



## ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as \_\_\_\_\_ **360 South Euclid Avenue, Unit #331**

**Pasadena, CA 91101**

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant")  
and **Carol K. Gibson, Trustee** is referred to as ("Seller/Landlord").

- 1. This is a Trust Sale and the property is being sold "as is" with no representation or warranties implied or expressed made by Seller or Seller's agents and /or representatives.**
- 2. Buyer's exact vesting shall be as follows (including marital status along with type of ownership)**
- 3. Structural pest control and repair work is not a condition of this sale. If Buyer elects to make repairs, the same shall be completed at Buyer's expense after close of escrow.**
- 4. All retrofitting required prior to Close of Escrow by any local ordinance or state law shall be at the Buyer's expense.**
- 5. If buyer elects to purchase a home protection plan or warranty it shall be at Buyer's expense with coverage and company to be selected by Buyer.**
- 6. The Title company to be Old Republic Title, Lucy Krappman. Escrow Company to be Golden West Escrow - Carlos Hernandez.**
- 7. CAR Trust Advisory to be included with the Purchase Agreement.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date **07/05/2021 11:36 AM PDT**

Buyer/Tenant \_\_\_\_\_

Seller/Landlord **Carol K. Gibson, Trustee**



**Carol K. Gibson, Trustee**

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADDENDUM (ADM PAGE 1 OF 1)





**TRUST ADVISORY**  
**For Properties Being Sold by the Trustee of a Trust**  
(C.A.R. Form TA, Revised 6/19)

Property Address: 360 South Euclid Avenue, Unit #331, Pasadena, CA 91101 ("Property").  
Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. **If Property is placed in a trust, a trustee must complete a TDS and other disclosures that would be required of other owners if: (i) the trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.**

**1. SELLER MUST COMPLY WITH THE FOLLOWING:**

- A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
- B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
- C. Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
- D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
- E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- F. Carbon Monoxide Devices:** The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- G. Water Conserving Plumbing Fixtures:** The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.
- H. Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).
- I. Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at

(With Listing) Broker's Initials ( ) (SEA)

(With RPA) Buyer's Initials ( ) ( )

Seller's Initials (CKG) ( )



www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:**

- A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**
- (ii)** If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. Seller must complete, sign and provide Buyer with a TDS if (1) the Seller is a natural person, AND (2) the trust is a revocable trust, AND (3) the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.
- B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. and either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety
- C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

**3. OTHER CONSIDERATIONS:**

- A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.
- B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.


**4. BROKERS:**

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

**By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.**

Seller Carol K. Gibson, Trustee  **Carol K. Gibson, Trustee** Date 07/05/2021 11:36 AM PDT  
Seller \_\_\_\_\_ Date \_\_\_\_\_


**AT TIME OF LISTING**

Real Estate Broker **Re/Max Tri-City Realty**  
By Sonia E. Amin  07/05/2021 11:46 AM PDT Date \_\_\_\_\_

**AT TIME OF SALE**

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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# **LOS ROBLES PLAZA HOMEOWNERS ASSOCIATION**

## **RULES OF THE ASSOCIATION**

**(REVISED 2011)**

The Los Robles Plaza is a large condominium development of 130 units, with a diverse population of homeowners and residents. In order to maintain a harmonious environment, all residents are expected to treat other residents with the level of respect and consideration that they wish to receive from their neighbors. The rules which follow are intended for the benefit of all residents of Los Robles Plaza. Homeowners are responsible for advising their tenants, contractors, and guests of the rules, and ensuring compliance. Residents, guests, and contractors are required to identify themselves and their unit number when requested by members of the Board of Directors of the Homeowners' Association, or Beven and Brock staff.

Residents are encouraged to exchange names and phone numbers with their immediate neighbors, and those in the stack above or below their unit, to assist in times of emergency.

### Summary of Rules and Fines.

Violation of any the HOA rules may result in a fine, after notice and a hearing. Please pay particular attention to the following:

- Dogs must be on leash and under control in the common areas.
- Laundry rooms are for residents only.
- Quiet time is observed from 10 p.m. until 8 a.m.
- Loose items should not be stored in parking spaces; closed cabinets are acceptable.
- Hard surface flooring must have noise-mitigation padding installed underneath it.
- Gas-fired barbeques are for patios and balconies only; no barbequing in the pool area.
- Observe posted rules for the pool, the Jacuzzi, and the elevators.
- New tenants must register contact information with Beven and Brock within five days.
- Smoking is prohibited in common areas.

### Use of Property.

The common areas, community grounds, parking, laundry rooms and recreational facilities are restricted for use by owners, residents, and their guests. Each unit is a single-family dwelling, and no resident may use the dwelling or the common area in any way that will increase the potential liability exposure of the Homeowners' Association. This means that no resident may use any of the common areas for commercial activities, and no resident may conduct commercial or income-producing activities in his or her unit that would or could increase the liability exposure of the Association, except as permitted by state law.

State law permits in-home day care and small group homes in certain instances, so these are permitted uses. Tutoring, teaching painting classes, or other income-producing endeavors in

which non-members enter the Association grounds or individual units, are prohibited and subject to a fine. Home-office use of individual units for communication by phone or computer is permitted as long as there is no increased foot traffic in the building.

