure.

4.11 Assignment of Rents. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease of a Condominium within the project for the purpose of collecting all Assessments due the Association which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease as they become due and payable, provided that the Association at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment. Upon revocation of such authority the Association may collect and retain such monies, whether past due and unpaid or current. The Association's rights under this Section shall be subordinate to the rights of any First Mortgagee.

4.12 Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law of California in effect at the time any Assessment becomes delinquent or any lien is imposed against the Owner's Condominium.

4.13 Prohibition on Avoidance of Obligations. No Owner may, by non-use of the Common Area or Common Facilities, abandonment of the Owner's Condominium or otherwise, avoid the burdens and obligations imposed on such Owner by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and his or her Condominium pursuant to this Declaration. There shall be no offsets asserted against assessments for any reason.

4.14 Termination of Obligations. Upon the conveyance, sale, assignment or other bona fide transfer of a Condominium to a new Owner, the transferor-Owner shall not be liable for any Assessments levied with respect to such Condominium which become due after the date of recording of the deed evidencing said transfer and, upon such recording, all Association membership rights possessed by the transferor by virtue of the ownership of said Condominium shall cease. In a voluntary conveyance of a condominium or transfer of the Owner's interest by Quitclaim Deed, the

grantee of same shall be jointly and severally liable with the grantor for all unpaid assessments up to the time of transfer of title.

4.15 Priority of Mortgage. No breach of any provision herein contained nor the enforcement of any assessment lien as provided herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions shall be binding upon and shall be effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

The lien or charge of any first mortgage of record (meaning any recorded mortgage or trust deed) made in good faith and for value shall have priority over the lien for the maintenance assessment provided herein.

4.16 Personal Obligation. All assessments, late charges, interest, collection costs and attorneys fees and costs shall be a debt and personal obligation of the person or entity who was the Owner of the Condominium at the time the assessment was levied. No person shall be liable for delinquent assessments of prior Owners of the Condominium unless the Owner expressly assumes personal liability for the assessments. Otherwise, any delinquent assessments owed by a previous Owner shall remain the debt of the previous Owner against whom the assessment was levied. Every Owner shall, pursuant to this Declaration, assume the monthly payments of any unpaid long-term special assessment the purpose of which is to repay a loan, whether SBA, private, or other government loan, obtained by the Association.

ARTICLE V LEASING OF CONDOMINIUMS

5.1 One Year Occupancy Requirement. Every purchaser, whether taking title at a foreclosure sale, by quitclaim deed, a sale, or any other manner of acquisition, shall reside in the Unit for a minimum of one year following transfer of title to said purchaser. This Section does not apply to lenders who acquire title by foreclosure or to the Association if it acquires title by foreclosure of an assessment lien. Should a purchaser or other person who acquires title to the Unit fail to occupy the Unit and instead allow another person to occupy the dwelling, the Association shall have the right to evict the tenant or other occupant.

Any violation of this Section shall give the Association the right to evict the tenant and either obtain an award for attorney's fees and costs against the Owner in the eviction action or levy a Special Individual Assessment against the Owner to reimburse the Association for its legal fees and costs.

5.2 Maximum Number of Rental Units.

(a) Number of Rentals. In order to limit the number of rental units to comply with

lender's guidelines, prevent transient tenancy, and to avoid increased insurance premiums, any person who acquires title to a Unit within the building on or after the effective date of this Section may lease or rent the entire Unit for a period of not less than twelve consecutive months to the same tenant, provided that the percentage of Units occupied by tenants may not exceed Thirteen (13) Units in the building, which is twenty-five percent (25%) of the Fifty One (51) total units.

(b) Number of Rental Units on the Effective Date of this Provision. All Units owned at the time this provision goes into effect are permissible rental units ("Existing Owners"), unless an Existing Owner expressly agrees in writing to be subject to this provision during that Owner's ownership of the Unit. None of the Existing Owners of Units shall lose their right to rent unless they sell their Unit. The ability to rent a unit may not and shall not be transferred by the Owner of a rental unit to a purchaser or other person who acquires title to the unit after the effective date of this Section. The Association shall establish a waiting list for persons who acquire title to a Unit after the effective date of this provision.

(c) Owners Subject to this Provision. Any Owner who acquires title after this provision is effective ("Subsequent Owner") and rents his/her Unit ("rental unit") in compliance with this Section may continue to rent his/her unit until title to the Unit is transferred, sold, conveyed, foreclosed, decreed, or changes title in any other manner.

(d) Definition of Rental Unit. A rental unit shall be considered a rental unit whenever it is occupied solely by someone other than the Owner, whether as the result of the payment of rent or otherwise.

(e) Rental Agreement. No unit may be leased without a written rental agreement, a copy of which shall be provided to the Board of Directors. The rental agreement shall specify the names of all tenants intending to occupy the residence.

(f) Partial Rentals. No unit may be rented as a time share for a portion of a year or for transient use. No unit may be sub-leased by the tenant to another tenant or tenants not included in the original lease with the owner of the unit. No tenant shall sublease rooms within the Unit to other persons or entities.

(g) Waiting List. Once the number of rental units reaches thirteen (13) units, the Board shall establish a waiting list to permit other Owners who have a genuine intent to rent their units to have the opportunity to rent their units. Once a rental unit is sold by an Existing Owner and the total number of Existing Rental Units reaches 13, then Owners on the waiting list shall be entitled to priority on a first-come, first-served basis, unless an Owner is unable to occupy his/her unit due to death, illness, or dire emergency, in which event the Board shall hold a hearing in order to verify the exception and authorize the Owner to rent his/her unit prior to Owners before him/her on the waiting list. Even though there may be thirteen (13) rental units, the Board may grant an exception to an Owner or the Owner's heirs and representatives based upon the death of the Owner,

illness, or dire emergency. All exceptions shall be documented in a written Resolution by the Board. Upon sale or any transfer of title to a Unit, the Unit shall cease to be considered a rental unit and the Owner whose name is next on the waiting list shall be permitted to rent his/her unit if the sale or transfer places the number of rental units below thirteen (13).

(h) Eviction. Any violation of this provision shall provide the Association with the right to initiate an eviction, provided, the Association first gives the Owner notice and the opportunity for a hearing and the opportunity to correct the non-compliance with this Section. If the Association must evict the tenant, the Owner shall be responsible for all costs thereof, including reasonable attorney's fees and costs and shall reimburse the Association upon demand for the entire amount of such costs. If the Owner refuses to make such reimbursement, the sums shall be levied as a Special Individual Assessment against the Owner of the Unit and enforceable by lien or otherwise.

5.3 Delegation of Use and Leasing of Units. Any Owner may delegate the Owner's rights to use and enjoy the Common Area and Common Facilities to a Resident, provided that any rental or lease may only be for Residential Use and for a term not less than twelve (12) months.