The Board of Directors may, on a case-by-case basis, approve other uses of the building, such as film or photo shoots, in accordance with the governing documents of the Association.

EACH OWNER / RESIDENT ASSUMES RESPONSIBILITY FOR, AND LIABILITY FOR ACTS CAUSING DAMAGE TO ANY OF THE COMMON AREA PROPERTY, INCLUDING BUILDINGS, COMMUNITY GROUNDS, STREETS, PARKING, LAUNDRY FACILITIES, RECREATIONAL FACILITIES, EQUIPMENT, FURNISHINGS AND LANDSCAPING.

#### Tenant Occupied Property.

EACH OWNER WHO RENTS HIS OR HER UNIT IS RESPONSIBLE FOR SUPPLYING THE TENANTS WITH A COPY OF THE CC&R'S AND THESE RULES. EACH OWNER IS LIABLE FOR ANY AND ALL FINES, LIENS, AND OR ASSESSMENTS INCURRED BY HIS OR HER TENANTS. OWNERS ARE RESPONSIBLE FOR PROVIDING THE MANAGEMENT COMPANY WITH THE NAMES AND PHONE NUMBERS OF THEIR TENANTS WITHIN FIVE DAYS OF RENTAL OF THEIR UNIT.

#### Safety

Do not use the elevators in the event of an earthquake or fire. Always take precautions for your own safety. Watch for pebbles, puddles or debris that may create a tripping or slipping hazard. Notify the management company (Beven and Brock) of any leaks or large spills. Be aware of suspicious activity. In an emergency, call 911 from your home phone or the phone system outside the front entrances.

1. Soliciting in the complex is prohibited; politely ask solicitors to leave.
2. Do not allow anyone to enter the complex unless you are sure he or she has a legitimate reason to be here.
3. Promptly clean up spills and messes.
4. Do not store any flammable items in the common areas; they create a fire hazard.
5. Do not stack any trash in the trash chute rooms; this creates a fire hazard.
6. Unit owners or residents who hire a vendor or contractor to perform work in their property must first make sure they are a licensed professional.
7. Unit owners are responsible for maintenance of the smoke detectors in their units; please keep them in good working order.
8. Please thoroughly extinguish cigarettes before depositing them into an ashtray or trash container.
9. Please clean up after your animals, and deposit animal waste in the basement dumpsters or in your unit. Do not deposit animal waste into lobby trash containers.

### Elevators

Please treat the elevators with care. If you need to hold the door open in order to load or unload cargo in the elevator, please press the "open door" button from the inside, or the "call" button from the outside.

### Noise

Please be considerate of your neighbors. In order to maintain enjoyable living conditions, respect the right to quiet enjoyment of individual units and the common areas of the complex. Due to the close proximity of the units, and the building acoustics, please take extra care to be considerate at all times. Noise is defined as a sound that disturbs or harms. Typically, noise above 55 decibels can be considered a nuisance. The noise of normal living is about 45 dBA; 55 dBA is the sound of a noisy vacuum cleaner at 10 meters distance; 60 dBA is the sound of a noisy lawn mower at 10 meters. Sounds such as music, TV or parties that can be heard outside of the unit are disturbing to others and can be a nuisance.

1. Yelling, running, jumping, and all other unnecessary noise is not allowed in the common areas or individual units.
2. Promptly remove pets from the common areas and unit balconies if they become noisy.
3. Speak softly and walk softly in the common areas; do not use profanity.
4. Noisy remodeling work is restricted to the hours between 8:00 a.m. and 6:00 p.m.
5. Be especially careful to keep noise to a minimum between 10:00 p.m. and 8:00 a.m.
6. Loud music is not allowed.
7. Before installing a tile or hardwood floor, install at least ¼" cork underlay, or similar noise-abating material. Installing ½" of noise-abating material is even better.

### Pool, Spa, and Courtyard

THERE IS NO LIFEGUARD ON DUTY. USE THE POOL AND SPA AT YOUR OWN RISK.

1. Pool hours are 8:00 a.m. until 10:00 p.m.
2. Use of the spa is limited to 20 minutes when others are waiting. Infants and young children should not use the spa under any circumstances. Please see signage near spa.
3. No boogy/body boards or Styrofoam items are permitted. Non-Styrofoam floating devices affixed to a swimmer will not constitute a violation.
4. No glass objects are permitted within the pool or spa area.
5. Loud and / or annoying noise is prohibited (i.e. radios without headphones, yelling, bouncing balls).
6. Running, ball-playing, and horseplay is prohibited in and around the pool and spa areas.
7. Pets, bicycles, skate equipment and skateboards are prohibited.
8. All trash must be placed in proper trash cans.
9. Proper swimwear must be worn at all times. Only bathing suits are allowed; no street clothes. All diapers must be waterproof.

10. Pool play equipment, such as rafts or inner tubes, must be used in a manner that does not disturb others.
11. Abuse of pool furniture is prohibited. No furniture is allowed in the water.
12. Guests are to be accompanied by a resident at all times. Guests without a resident will be asked to leave.
13. Diving or jumping into the pool or spa is prohibited.
14. After-hours use of the pool or spa is prohibited.
15. Guests are limited to four per unit.
16. Total pool capacity is 35 people.
17. Total spa capacity is 8 people.
18. Use of pool or spa is limited to one hour if others are waiting to use it.
19. Playing with garden hoses and pool safety and cleaning equipment is prohibited.
20. Barbecuing is not allowed in the common areas.
21. Please dry off before leaving the pool and spa area. Water tracked into other areas creates a safety hazard.

#### Community Room

This room is used for Association meetings. Residents and their guests who wish to use the room for private parties or events may place a \$150 deposit with Beven and Brock and sign a liability waiver.

#### Laundry Facilities

USE OF LAUNDRY FACILITIES IS RESTRICTED TO RESIDENTS. Non-residents who attempt to use the laundry rooms are trespassing.

If you experience any problem with a washer or dryer, please post a note on the machine and contact the number posted in the laundry room. (1-877-264-6622)

1. Promptly remove laundry after completion of washing and drying.
2. Promptly clean up spills and other messes.
3. Clean lint from the dryers after use and deposit it into the trash container.
4. No dyeing allowed.

#### Hallways/Lobbies/Stairwells/Elevators/Common Areas

1. Running and playing is not allowed in common areas.
2. Residents and their employees and contractors must promptly clean up after themselves.
3. Do not leave personal property in the common areas.
4. Use the laundry room bulletin boards for postings.
5. Follow signs posted near elevators for holding doors open. DO NOT bang the doors open.

6. Smoking is prohibited in all common areas, including hallways, lobbies, stairwells, elevators, and courtyards.

### Garage

Use the garage at your own risk. Be particularly mindful of water puddles. The Association does not provide security or insurance for residents' property. Please take care to secure doors and gates after entry or exit. There is no guest parking. Vehicles parked outside of marked parking spaces may be towed. Vehicles parked in such a way as to block fire lanes will be towed.

Overnight street parking permits can be obtained for guests by calling the Pasadena Police Department at (626) 744-6440 or logging on to the city website, [www.ci.pasadena.ca.us](http://www.ci.pasadena.ca.us).

1. Please observe the 5-mph speed limit.
2. No playing allowed.
3. Park in your designated space; report violations to the Pasadena Police Department at (626) 744-6440.
4. Non-operational vehicles are prohibited; the owner of the space may be fined after notice and hearing; after a third offense or for a continuing offense, the vehicle will be towed.
5. Boats, campers, trailers, and other commercial or recreational vehicles are prohibited unless they fit completely within the assigned space.
6. Each resident is responsible for keeping his or her space clean and safe.
7. Storage is allowed in closed cabinets approved by the Board of Directors.

### Plumbing / Garbage Disposals

Most units share some common plumbing elements. Use care and be considerate of your neighbors.

1. Please put small amounts of food into the disposal at one time. Thoroughly flush pipes by running sufficient water. Be extremely careful of what is put in the disposal, to avoid causing problems for your neighbors. When in doubt, wrap the garbage securely and throw it down the trash chute.
2. Do not put acid, paint or other chemicals down the drains.
3. It is the unit owner's responsibility to maintain the plumbing and plumbing fixtures that service their units, including faucets, drains, pipes that connect to the common area lines, toilets, showers, bathtubs, dishwashers, and garbage disposals. Damage caused to the common areas or other residents' units is the financial responsibility of the owner of the unit from which the leak originated.
4. Please promptly report any water damage originating from outside of your unit.



### Water Intrusions

Please see the maintenance matrix. Homeowners are advised to obtain appropriate insurance. The Homeowners Association will not pay for damages in excess of the amounts noted in the maintenance matrix, nor for damages not listed on the maintenance matrix. The Association is not obligated to provide alternative housing to owners or tenants during repairs of water intrusions.

### Vandalism

Any act of vandalism is, after notice and hearing, subject to a fine plus repair costs, and will be reported to the police. The fine for the first offense is \$200, and the fine for a second offense is \$400. Repeated or continuing acts of vandalism may be subject to other court proceedings.

### Obstructions

1. Do not create obstructions in the lobbies, hallways, walkways, or any other common areas.
2. Do not leave shopping carts in the common areas; they should be placed near the street curb for pickup by the shopping cart owner.
3. Do not leave personal property in the common areas.
4. Do not prop open the gates, lobby doors or garage doors.
5. Do not leave trash in the trash chute rooms. If items are too big to pass through the trash chute, please haul them down to the garage and deposit them directly into the dumpster. Trash piled in the trash chute rooms is a fire hazard.
6. Do not bring trash into the complex from off-site.
7. Large items, including furniture and appliances, must be removed at the owner's expense. Call Athens at (888) 336-6100, or another service.