During any period when a Unit has been rented or leased, the Owner, his or her family, guests and invitees shall not be entitled to use and enjoy the Common Areas or Common Facilities of the Properties, except to the extent reasonably necessary to perform the Owner's responsibilities as the owner of the Unit.

Any rental or lease of a Unit shall be subject to the provisions of the Governing Documents, all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall provide any Resident to whom he or she provides possession of the Unit with a current copy of all Governing Documents and shall be responsible for compliance by the Resident with all of the provisions of the Governing Documents during the Resident's occupancy and use of the Unit.

5.4 Discipline of Lessees. Subject to Section 5.5, in the event that any Resident fails to honor the provisions of any Governing Document, the Association may, but shall not be obligated, to take such corrective action as it deems necessary or appropriate under the circumstances, which may include suspension of the Resident's privileges to use any recreational Common Facilities, or the imposition of fines and penalties against the Owner or Resident.

Any fine or penalty levied pursuant to this section may not be enforced by foreclosure of a lien. If a fine or penalty is imposed as a result of the conduct of a Resident, the Resident agrees to be personally obligated for the payment of such fine or penalty in the event the Owner fails to pay the fine or penalty prior to the delinquency date. This provision, however, shall not be construed to release the Owner from any obligation, including the obligation to pay any duly imposed fine or penalty for which such Owner would otherwise be responsible.

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5.5 Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Property or to preserve the rights of quiet enjoyment of other Owners, the Association shall have no right to initiate disciplinary action against an Owner or Resident on account of the misconduct of a Resident or a guest of the Owner or Resident unless and until the following conditions have been satisfied: (i) The Owner has received written notice from the Board or the Association's property manager or authorized representative detailing the nature of the Resident's alleged infraction or misconduct and advising the Owner of his or her right to a hearing on the matter; (ii) the Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, if one is requested by the Owner; and (iii) the Owner has failed to prevent or correct the Resident's objectionable actions or misconduct or evict the Resident. Such written notice shall be deemed satisfied by sending it via first-class mail to the Owner's last known address.

5.6 Owner's Duty to Notify Association of Tenants and Contract Purchasers. Prior to any Resident moving into an Owner's Condominium, the Owner shall notify the Secretary of the Association or the Association's property manager, if any, of the name, e-mail address, and phone number of each Resident, along with the year, make, model, vehicle identification number, and license plate number of any vehicle belonging to the Resident. Each Owner and Resident shall also notify the Secretary of the Association of the names of all persons to whom such Owner or Resident has delegated any rights to use and enjoy the Property and the relationship that each such person bears to the Owner or Resident.

5.7 Association's Power to Evict.

(a) In the event that any Resident fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances, which may include the initiation of an eviction proceeding or the imposition of fines and penalties against the Owner or Resident pursuant to the fine schedule adopted by the Board.

(b) Whether or not such right is stated in any rental agreement, every Owner who rents his or her Unit automatically grants to the Association the right to determine a Resident's default under the Governing Documents and of terminating the tenancy and evicting the Resident for such default. If the Board takes such eviction action, either in its own name or in the Owner's name, the Owner shall be responsible for all costs thereof either as part of the Judgment obtained by the Association or as a Special Individual Assessment, including reasonable pre-litigation attorney's fees and costs. The Owner shall reimburse the Association within 30 days of notice of the amount of such costs. Each Owner shall also pay to the Association costs incurred in bringing the Resident into compliance with the provisions of the Governing Documents by restraining order or otherwise, including pre-litigation attorneys' fees and attorneys' fees incurred in litigation. If the Owner refuses to make such reimbursement, the sums shall be levied as a Special Individual Assessment against the Owner of the Unit and enforceable by lien or otherwise.

(c) The Association's right to maintain an eviction action hereunder is derived from Section 1160 of the California Code of Civil Procedure and Section 5980 of the California Civil Code and shall arise if the Resident's conduct involves damage to or destruction of Common Areas, improvements or personal property of the Association, or constitutes a nuisance or unreasonable interference with the quiet enjoyment of other Residents, or if such Resident has occupied the premises without Owner's permission and consent or without a written lease agreement entered into between an Owner and Resident, or if the Resident is occupying the unit in violation of the rental limit imposed by Paragraphs 5.1 and 5.2 hereof.

(d) Any fine or penalty levied pursuant to this section shall not become a lien against the Owner's Unit. If a fine is imposed as a result of the conduct of a Resident, the Owner and the Resident shall be jointly and severally liable for the payment of such fine. Any Resident charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Owner is entitled if the fine or penalty is to be levied against the Resident. Any Owner who shall allow another person or persons to occupy his or her Unit shall be responsible for assuring compliance by the Resident with the Governing Documents.

ARTICLE VI

DAMAGE OR DESTRUCTION OF IMPROVEMENTS

6.1 Destruction; Proceeds Exceed 90 Percent of Reconstruction Costs. If there is a total or partial destruction of the improvements in the Project, and if the available proceeds of the insurance carried are sufficient to cover at least 90 percent of the costs of repair and reconstruction, the improvements shall be promptly rebuilt. The Association shall solicit and obtain bids from at least three (3) reputable and qualified contractors to repair and reconstruct the improvements in accordance with the original plans and shall present this information to the Owners at a meeting.

6.2 Destruction; Proceeds Less Than 90 Percent of Reconstruction Costs. If the proceeds of insurance are less than 90 percent of the costs of repair and reconstruction, the improvements shall not be rebuilt unless, at a duly constituted meeting or by written ballot, 51% of the owners shall determine that repair and reconstruction shall take place. The Association shall solicit and obtain bids from at least three (3) reputable and qualified contractors to repair and reconstruct the improvements in accordance with the original plans and shall present this information to the Owners at the meeting.

6.3 Apportionment of Assessments. If the Owners determine to rebuild, each Owner shall be obligated to contribute a share of the cost of reconstruction or restoration over and above the available insurance proceeds according to the square footage of his or her unit. If any Owner fails or refuses to pay his or her proportionate share, the Association may levy a Special Assessment against the Condominium of such Owner, which may be enforced under the lien provisions provided in this Declaration.

6.4 Rebuilding Contract. If the Owners determine to rebuild, the Board or its authorized representative shall, after obtaining bids from at least three (3) reputable and qualified contractors, award the repair and reconstruction work to the contractor the Board or Committee considers the most qualified. It shall be the obligation of the Association to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. The property shall be reconstructed in accordance with the original plans of construction unless changes recommended by the Board of Directors shall have been approved by 66-2/3% of the voting owners and by all holders of record of encumbrances upon the condominiums. The Board shall have the authority to require owners and residents to vacate their condominiums in order to accomplish repairs and reconstruction upon at least thirty (30) days' notice.