### Architectural and Appearance Control

1. All alterations and repairs to the building are subject to the provisions in the Association's CC&R's and must be approved by the Board of Directors.
2. Nothing shall be placed or left in the common areas, nor shall any clothing curtains, rugs, mops, or other items be hung on or from any windows, doors, railings, or balconies.
3. Storage on balconies is allowed if items are not visible from the common areas.
4. The unit owners are responsible for the cleaning and maintenance of their balconies.
5. Do not discard water or debris off the balconies.
6. No aluminum foil is allowed on the windows. Tinting of windows must be approved by the Board of Directors. Opaque film, which presents a uniform, white translucent appearance may be applied to the inside of windows for privacy.
7. Doormats are not permitted to be placed in front of individual unit front doors. This is required by the HOA's insurance carrier.
8. Homeowners who intend to install tile, hardwood, or laminate floors **must** first install industry-standard noise abatement material. One-half inch of cork works well. (See Noise, above.)

8. Residents may post notices only on bulletin boards specifically marked for "Residents' Notices". Posting notices directly on doors, walls, etc. is prohibited.

#### Moving

At least one business day prior to moving in or out, please contact Beven & Brock Management at 626.243.4159. All moves into the complex are subject to a non-refundable fee of \$100, which includes the cost of activating the unit entry system and changing the resident's name on the directory and mailbox.

1. Unit owners must make sure that proper care of the elevators is used during move-in or move-out. Press the "open door" button to keep the door open. DO NOT repeated bang on the door to keep it open.
2. All moving must be done through the garage, except when an object is too large to fit through the basement hallways. The Los Robles side garage entry is designed to accommodate moving.
3. The unit owners are financially responsible for all damages caused during any move into or out of their units.

#### Rental Restrictions

When owners lease out their units, they relinquish the right of use of common areas to their tenants.

1. All leases must be in writing, and specify that the tenant will abide by all provisions of the Association's governing documents, including these rules and the CC&R's. Owners are responsible for providing the residents of their units with the governing documents.
2. All leases must have a term of at least six months.
3. Non-resident owners are financially responsible for the damages and/or violations of the rules by their tenants.

#### Pets

1. Pets are allowed in the common areas only when kept quiet, restrained on a leash that is no longer than six feet, and kept under control by the pet owner.
2. Residents are personally liable for any injury or damage caused by their pets.
3. Pets must be walked off premises; they are not allowed in the landscaped common areas.
4. The pet owner must immediately and thoroughly clean up accidents; fecal matter must be placed in a sealed container and deposited in a dumpster.
5. Owners who scoop up after their pets on the sidewalk or off-premises should place the fecal matter in a sturdy, sealed container and deposit it in the dumpster. Bags of fecal matter that are placed in trash containers in the lobby tend to create unpleasant odors.
6. Pets that cause excessive noise, or otherwise disturb residents, may be banned from the complex by the Board of Directors.
7. Residents are responsible for observance of these rules by their guests with pets.

## **VIOLATIONS AND CITATIONS**

The HOA, through the Board of Directors, and its management team at Beven & Brock are charged with enforcing these rules. "Due process" is provided for procedural fairness in the board's decision-making process. A copy of these rules should be mailed annually to the homeowners, until such time as they are incorporated into the CC&R's.

Due Process. When violations occur, the HOA, through its management company, provides a notice of the violation to the person accused. If a fine is sought, the member accused must be given a written notice of the violation and hearing by personal delivery or first-class mail, at least ten days prior to the meeting at which monetary penalties are imposed. The notice must be reasonably calculated to provide actual notice to the member, and must contain the date, time, and place of hearing, the nature of the alleged violation for which the member may be disciplined, and a statement that the member has a right to attend the hearing and present evidence in his/her defense. The member may also present a defense in writing rather than in person before the Board.

Hearings are held in executive session. The accused has a right to know the identity of his/her accuser and must have an opportunity to examine and refute the evidence. This may include questions during the hearing. The Board should excuse the parties from the room and then discuss the matter, including the evidence presented by both sides and what penalties, if any, to impose.

Notice of the Board's decision must be recorded in the minutes of the executive session and must be given by personal delivery or first-class mail within fifteen days following the Board's decision.

### Fines

The purpose of a fine is to deter unwanted behavior. Typically, upon receipt of a complaint, Beven & Brock will send a warning letter to the offending homeowner. This is a courtesy, and is not required. Whenever a complaint is received, the Board, through Beven & Brock, may provide notice to the offending homeowner and proceed straight to a hearing, where the result, if the violation is upheld, may be either a letter of warning or a fine.

Fines for a first offense are \$100; a first offense of vandalism is \$200.

Fines for a second offense of the same nature are \$200 per incident, or \$400 per day for a second offense of vandalism. A continuing violation is a violation that persists. After a hearing, the Board may impose a daily fine of \$ 200 per day for a continuing violation until the violation is cured.

If the violation is not corrected after a second offense hearing, the Board may, at its discretion, proceed to court for injunctive relief, or engage in other appropriate dispute resolution proceedings such as mediation or arbitration.

Fines levied by the Board will appear on the monthly billing statement from the HOA. Failure to pay fines may result in any or all of the following:

1. The revocation of the right to use recreational facilities and/or guest parking.
2. An action against the homeowner/resident in small claims court.
3. Other remedies permitted by law.

Anonymous complaints. If a complainant wishes to remain anonymous, the Board can proceed with a properly noticed hearing if the HOA has independent verification of the violation, such as independent observation by Board members or HOA employees. An anonymous complaint is not sufficient evidence to discipline a member.

Report of Violation. Reports must be submitted in writing to Beven and Brock, and must include the date, time, location, and nature of the violation. All reports of violations are confidential and the name of the reporting party will not be disclosed to anyone outside of the Board and Beven and Brock, without the reporting party's consent.

Right to a Hearing. Anyone receiving a notice of violation may request a hearing in executive session with the Board of Directors of Los Robles Plaza HOA. The request must be in writing, and must be requested within fifteen calendar days from the violation notice. The request should be addressed to the HOA in care of the management company via an email address provided in the violation letter or by post to:

Beven and Brock  
P.O. Box 7029  
Pasadena, CA 91109-7029

Internal Dispute Resolution. A member may request, in writing, an Internal Dispute Resolution (IDR) process, in which the Board designates a Director to meet with the affected members (parties). The parties and Director may meet and confer promptly, in a mutually convenient time and place, in a good-faith effort to resolve the dispute. If the parties agree on the resolution of the dispute, they must put their agreement in writing and sign it. There is no fee for the IDR process.

Alternative Dispute Resolution. When the HOA, through its Board, or a member, files a lawsuit in superior court to enforce the Davis-Stirling Act, the Corporations Code relating to associations, or the association's governing documents, the parties must "endeavor to submit" their dispute to a form of alternative dispute resolution (ADR) before a neutral third party—i.e. mediation, arbitration, or conciliation. If a party unreasonably refuses to participate in the

process and the case proceeds to court, the court may order the refusing party to pay the other side's attorneys fees. Disputes which are not subject to the ADR requirement include those which involve monetary damages in excess of \$5,000, small claims cases, and certain assessment cases.

Mediation is especially encouraged because of its efficiency, relatively low cost, and track record of helping parties who have a continuing relationship such as in a homeowner's association.

Members are encouraged to treat each other with dignity and respect for differences. When communication becomes strained, members are encouraged to seek IDR assistance from the HOA Board before a situation escalates to unacceptable levels.

Courtesy of  
Richardson Ober DeNichilo, LLP  
234 E. Colorado Boulevard, Suite 800  
Pasadena, California 91101  
Pasadena - Irvine - Riverside  
(626) 449-5577

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

***DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS***

***FOR***

**LOS ROBLES PLAZA**

---

***HOMEOWNERS ASSOCIATION***

*"If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."*

80- 539998

RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:  
DRUMMY GARRETT KING & HARRISON  
P.O. Box 8010  
Newport Beach, California 92660

Attention: Mr. Paul K. Watkins

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA

JUN 3 1980 AT 8 A.M.

Recorder's Office

40  
FEE \$ 1.00 M  
46

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

LOS ROBLES PLAZA CONDOMINIUMS  
LOS ANGELES COUNTY, CALIFORNIA



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DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
LOS ROBLES PLAZA CONDOMINIUMS  
LOS ANGELES COUNTY, CALIFORNIA

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth, by Far West Savings and Loan Association, a California corporation ("Declarant"), is made with reference to the following facts:

A. Declarant is the owner of certain improved real property located in the City of Pasadena, County of Los Angeles, State of California, more particularly described on EXHIBIT A attached hereto [together with any additional property annexed thereto under this Declaration,] and by this reference made a part hereof (the ("Property")).

B. The Property presently consists of one apartment building and various recreational facilities. Declarant intends to subdivide and convert the Property into condominiums under the provisions of the California Condominium Act.

C. The development shall be hereinafter referred to as the "Project." The Owner of each Unit shall receive title to his individual condominium Unit plus an undivided interest as tenant in common in the Common Area. Each Unit shall have appurtenant to it a membership in the LOS ROBLES PLAZA HOMEOWNERS ASSOCIATION.

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

Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof, in accordance with the plan for the subdivision of the Property and the conversion thereof into condominiums. All of the limitations, covenants, conditions,

restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

## ARTICLE 1

### DEFINITIONS

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by each Unit Owner as determined by the Association.

1.3 "Association" shall mean and refer to the LOS ROBLES PLAZA HOMEOWNERS ASSOCIATION, a California nonprofit corporation, the members of which shall be the Owners of Units in the Project.

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

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

1.6 "Common Area" shall mean and refer to those portions of the Property to which title is held by all of the Owners as tenants in common, including the Recreational Common Area and the Restricted Common Area, but excluding the individual condominium Units as defined herein. The Common Area includes, without limitation: land; interior and exterior parking and driveway areas; stairs; bearing walls, columns, girders, sub-floors, unfinished floors, roofs, and foundations; central heating and central air-conditioning equipment, reservoirs, tanks, pumps, motors, ducts, flues and chutes, conduits, pipes, plumbing, wires and other utility installations (except the outlets thereof when located within the Unit) required to provide power, light, telephone, gas, water, sewage, drainage, heat, air-conditioning and elevator service; sprinklers, sprinkler pipes, and sprinkler heads which protrude into the airspace of the condominium Unit; central television antenna; and all facilities and improvements located within the Recreational Common Area.

1.7 "Common Expenses" means and includes the actual and estimated expenses of operating the Property and the Association and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.