6.5 Rebuilding Not Authorized. If the Owners determine not to rebuild, then, any insurance proceeds then available for such rebuilding and all net proceeds of sale shall be distributed to each Owner according to the square footage of each unit to the total square footage of all units, after payment to the Mortgagees of any balance due upon any valid encumbrance of record. The square footage of each shall be determined by the County Assessor's tax roll. The Association shall have the duty, within 120 days from the date of destruction, to execute, acknowledge, and record in the office of the County Recorder of the County, a certificate declaring the intention of the Owners not to rebuild.

6.6 Owners May Not Repair Common Area. No Owners shall repair, modify or change in any way Common Area without the written permission of the Board. Any violation of this provision will subject the Owner to a fine, after Notice and a Hearing, pursuant to the Fine Schedule adopted by the Board.

6.7 Damage to Interior of Unit. Each Owner, at the Owner's sole expense, shall repair and restore damage to the interior of the Owner's Unit, including, but not limited to, those items which the Owner is required to maintain, repair and replace in accordance with this Declaration. The work shall be completed promptly following the repair or replacement of the Common Area portions of the building by the Association in the event of partial or total destruction and a determination to rebuild.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Improvements in General. No "improvement" (as defined in Article I) of any kind shall be commenced, modified, constructed, installed, erected or maintained within the Property, nor shall any exterior addition to or change or alteration be made in or to any portion of the Common Area, any Common Facilities, any Exclusive Use Common Area or patios, until the plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same shall have been submitted to and approved in writing by the Association's Board of Directors as to quality of workmanship and materials and harmony of

external design and location in relation to surrounding structures. The Owner shall provide to the Board a copy of any building permits required by the City for the work to be done. Interior work requiring architectural approval is set forth in Section 7.2 below.

7.2 Submission of Plans; Action by Board. Plans and specifications for the proposed Improvement shall be submitted to the Board of Directors by personal delivery or certified mail to the managing agent of the Association in the Association's office or to such other place as directed by the Board of Directors. For any Improvements requiring a building permit, a copy of the building permit shall be submitted to the Board of Directors with the plans and specifications.

7.3 Approval or Disapproval. Approval of the Board may contain conditions or requests for modification of particular aspects of the Owner's plans and specifications. Approval shall be in writing within 45 days of submission of all plans and specifications and materials required by the Committee. If the application for approval is not granted in writing within 45 days, the application shall be deemed denied.

7.4 Reconsideration by the Board. If a proposed modification or change is disapproved in writing, the Owner is entitled to reconsideration by the Board at an open meeting of the Board.

7.5 Architectural Rules. The Board may, subject to Civil Code Section 4355, adopt, amend and repeal rules and regulations to be known as "Architectural Rules." Said rules shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Property, provided that said rules shall not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the Declaration shall prevail.

7.6 Non-Complying Improvements. Failure to comply with the Architectural provisions of this Declaration, the rules and regulations of the Association, building codes, any law or ordinance, or the terms and conditions of the Board's approval, may result in the Board requiring the removal of the Improvement and restoration of the area of the building to its pre-modified condition, or the modification of the Improvement to make it conform to the Board's conditions of approval. The removal or modification of the Improvement shall be made by the Owner, at his/her expense, within 30 days of notification to the Owner by the Board or within such shorter time as the Board may determine is necessary for safety reasons or such longer time as the Board may determine is necessary. If the Owner fails to remove or modify the Improvement within the time specified, the Board may do so and assess a Special Individual Assessment against the Owner to pay for the expenses incurred by the Association.

7.7 Variances. The Board may grant a reasonable variance, if requested by an Owner prior to constructing the Improvement, in order to prevent unnecessary hardship or expense or to avoid

impractical requirements, provided the variance does not violate the provisions of this Declaration, does not amount to a material deviation from the overall plan and scheme of development, does not detrimentally affect or create a nuisance to any other Unit or the Common Area, and does not violate any government order, code or law.

ARTICLE VIII

RESTRICTIONS ON USE OF CONDOMINIUMS AND COMMON AREA

In addition to the restrictions established by law and Association Rules, which are not inconsistent with this Declaration, the following restrictions are hereby imposed upon the use of Condominiums, Common Areas, and Exclusive Use Common Area within the Property.

8.1 Residential Use. The use of each Condominium within the Property is hereby restricted to Residential Use, as defined in Article I hereof.

8.2 Interior Improvements. All interior Improvements shall be in compliance with the Architectural provisions of the Declaration, rules and regulations, and all governing documents. Any interior Improvement to a Condominium involving structural components of the building structure shall require prior written architectural approval from the Board of Directors and shall be in compliance with the governing documents. Work requiring approval shall include, but not be limited to, window replacement, electrical re-wiring, the alteration of any load bearing walls, the alteration of ceilings, repair or replacement to the common area plumbing, the installation of windows, solar tubes or skylights, and the installation of hard surface flooring within the Condominium on the second and third floors. With respect to hard surface flooring, sufficient padding shall be installed underneath the floors to prevent the transmittal of unreasonable noise and sounds created by activities on hard surfaced floors. Under no circumstances shall any Owner undertake any activity or work with respect to the Owner's Condominium that will impair the structural soundness or integrity of another Condominium, any Common Area, including exclusive use common area, or impair any easement.

8.3 Use of and Damage to Common Area. No Owner, Resident, invitee, or guest may make any improvement, alteration or modification to the Common Area or Common Area Facilities or remove or alter any furnishings, structures or landscaping materials. The Common Area shall not be obstructed by any person or object. Each Owner shall be liable to the Association for any damage to the Common Area or Common Facilities that may be sustained by reason of the negligent or intentional conduct of the Owner or Resident, that Owner's or Resident's family members, contract purchasers, contractors, tenants, guests, or invitees. Each Owner, by acceptance of his or her deed, agrees personally and for family members, contractors, contract purchasers, tenants, guests, and invitees, to indemnify the Association, and to hold the Association harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Condominium of the Owner, including patio, and any Exclusive Use Common Area. Indemnification is not required in the event (i) that such injury or damage is covered by liability

insurance in favor of the Owner in whose Unit the injury or damage occurred, or (ii) the injury or damage occurred by reason of the willful or negligent act or omission of the Association.

8.4 Prohibition of Offensive Activities. No illegal, noxious or offensive activities shall be carried on or conducted upon any Condominium, Exclusive Use Common Area, or Common Area nor shall anything be done within the Property which is or could become an unreasonable annoyance or nuisance to other Owners or Residents. Without limiting the foregoing, no Owner or Resident shall cause or permit unreasonable noise, including, but not limited to, barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Unit or from activities within the Common Area, which would unreasonably disturb any other Owner's or Resident's enjoyment of his or her Unit or the Common Area. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Unit and its contents, shall be placed or used on any Unit. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or activity constitutes a nuisance and impose fines in accordance with the Association's Fine Schedule, after notice and a hearing.