1.8 "Common Interest" means the proportionate undivided interest in the Common Area which is appurtenant to each Unit as set forth in this Declaration.

1.9 "Condominium" shall mean an estate in real property as defined in California Civil Code §783, consisting of title to a Unit and an undivided interest in a Common Area. The ownership of each condominium shall include (1) the ownership of a Unit; (2) an undivided interest in the Common Area; (3) exclusive use of the portion of the Restricted Common Area appurtenant to that Unit; (4) a non-exclusive right to use the Recreational Common Area; (5) membership in the Association; and (6) a nonexclusive easement for ingress and egress over the common area of prior and subsequent phases of the Project (exclusive of a condominium building). Each Unit shall be a separate freehold estate consisting of the space described and defined in Article 2 hereof.

1.10 "Condominium Building" shall mean a residential structure containing condominium Units.

1.11 "Condominium Plan" shall mean and refer to the recorded diagrammatic floor plan or plans of the Units built or to be built on the Property which identifies each Unit and shows its dimensions pursuant to Civil Code § 1351.

1.12 "Declarant" shall mean and refer to Far West Savings and Loan Association, and its successors-in-interest and assigns, but shall not include members of the public purchasing completed condominium Units.

1.13 "Declaration" shall mean and refer to this enabling Declaration.

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

1.15 "Map" shall mean and refer to that subdivision map number 37906, recorded May 9, 1980, in Book 946, Pages 62 through 63, inclusive of Maps of Los Angeles County, California, and any subsequently recorded subdivision map and all amendments thereto, which cover the Property or a portion thereof.

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

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

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

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

1.20 "Owner" or "Owners" shall mean and refer to the record holder or holders of title of a Unit in the Project. This shall include any person having a fee simple title to any Unit, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Unit is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

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

1.22 "Project" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon.

1.23 "Project Documents" means and includes this Declaration as it may be amended from time to time, the exhibits, if any, attached hereto, the Condominium Plan, the Articles and Bylaws of the Association, and the rules and regulations for the Members as established from time to time.

1.24 "Property" or "Properties" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with the Project.

1.25 "Recreational Common Area" shall mean and refer to the area or areas for recreational purposes, if any, and all improvements erected thereon. The Recreational Common Area shall be part of the Common Area, and as such shall be owned by all Unit Owners as tenants in common as provided in this Declaration.

1.26 "Restricted Common Area" shall mean and refer to those portions of the Common Area set aside for exclusive use of a Unit Owner or Owners, pursuant to Article 2 hereof.

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1.27 "Unit" shall mean and refer to the elements of an individual condominium, as defined in Article 2, which are not owned in common with the Owners of other condominiums in the Project.

1.28 "Unit designation" means the number, letter, or combination thereof or other official designation shown on the Condominium Plan.

END OF ARTICLE 1 ENTITLED  
DEFINITIONS



ARTICLE 2

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

2.1 Description of Project

The Project consists of the underlying Property with the residential Units and all other improvements located or to be located thereon.

2.2 Division of Property

The Property is hereby divided into the following freehold estates and areas:

2.2.1 Dwelling Units

Each of the Units as separately shown, numbered and designated on the Condominium Plan consists of a residential element, defined as the airspace bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors of each Unit (and includes the bounded space in the attached garage enclosure, if any). Each Unit includes both the portions of the building so described and the airspace so encompassed. The Unit does not include those areas and those things which are defined as "Common Area" below. Each Unit is subject to such encroachments as are contained in the building, whether the same now exist or may be later caused or created in any manner. In interpreting deeds and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed, and those of the building.

2.2.2 Common Area

The remaining portion of the Property, referred to herein as "Common Area" shall include all of the elements set forth in Article 1.6. Each Unit Owner shall have, as appurtenant to his Unit, a fractional undivided interest in the Common Area as set forth in EXHIBIT B attached hereto and by this reference made a part hereof. The ownership of each condominium shall include a Unit and such undivided interest in the Common Area. The common interest appurtenant to each Unit is declared to be permanent in character and cannot be

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altered without the consent of all the Unit Owners affected, and the first mortgagees of such Unit Owners, as expressed in an amended declaration. Such common interest cannot be separated from the Unit to which it is appurtenant. Each Unit Owner shall have a non-exclusive right to use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of or encroaching upon the rights of any other Unit Owners. Notwithstanding the transfer of the Common Area to the Unit Owners as tenants in common, the Declarant shall reserve and hereby reserves in itself and its successors-in-interest and assigns an easement over and onto the Common Area for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Area for the purpose of completing improvements thereon or for the performance of necessary repair work.

#### 2.2.3 Restricted Common Area

Portions of the Common Area referred to as "Restricted Common Area" are hereby set aside and allocated for the exclusive use of the Owners of individual Units. The rights of an individual Owner in the Restricted Common Area shall consist of (1) an exclusive easement to use for vehicle parking purposes, the parking space or spaces specifically assigned by Declarant to the Owner as being appurtenant to that Unit; and (2) an exclusive easement to use a balcony or patio element, as the case may be, adjacent to and appurtenant to the residential element, as shown on the Condominium Plan.

#### 2.2.4 Recreational Common Area

That portion of the Property designated as "Recreational Common Area" shall be part of the Common Area, and as such shall be owned by all Unit Owners as tenants in common according to this Declaration. The Recreational Common Area shall be operated and maintained by the Association for the use and benefit of Owners of Units in the Project, subject to reasonable rules and regulations enacted according to the Bylaws.

#### 2.3 No Separate Conveyance of Undivided Interests

The foregoing interests and exclusive easements are hereby established and are to be conveyed only with the respective Units, and cannot be changed, except as herein set forth. Declarant, its successors-in-interest, assigns and grantees covenant and agree that the undivided interests in the Common Areas, the exclusive easements of the Restricted Common Areas, and the fee title to the respective Units conveyed therewith, shall not be separated or separately conveyed, and each

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such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

2.4      Partition Prohibited

The Common Area shall remain undivided as set forth above. Except as provided by California Civil Code §1354, or by any applicable successor statute, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project. Judicial partition by sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single Unit is prohibited).

END OF ARTICLE 2 ENTITLED  
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND  
CREATION OF PROPERTY RIGHTS

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ARTICLE 3

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND  
VOTING RIGHTS

3.1 Association to Manage Common Area

The management of the Common Area shall be vested in the Association in accordance with the Bylaws. The Owners of all the Units covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project.

3.2 Membership

The Owner of a Unit shall automatically, upon becoming the Owner of same, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

3.3 Transferred Membership

Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.4 Classes of Membership.

The Association shall have two (2) classes of voting membership established according to the following provisions:

3.4.1 Class A Membership

Class A Membership shall be that held by each Owner of a Unit other than Declarant and each Class A Member shall be entitled to one (1) vote for each Unit owned. If a Unit is owned by more than one (1) person, each such person shall be a Member of the Association, but there shall be no more than one vote for each Unit.

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3.4.2 Class B Membership

Class B Membership shall be that held by Declarant (or its successor-in-interest) who shall be entitled to three (3) votes for each Unit owned by Declarant; provided that Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:

3.4.2.1 The total outstanding votes held by Class A Members equal the total outstanding votes (tripled as above) held by the Class B Member; or

3.4.2.2 The second anniversary of the original issuance of the subdivision public report for the Project.

3.5 Voting Requirements

While there are two (2) outstanding classes of membership, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of each class of membership. [This provision shall not apply to the enforcement by the Association of the Declarant's obligation to complete Common Area improvements, as provided in Article 9.14, below.]

3.6 Membership Meetings

Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3.7 Board of Directors

The affairs of the Association shall be managed by a Board of Directors, which shall be established, and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

END OF ARTICLE 3 ENTITLED

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND  
VOTING RIGHTS

## ARTICLE 4

### MAINTENANCE AND ASSESSMENTS

#### 4.1 Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular monthly assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The monthly and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Unit against which each assessment is made, the lien to become effective upon recordation of a notice of assessment (notice of default and demand to cure). Each such assessment, together with interest, costs, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. No Owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit.

#### 4.2 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project for the improvement and maintenance of the Common Area for the common good of the Project. Annual assessments shall include an adequate reserve fund for maintenance, repairs and replacement of the Common Area.

#### 4.3 Annual Assessments

Until January 1 of the year immediately following the close of escrow on the sale of the first Unit in the Project, the maximum annual assessment per Unit shall be such amount as is set forth in the Project budget approved by the Department of Real Estate, which amount shall be prorated based on the number of months remaining before January 1 of such year. Thereafter, the Board shall determine and fix the amount of the maximum annual assessment against each Unit at least sixty (60) days in advance of each annual assessment; provided, however, that the regular annual assessment may not be increased by more than twenty percent (20%) above the regular annual assess-

ment for the immediately preceding fiscal year, without the vote or written assent of a majority of the voting power of the Association residing in Members other than Declarant.

#### 4.4 Special Assessments

In addition to the regular assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated expense or other action or undertaking normally covered by a regular assessment (and, where necessary, for taxes assessed against the Common Area); provided, however, that the aggregate special assessments for any fiscal year shall not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of a majority of the voting power of the Association residing in Members other than Declarant. Special assessments may also be levied against an individual Unit and its Owner to (reimburse) the Association for costs incurred in bringing that Owner and his Unit into compliance with the provisions of this Declaration and the Bylaws (including actual attorneys' fees and costs.)

#### 4.5 Allocation of Assessments; Limited Exemption of Declarant

Each Unit, including Units owned by Declarant, shall bear such fractional share of each aggregate regular and special assessment as corresponds to the fractional undivided interest in the Common Area appurtenant to that Unit (such interest being set forth on EXHIBIT B attached hereto). Additionally, special assessments may be levied against individual Units for disciplinary reasons, as provided in the preceding Subarticle. Notwithstanding the foregoing, Declarant and any other Owner of a Unit which does not include a structural improvement for human occupancy shall be exempted from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of such structural improvements. This exemption shall include, but shall not necessarily be limited to that portion of any assessment attributable to roof replacement, exterior maintenance, walkway and carport lighting, refuse disposal, cable television, and domestic water supplied to living Units. This exemption shall be in effect only until a notice of completion of the structural improvement has been recorded or until one hundred twenty (120) days after the issuance of a building permit for the structural improvement, whichever first occurs.