8.5 Household Pets.

(a) No animals, livestock, reptiles, fish, insects, birds, or poultry shall be kept in any Condominium, except usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets provided that they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. "Unreasonable quantities" shall mean more than two (2) pets per Condominium, except for fish. Any pets existing at the time the Restated CC&Rs are approved and become effective which exceed the limit of two pets shall be permitted to remain until the Owner moves or the pet no longer exists.

(b) All pets shall be kept within the Condominium or carried or kept on a leash by a person capable of controlling the pet (including cats) during ingress and egress through the Common Area. No pet is permitted to roam the Common Area. No pet is permitted on the walkways without a leash.

(c) Each person bringing or keeping a pet on the Property shall be solely responsible for the conduct of the person's pets and injury or damage, if any, caused by the pets. The Association, its Board, officers, employees and agents shall have no liability to any Owners, Residents, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet. No dangerous pets are permitted.

(d) Each pet owner shall clean up after such pet. An Owner shall not permit a pet to relieve itself on the Common Area and shall clean up after the pet if the pet relieves itself in the Common Area. If the pet relieves itself on the Unit's patio, then the Owner shall promptly remove

the waste. Pet owners shall comply with City and County ordinances. A pet shall not be kept on a patio in the Owner's absence, nor tethered, tied or chained in exterior exclusive use Common Area or the Common Area.

(e) The Board of Directors shall have the right to establish and enforce rules and regulations for the reasonable control and keeping of household pets in, upon and around the Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Property by other Owners and Residents. The Board of Directors shall have the right to ask an Owner or Resident or guest of either to remove a pet from the Property permanently if the pet is determined to be a nuisance or considered dangerous.

8.6 Signs. No advertising signs or billboards shall be displayed on any building or posted within or upon any portion of the Common Area, except as permitted by law. Owners may display one sign in plain view of the public which advertises their Condominium "For Rent", "For Lease", "For Sale", or "For Exchange" in such place as may be designated by the Board. The sign shall be no larger than 18" by 24" in size and of reasonable design. Owners may display non-commercial signs, posters, flags and banners on or in their Units only in accordance with Civil Code Section 4710. This provision does not apply to signs posted by the Board of Directors on Common Area.

8.7 Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any Condominium, garage or building without the prior written approval of the Board. No restrictions contained in this Section shall be construed in such a manner so as to prohibit any Owner from maintaining a home office, unless other Residents are disturbed by an unreasonable number of visitors to the Property, excessive noise, or additional traffic. This restriction shall not prohibit leasing of a Condominium, subject to Article V of this Declaration.

8.8 Garbage. No rubbish, trash, or garbage shall be allowed to accumulate within or outside of any Unit or garage. No Owner or Resident shall allow an accumulation of trash, debris, paper, or other items which would create a fire or health hazard or invite infestation of termites and other pests. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Property to a public dump or trash collection area by the Owner or Resident at his or her expense.

8.9 Patios. An Owner or Resident may furnish his/her patio with outdoor furniture and plants compatible in appearance and color with the exterior of the building. Any other items maintained on a patio shall be placed out of sight from neighboring Units, the street, and the Common Area. No shed or storage containers shall be placed on any patio. Patios shall be maintained in a neat and uncluttered condition. No patio may be enclosed without the prior written approval of the Board.

8.10 Clotheslines. No exterior clothesline shall be erected or maintained and there shall be

no drying or laundering of clothes or any article on the patio or balcony railing of any Unit in a manner which is visible from any neighboring Unit, the street or the Common Area.

8.11 Antennas and Similar Devices. No Owner or Resident shall place or maintain any objects, such as wires, masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any building, the roof, or on any Common Area within the Property, except as may be permitted by law. Objects must not encroach upon any common elements or any other Owner's individual unit. The Board of Directors may adopt guidelines for the placement of satellite dishes, and other similar devices, within the Property.

8.12 Machinery and Equipment. No machinery or equipment of any kind shall be placed, installed, operated or maintained upon or adjacent to any Unit, patio, in the common garage, Exclusive Use Common Area, or the Common Area, except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a Condominium or appurtenant structures within the Property. No hobby or carpenter shops which create an unreasonable disturbance to neighbors are permitted on the Property. No automobile or other motorized vehicle overhaul is permitted on the Property. Repair or maintenance work, other than emergency work, is only permitted on the Property when requiring less than one day's work and only with the prior written approval of the Board, and any affected Resident.

8.13 Washers and Dryers. Owners may install washers and dryers at their own expense. Owners shall have a licensed, insured and bonded contractor perform the installation and shall obtain a permit, if necessary. Any damage caused by the malfunction of the washer or dryer shall be the responsibility of the Owner. Any Owner planning to install a washer and/or dryer within his/her unit shall be required to install a drip pan under the washer and braided hoses and dryer vent exhaust tubing.

8.14 Parking and Vehicle Restrictions. The following parking and vehicle restrictions shall apply within the Property:

(a) All Owners and Residents shall park their vehicles within their assigned garage parking space, except for such temporary loading and unloading as may be permitted by rules promulgated by the Board. Only registered, insured, and operable vehicles may be parked within a parking space. No sheds or storage containers shall be placed in any parking space.

(b) The only vehicles permitted to be parked within the Property are standard passenger automobiles, passenger vans, and trucks which do not exceed three-quarter ton in gross weight. Campers, recreational vehicles, buses, boats, trailers, motorcycles, commercial vehicles, and trucks in excess of three-quarter tons in gross weight are not permitted to be parked within the Property.

(c) Guest parking is reserved for guests and shall not be used by Owners. The

Association may adopt rules and regulations governing the use of such parking spaces.

(d) No vehicle shall be repaired or modified within the Property.

(e) Vehicles may not be stored or abandoned in parking spaces. The Board shall have the authority to tow at the Owner's expense, and without warning, any vehicle parked or stored in violation of this section or any of the Rules concerning parking adopted by the Board. The Board shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision.

(f) The Board shall have the authority to promulgate reasonable rules and restrictions of uniform application regarding parking and vehicles within the Property as may be deemed prudent and appropriate.

8.15 Activities Affecting Insurance. Nothing shall be done or kept within any Unit or within the Common Area which will increase the rate of insurance on any policy maintained by the Association without the prior written consent of the Association and no Owner or Resident shall permit anything to be done or kept within his or her Unit or within the Common Area which would cause any Improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Unit or any part of the Common Area.

8.16 Window Coverings. Windows may only be covered by drapes, shades, shutters, or blinds, and may not be painted or covered with foil, cardboard, sheets, towels, or other materials which are not customarily used to cover windows. The exterior facing side of window coverings shall blend in with the color scheme of the building. Owners may tint their windows at their own cost, provided, however, that window tinting which produces a mirror-like reflection is prohibited. Exterior shades, shutters, or canopies are prohibited without the prior written approval of the Board. All window coverings must be maintained in good condition and appearance.

8.17 Garage. No Owner or Resident shall store anything within the garage, including, but not limited to, hazardous items, including propane tanks, gas cans, chemicals, explosive items, or other items which could cause a fire or explosion or pest infestation. Each Owner shall keep his/her parking space(s) clean and free of oil and other substances.

8.18 Air Conditioners. No portable air conditioner may be installed in any window, door, or through the exterior of the building.

8.19 Basketball Standards. No basketball standards or other sports equipment shall be permitted within the Property except as authorized in writing by the Board for common use.

8.20 Variances. Upon application by any Owner or Resident, the Board of Directors shall be authorized and empowered to grant reasonable variances from the property use restrictions set

forth in this Article, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or Resident or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

8.21 Storage. No person shall store personal property within the Common Area.

8.22 Burning. No person shall start or maintain any exterior fires except for barbeque fires for cooking food within barbeques designed for this purpose.

ARTICLE IX

MAINTENANCE AND REPAIR RESPONSIBILITIES

9.1 Association's Responsibilities. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area and Common Facilities as set forth below.

(a) Generally. The Association shall paint, maintain, repair and replace (as necessary due to normal wear and tear, deterioration or damage or destruction other than by the conduct or omission of an Owner or Resident, their family members, or guests) roofs, bearing walls, vertical supports, floors, foundations, gutters, down spouts, stairs, storage and equipment rooms, pool, meters, mailboxes, chimneys, courtyard, common area walkways, and exterior building surfaces. The Association shall also maintain the landscaping, including, but not limited to, the trees, shrubs, grass, and walks within the Common Area, except for trees, plants and shrubs on the patios.

(b) Plumbing. The Association shall maintain, repair and replace all sewer and water pipes within the Common Area ceilings and walls. The Association shall not be responsible for the plumbing fixtures and pipes located within a Condominium including, but not limited to, drain pipes which drain the bathtubs, showers, toilets, and sinks.

(c) Pest Control. The Association shall be responsible for termite inspections of the Common Area and for the eradication of termites in building components maintained and repaired by the Association, including the repair and replacement of wood damaged by termites or other wood-destroying pests or organisms. The Owner shall be responsible if the Owner creates a condition which encourages the infestation of termites. Each Owner shall make his/her Unit available for termite inspection upon reasonable notice. The Association shall be responsible for the eradication of other pests, i.e. ants, bees, cockroaches, in the Common Areas.

(d) Windows and Doors. At the discretion of the Board, the Association shall replace any windows and doors as determined to be necessary, unless the damage is caused by the Owner.

(e) Water Intrusion. The Association shall repair all damage caused by water intrusion into the Common Areas of the building or Units from a Common Area source or

component. If the Board determines that an Owner, negligently or intentionally, caused the damage to the Common Area, then the Board shall provide notice to the Owner of the costs and expenses incurred by the Association in making the repairs and the Owner shall have thirty (30) days to reimburse the Association. If the Owner does not reimburse the Association, after notice and a hearing, the Board may levy a Special Assessment against the Owner responsible for the damage for all costs and expenses, including but not limited to attorneys fees and repair costs.

(f) Courtyard, Garage, and Walkway Cement. The Association shall repair and replace Common Area cement structures, such as the courtyard, garage slab, and walkways, which in the discretion of the Board need to be repaired or replaced due to wear and tear and deterioration or damage.

(g) Electrical Lines. The Association shall maintain, repair and replace electrical lines which are located within the Common Area.

9.2 Owner Maintenance, Repair and Replacement Responsibilities.

(a) Generally. Each Owner of a Condominium shall be responsible for maintaining and repairing his or her Condominium, including the betterments, improvements, equipment, fixtures, furniture, furnishings, carpeting hardwood floors, floor and wall tile, bathroom fixtures, sinks and tubs, shower stalls, toilets, air conditioning equipment, refrigerators, washers, faucets, built-in cabinets, counter-tops, appliances, lighting fixtures, and the interior surfaces of the perimeter walls, ceilings and floors, partition walls, windows, and doors of the Condominium and patio and airspace within the Condominium in a clean, safe, and attractive and workable condition. Each Owner has complete discretion as to the choice of furniture, furnishings, and interior decorating, except that windows can be covered only by drapes, shutters, or shades and cannot be painted or covered by foil, cardboard, or other similar materials. However, nothing in this paragraph shall be construed as permitting any interference with or damage to the structural integrity of any building. No structural alterations to the interior of any building or Condominium and no alterations, painting, or changes visible from the exterior of the Condominiums shall be made by any Condominium Owner without the prior written consent of the Board.

(b) Windows and Doors. Each Owner shall be responsible for the maintenance, repair, and replacement of the structural components of the windows and doors of his or her Condominium, including the sliding glass doors and entry doors, windows, and the hardware and tracks of the windows and doors. Each Owner shall be responsible for cleaning the windows and glass of his or her Condominium, both exterior and interior. Each Owner is also responsible for the maintenance and repair of window and door screens. Each Owner shall be responsible for re-keying the entry door hardware for his/her Condominium, if necessary.

(c) Patios. The Owner shall maintain, repair and replace the patio fences as needed. Each Owner shall maintain the interior surfaces of his/her patio, including the floor and any trees and

other landscaping in the patio area, by keeping same in a clean and attractive condition. No Owner shall install tile or any floor covering on his/her patio floor without the written approval of the Board or block the drains or cause water to accumulate on the patio floor surface. Each Owner shall be responsible for clearing the drains on his/her patio to prevent water intrusion into the building.

(d) Air Conditioning and Heating Systems. Each Owner shall be responsible for the maintenance, repair and replacement of the air conditioning and heating systems serving his/her Unit.

(e) Plumbing and Electrical. Each Owner shall be responsible for the maintenance, repair and replacement of the plumbing fixtures, faucets, plumbing lines, including water lines on appliances, drain pipes which drain the bathtubs, showers, toilets, and sinks to the common sewer and water pipes, and electrical lines which are located within the Condominium. Each Owner shall maintain his or her toilets in good repair, including, but not limited to, the angle stops and valves so as not to cause water intrusion to flow outside of the Unit. Each Owner shall be responsible for the maintenance, repair and proper operation of washers, dryers and refrigerators so as not to cause damage to the Common Area or other Condominiums. If an Owner must obtain access through the exterior of the building to make repairs, the Owner shall first obtain the written approval of the Board of Directors and shall restore the exterior surface of the building to its pre-repair condition at his/her own cost after repairing the lines or pipes.

(f) Pest Control. Each Owner shall be responsible for pest control within their Condominiums.

(g) Water Intrusion. Each Owner shall also be responsible for the expense of repairing damage to their Condominium, another Condominium or the Common Area caused by a leak from any component required to be maintained, repaired or replaced by the Owner. With respect to Common Area, the Board shall provide notice to the Owner of the costs and expenses incurred by the Association in making the repairs to the Common Area and the Owner shall have thirty (30) days, or such longer period of time as the Board may determine, to reimburse the Association, after notice and a hearing. If the Owner does not reimburse the Association, the Board may levy a Special Assessment against the Owner responsible for the damage for all costs and expenses, including but not limited to attorneys fees and repair costs, after notice and a hearing. The Association shall not be responsible for handling damage claims by one Owner against another. Owners are required to have their own insurance policy covering their Condominium's fixtures such as cabinets, appliances, improvements, furnishings and furniture. If an Owner fails to maintain such coverage, the expense of repairing their Condominium, another Condominium, or the Common Area shall be at the Owner's sole own expense.

9.3 Damage to other Units or Common Area. In the event that damage is caused to another Condominium or the Common Area as the result of a plumbing leak, fire or other casualty originating from within an Owner's Condominium, that Owner shall be responsible for paying for the reasonable repair and/or replacement cost of items damaged within the Condominium, another

Condominium, or in the Common Area. The Association shall have the right to levy a Special Individual Assessment against the Owner to reimburse the Association for the cost of repair and/or replacement of the damaged items, after notice and a hearing. The Owner shall indemnify, defend and hold harmless the Association, the Board, the Officers and other Owners from any liability for damage to the Common Area, another Condominium, and injury to any persons.

9.4 Obligation To Permit Entry by Association and Adjacent Owners. Each Owner shall be obligated to permit the Association, its representatives and contractors and Owners of adjacent Condominiums or the representatives of such adjacent Owners to enter the Owner's Condominium for purposes of performing installations, alterations, maintenance or repairs to utilities, mechanical or electrical services, including installation of television antennas and related cables, which are reasonably necessary for the use and enjoyment of his or her Condominium. Requests for entry shall be made at least 24 hours in advance at a mutually convenient time. In the event of an emergency, no notice shall be required.

9.5 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of the Association's work.

ARTICLE X

INSURANCE

10.1 Fire, Casualty and Earthquake Insurance. The Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, for the full insurable value (replacement cost) of all the common area buildings, facilities and fixtures within the project. The Association shall additionally obtain and maintain a policy of earthquake insurance, if available for a reasonable cost, for the full insurable value (replacement cost) of all the Common Area buildings, facilities and fixtures. Such policies shall be placed with an insurance company licensed to do business in California.

Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees having an interest in such property, the policies maintained by the Association pursuant to this section shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement, vandalism, malicious mischief coverage, a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction. The policies required herein shall provide amounts or coverage as shall be determined by the Board and shall name as insured the Association, all Owners, and all Mortgagees as their respective interests may appear. The policies may contain a loss payable endorsement in favor of the trustee described below in Section 10.8.

The insurance shall be kept in full force and effect at all times and the full replacement value

of the insured property shall be redetermined on an annual basis. Any insurance proceeds received from a claim under the Association's master policy shall be used as determined by the Board. Only the Board may make claims against the Association's master policy of insurance, and any Owner who causes a claim to be filed against the Association's insurance which is not caused by a common area source or component, shall be responsible for paying the deductible and any fines levied by the Association, after notice and a hearing.

10.2 Public Liability and Property Damage Insurance. The Association shall obtain and maintain a policy of comprehensive public liability and property damage insurance in a sum not less than Two Million Dollars (\$2,000,000.00) naming as parties insured the Association, each member of the Association Board of Directors, any manager, the Owners of all Units, and such other persons as the Board may determine. The policy shall insure each named party against liability incident to the ownership, maintenance, and use of the Common Area and any other Association-owned or maintained real or personal property.

10.3 Directors and Officers Liability Insurance. The Association shall obtain and maintain Directors and Officers Liability Insurance in a minimum amount of One Million Dollars (\$1,000,000.00) covering prior acts in order to ensure that past Board Members are protected for decisions made during their term of service. The policy shall name as insureds not only the current Board Members but also volunteer committee members.

10.4 Fidelity Bond and Other Insurance.

(a) The Board may, in its discretion, obtain and maintain fidelity bonds or insurance in an amount equal to three (3) months assessments plus all reserve funds.

(b) To the extent such insurance is reasonably obtainable or required by any institutional First Mortgagee, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limitation, demolition insurance, flood insurance, worker's compensation, commercial umbrella coverage, and boiler and machinery coverage.

10.5 Coverage Not Available. If any insurance policy or endorsement required herein is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Board shall also notify the unit owners of any material adverse changes in the Association's insurance coverage.

10.6 Copies of Policies. Copies of all insurance policies shall be retained by the Association and shall be available for inspection by any Unit Owner at any reasonable time.

10.7 Individual Unit Owners Coverage.

(a) Loss Assessment Coverage. Each Owner is encouraged to obtain and maintain loss assessment coverage and deductible assessment coverage for fire and other casualties in an amount sufficient to cover the Owner's portion of the deductible and any shortfall in coverage under the Association's master policy. In the event of fire or other casualty which results in each Owner becoming responsible for the payment of a special or emergency assessment, each Owner with Assessment Loss Coverage shall instruct the insurance carrier to pay the proceeds directly to the Treasurer of the Association to pay for services, labor and materials provided by the Association for repair and/or reconstruction or to replenish reserve funds.

(b) Other Insurance. Each Owner is required to carry the following insurance (any premises liability and property damage insurance policy shall include a waiver of subrogation clause as to the Association, other Owners, and any institutional First Mortgage of such Unit):

(1) Condominium Owners Insurance Coverage. Coverage on everything within the Owner's Unit from the bare walls and bare ceiling and floor inward, including, but not limited to, betterments and improvements, fixtures, equipment, furniture, furnishings, carpeting, hardwood floors, floor and wall tile, bathroom fixtures, sinks, tubs, built-in cabinets, counter tops, appliances, lighting fixtures, upgrades to the unit, etc. The Owner's insurance coverage shall be primary in the event of damage or loss to the Owner's Condominium, the Common Area, or other Owner's Condominium, the source of which is a component within the Condominium which the Owner is required to maintain, repair or replace, including, but not limited to, a faucet, toilet, refrigerator hose, washer, dishwasher, air conditioner, or shower valve.

(2) Loss of use coverage or additional living expenses coverage for living expenses.

(3) Personal property coverage for your clothing and other personal property.

(4) Personal liability coverage for accidental bodily injury or property damage to other person's property and medical payments. The Association shall not be responsible for any personal injury, death or damage to property of others which occurs within your Unit or patio.

(5) Optional property coverages including special perils or all risk coverage to insure all losses not specifically excluded, higher limit coverage for valuables, coverage for other structures such as the patio.

(6) Units Regularly Rented to Others coverage, if the Owner rents his/her Unit.

10.8 Trustee. All insurance proceeds payable pursuant to policies maintained by the

Association may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests appear. Said trustee shall be a commercial bank or other institution with trust powers within the County that agrees in writing to accept such trust.

10.9 Adjustment of Losses. The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the Association. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

10.10 Annual Review. The Board shall annually review the Association's insurance policies in order to determine whether the Association is adequately insured.

10.11 Deductible. The Board is may levy an emergency assessment against all Owners for their proportionate share of the deductible following a fire, earthquake, or other casualty or event covered by the Association's insurance. If any Owner fails to pay the deductible, the Association shall levy a Special Assessment against the Owner.

ARTICLE XI **EASEMENTS**

11.1 Encroachment Easements. If any portion of the Common Area encroaches on any Unit or if any portion of a Unit encroaches on the Common Area, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all Units and the Common Area are made subject to such easements.

11.2 Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, drainage and electricity and the master television antenna or cable television system, if any. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment and underground facilities on the Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially designed and approved by the Declarant or thereafter approved by the Association's Board of Directors. The easements provided for in this Section shall in no way effect any other recorded easement on the Property.

ARTICLE XII **CONDEMNATION**

12.1 Sale by Unanimous Consent or Taking. If an action for condemnation of all or a portion of the Property is proposed or threatened by any governmental agency having the right of eminent

domain, then, on unanimous written consent of all of the Owners and all institutional Mortgagees, the Property, or a portion thereof may be sold and conveyed to the condemning authority by the Board or its designees acting as the attorney-in-fact of all Owners under an irrevocable power of attorney, which each Owner by accepting a deed to a Condominium in the Property hereby grants and which shall be coupled with the interest of all other Owners, for a price deemed fair and equitable by a majority of three appraisers hired by the Board. If the requisite number of Owners or institutional Mortgagees do not consent to a sale of all or a portion of the Property, and the condemning authority institutes condemnation proceedings, the court shall fix and determine the condemnation award. All reserve funds shall remain the property of the Unit Owners and shall not be considered a part of the condemned property.

12.2 Distribution and Sale Proceeds of Condemnation Award.

(a) Total Sale or Taking. A total sale or taking of the Property is a sale or taking that (i) renders more than 50 percent of the Condominiums uninhabitable (such determination to be made by the Board in the case of a sale and by the court in the case of a taking) or (ii) renders the Property as a whole uneconomical as determined by the vote or written consent of 66-2/3 percent of those Owners and all of the institutional Mortgagees whose Condominiums will remain habitable after the taking. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Property, after payment of all expenses relating to the sale or taking, shall be paid to all Owners and to their respective Mortgagees in the proportion that the fair market value of each Condominium bears to the fair market value of all Condominiums on the Property. The fair market value of Lots shall be determined in the condemnation action, if such be instituted, or by an appraiser.

(b) Partial Sale or Taking. In the event of a partial sale or taking of the Properties, meaning a sale or taking that is not a total taking, as determined in section 2(a), above, the proceeds from the sale or taking shall be paid or applied in the following order of priority and any judgments of condemnation shall include the following provisions as part of its terms:

(i) To the payment of expenses of the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then

(ii) To Owners and to their respective Mortgagees, as their interests may appear, of Condominiums on the Property whose Condominiums have been sold or taken, an amount up to the fair market value of such Condominiums as determined by the court in the condemnation proceeding or by an appraiser, less such Owners' share of expenses paid pursuant to section 2(b)(i) (which share shall be in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Condominiums.

(iii) To any remaining Owner(s) and to his or her Mortgagees, as their interests

may appear, whose Condominium has been diminished in value as a result of the sale or taking disproportionate to any diminution in value of all Condominiums, as determined by the Court in the condemnation proceeding or by an appraiser, an amount up to the total diminution in value; then

(iv) To all remaining Owners and to their respective Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Condominium bears to the fair market value of all remaining Owners' Condominiums as of a date immediately prior to commencement of condemnation proceedings, as determined by the Court in the condemnation proceeding or by an appraiser.

12.3 Appraiser.

Wherever in this Article reference is made to a determination of the value or fair market value of one or more Condominiums by an appraiser, this shall mean an appraisal by an independent appraiser selected by the Board, who shall be a member of the Society of Real Estate Appraisers (SREA) or other nationally recognized appraiser organization and who shall apply the SREA or other national appraisal organization's standards in determining the value or fair market value of each Condominium. The costs of such appraisals shall be paid from the condemnation proceeds as an expense of the Association.

ARTICLE XIII PARTITION OF COMMON AREA

13.1 Suspension of Right of Partition. Except as expressly provided in this Article, an Owner shall have no right to partition or divide his or her ownership of the Common Area. Partition of the Common Area can be had on a showing that the conditions to such partition as stated in Article VI (relating to damage or destruction) or in Article XII (relating to condemnation) or in California Civil Code Section 4610 have been met. Nothing in this Declaration shall prevent partition of a co-tenancy in a Condominium.

13.2 Distribution of Proceeds Upon Partition. Proceeds of property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees as provided herein, depending upon the cause for the partition.

13.3 Power of Attorney. Each of the Owners irrevocably appoints the Association as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire Project, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Project may be had under Civil Code Section 4610 and under the circumstances authorizing partition under this Declaration. The power of attorney shall (a) be binding on all Owners, whether they assume the obligations under this Declaration or not; (b) be exercisable by a majority of the Board acting on behalf of the Association,

subject to obtaining the prior approval by vote or written consent of 66-2/3 percent of the Owners and all institutional first Mortgagees; and (c) be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under Civil Code Section 4610. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

ARTICLE XIV **PROTECTION OF MORTGAGEES/LENDERS**

(RESERVED FOR LENDERS RIGHTS AS SET FORTH IN ARTICLE XV OF THE SUPERSEDING DECLARATION RECORDED ON JANUARY 25, 2005 AS INSTRUMENT NO. 05-176695.)

ARTICLE XV **ENFORCEMENT**

15.1 Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner or Resident of any Unit or their guest to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

15.2 Nuisance. Without limiting the generality of the foregoing section (a), the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

15.3 Costs and Attorneys' Fees. If any Owner defaults in making payment of Assessments or in the performance or observance of any provision of this Declaration or otherwise causes the Association to obtain the services of an attorney, the Owner covenants and agrees to pay the Association any costs or fees incurred by the Association, including reasonable attorneys' fees, regardless of whether legal proceedings are instituted. The fees and costs may be specially assessed to the Owner. In case a suit is instituted, the prevailing party shall recover the cost of the suit, in addition to the aforesaid costs and fees.

15.4 Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of

any Owner or others to perform or observe any provision of this Declaration.

15.5 Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

15.6 Rights and Remedies of the Association.

(a) Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, Resident, his or her family, guests, employees, or invitees, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, the suspension of the Owner's right to use recreational Common Facilities and/or suspension of the Owner's voting rights as a Member of the Association. In the event the Board determines not to take action, any Owner shall have the right to enforce the governing documents pursuant to Civil Code Section 5975.

(b) Schedule of Fines. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for illegally parked vehicles). Such fines may not be levied unless the Board first provides a Notice of the violation to the Owner and a hearing before the Board. No penalty or temporary suspension of rights shall be imposed pursuant to this Section unless the Owner alleged to be in violation is given at least 10 days prior notice of the proposed penalty or temporary suspension and is given a hearing before the Board of Directors.

15.7 Notice and Hearing Procedures.

(a) Actions prior to hearing. Any officer, Member of the Board, or agent of the ASSOCIATION, including a property manager, has the authority to informally request, orally or in writing, that an Owner bring himself/herself into compliance with the Governing Documents.

(b) Written Complaint. If the actions described above prove unsuccessful, a written complaint by any officer or Member of the BOARD, or by the property manager containing a written statement of all allegations of non-compliance shall be served on the Owner, along with notice of a hearing by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to the Owner, at the address appearing on the books of the ASSOCIATION. Service by mailing shall be deemed delivered and effective two (2) days after such mailing in a regular depository of the United States mail.

(c) Notice of Hearing. Along with service of the complaint, the BOARD or property manager shall notify the Owner by personal delivery or first-class mail at least ten (10) days prior to the hearing. The notice to the Owner shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held in executive session before the BOARD at ____ on the _ day of __, 20 __, at the hour of __, upon the charges made in the complaint served upon you. You may but need not be present at the hearing, may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the BOARD."

If any of the parties can, within twenty-four hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the BOARD may reset the time and date of hearing and promptly deliver notice of the new hearing date.

(d) Notice of Defense. The Owner may respond to the Complaint in writing or attend the hearing to present a defense.

(e) Hearing.

(1) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the Owner does not testify in his own behalf he may be called and examined as if under cross-examination.

(2) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall not be sufficient in itself to support a finding.

(3) The accusing party must appear at the hearing for purposes of examination. The hearing shall be conducted in executive session.

(f) Decision. After all testimony and documentary evidence has been presented to the BOARD, the BOARD shall vote upon the matter, with a majority of the entire BOARD controlling. The Board shall notify the Owner of its decision by personal delivery or by first-class mail within fifteen (15) days of the decision. There is no right of appeal.

15.8 Emergency Situations. Under circumstances involving conduct that constitutes:

- (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners;
- (b) a traffic or fire hazard;
- (c) a threat of material damage to, or destruction of, the Common Area or Common Facilities;
- (d) interference with the Association's management or maintenance and repair of the Common Area, or
- (e) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as parking violations), the Board of Directors or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner, or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

15.9 Prerequisites to Court Actions. Court actions to enforce the governing documents, the Davis-Stirling Act, or the non-profit or non-profit mutual benefit sections of the Corporations Code, may only be initiated on behalf of the Association as follows:

- (a) Upon approval of the Board;
- (b) Prior to filing suit, the Board or any Owner must comply with the pre-litigation alternative dispute resolution procedures set forth in Civil Code Sections 5900, et seq. (Internal Dispute Resolution) and 5925, et seq. (Alternate Dispute Resolution), unless the suit is for non-payment of assessments or involves an immediate threat to safety of Owners and Residents or the Property, or a temporary restraining order is required.

15.10 Violation. A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the violation continues for additional days, discipline imposed by the Board may, in its discretion, include an additional fine for each day the violation continues but only after notice and the opportunity for a hearing is provided to the Owner of the Condominium whose Owner or Resident is responsible for the violation.

ARTICLE XVI AMENDMENT OF DECLARATION

16.1 Amendment in General.

(a) The record Owners of Fifty One percent (51%) of all the Condominiums may at any time modify, amend, augment, or delete any of the provisions of the Declaration.

(b) A certificate, signed and sworn to by a majority of the Board of Directors, that the record Owners of Fifty One percent (51%) of the condominiums have either voted for or consented in writing to any amendment adopted as above provided, when recorded, shall be conclusive evidence of such fact. The Board of Directors shall maintain in its files the record of all such votes or written consents.

ARTICLE XVII

GENERAL PROVISIONS

17.1 Term. The covenants, conditions, restrictions, limitations, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes contained in this Declaration shall run with, and shall benefit and burden the Condominiums and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, the Association, its Board of Directors, and its officers and agents, and their respective successors in interest, for a term of 60 years from the date of the recording of this Declaration, after which time the same shall be automatically extended for successive periods of 10 years each unless, within 6 months prior to the expiration of the initial 60-year term or any such 10-year extension period, a recordable written instrument, approved by all Owners terminating the effectiveness of this Declaration shall be filed for recording in the Office of the County Recorder of Los Angeles County, California.

17.2 Construction of Declaration.

(a) Restrictions Construed Together. All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the Recitals of this Declaration.

(b) Restrictions Severable. Notwithstanding the provisions of subparagraph (a) above, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or ability to enforce any other provision.

IN WITNESS WHEREOF, the undersigned have executed this Restated Declaration on this
6 day of FEBRUARY, 2015.

LE STUDIO OWNERS ASSOCIATION,
A California Non-Profit Mutual Benefit Corporation

By: Thomas Scott, President

By: [Signature], Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

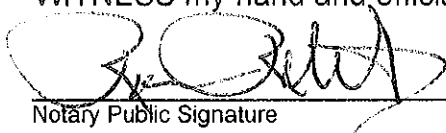
County of Los Angeles }

On FEB 6 2015 before me, RON ROLEK A NOTARY PUBLIC
(Here Insert name and title of the officer)

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

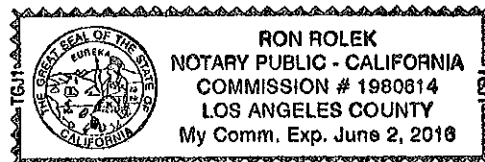
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On FEB. 6, 2015 before me, RON ROLEK A NOTARY PUBLIC
(Here insert name and title of the officer)

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

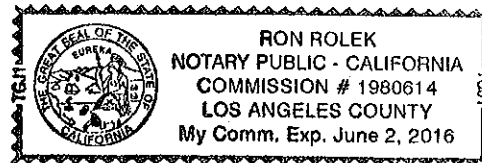
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



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(Title)

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- Securely attach this document to the signed document with a staple.