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4.6      Date of Commencement of Assessment;  
Due Dates

The regular assessments provided for herein shall commence as to all Units in the Project on the first day of the month following the close of escrow on the sale of the first Unit in the Project. Due dates of assessments shall be the first day of every month. No notice of such assessment shall be required other than an annual notice setting forth the amount of the monthly assessment.

4.7      Transfer of Unit by Sale or Foreclosure

Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Where the mortgagee of a first mortgage of record obtains title to a Unit as a result of foreclosure of any such first mortgage, such mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Unit which accrued prior to the acquisition of title to such Unit by such mortgagee. Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Units including such mortgagee. In a voluntary conveyance of a Unit the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

4.8      Enforcement of Assessment Obligation;  
Priorities; Discipline

If any part of any assessment is not paid and received by the Association or its designated agent within fifteen (15) days after the due date, an automatic late charge of Five Dollars (\$5.00) shall be assessed and additional Five Dollar (\$5.00) sums shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are



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paid. When a notice of assessment (notice of default and demand to cure) has been recorded, such assessment shall constitute a lien on each respective Unit prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment, in accordance with the provisions of §§2924-2924h of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a Unit Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

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4.9 Payment of Taxes Assessed Against Common Area or Personal Property of Association

In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Units, said taxes shall be included in the assessments made under the provisions of this Article, and, if necessary, a special assessment may be levied against the Units in an amount equal to said taxes, to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

4.10 Proration of Unsegregated Real Property Taxes

4.10.1 If real property taxes are prorated by Declarant through escrow in connection with the sale of any Unit at a time when the actual taxes attributable to such Unit are unknown (where such actual taxes will be unknown at the time escrow closes) and if the tax bill is to be an "unsegregated" or "blanket" bill covering the Project, the Declarant shall make a good faith estimate of the real property taxes applicable to each Unit and escrow shall make the proration based on this good faith estimate. Upon receipt of the "unsegregated" tax bill after close of escrow, any adjustments shall be made outside of escrow

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by Declarant and the owner of the Units with the Association's cooperation as provided in Article 4.10.2. The Association shall pay before delinquency the entire "unsegregated" tax bill for the Project. Following the issuance of the "unsegregated" tax bill, and immediately after the Association has determined each Owner's proper tax (as hereinafter provided), each Owner shall pay the entire tax for each Owner's Unit to the Association in order that the Association may satisfy the "unsegregated" tax bill before delinquency. Each Owner for himself and his successors hereby covenants and agrees that the right of the Association to collect the tax may be enforced by any of the procedures described in this Article 4. If the monthly assessments for the Project are equal, the "unsegregated" tax bill shall be equally divided among the Owners. If the monthly assessments for the Project are unequal, the Association shall determine each Owner's proper tax by multiplying the total "unsegregated" tax bill amount by the appropriate fractional undivided interest for the Owner's Unit shown on Exhibit B attached hereto.

4.10.2 Unless the Declarant's good faith estimate is exact, the Declarant and the Owner shall promptly furnish the Association with their closing statements as proof of the proration of the "unsegregated" taxes through escrow. The Association shall then promptly determine the difference between the amount of taxes charged to the Owner at the close of escrow ("Owner's Charge") and the Owner's actual share of taxes based on the "unsegregated" tax bill ("Owner's Actual Share"). If the Owner's Charge exceeds the Owner's Actual Share, the Association shall pay such excess to the Owner, and the Declarant shall immediately reimburse the Association for all such payments. If the Owner's Actual Share exceeds the Owner's Charge, the Association shall immediately pay the amount of such excess to Declarant, and shall thereafter levy a special assessment against the Owner and his Unit for reimbursement of such payment.

4.10.3 In the event further "unsegregated" tax bills are issued or "unsegregated" installments become due following the sale of Units as discussed in Article 4.10.1, the Association shall be responsible for the payment thereof prior to delinquency but shall have all rights set forth in this Article to collect from each Owner such Owner's proper share of the "unsegregated" bill or "unsegregated" installment.

#### 4.11 Proration of Segregated Real Property Taxes

4.11.1 If real property taxes are prorated by Declarant through escrow in connection with the sale of any Unit at a time when the actual taxes attributable to such Unit are unknown (where such actual taxes will be unknown at the time escrow closes) and if the tax bill is to be a "segregated" or "individual" bill covering the Unit, the Declarant shall make a

good faith estimate of the real property taxes applicable to the Unit and escrow shall make the proration based on this good faith estimate. Upon receipt of the "segregated" tax bill after close of escrow, any adjustments shall be made outside of escrow by Declarant and the Owner of the Unit with the Association's cooperation as provided in Article 4.11.2. The Owner shall pay before delinquency the "segregated" tax bill for the Unit.

4.11.2 Unless the Declarant's good faith estimate is exact, the Declarant and the Owner shall promptly furnish the Association with their closing statements as proof of the proration of the "segregated" taxes through escrow. The Association shall then promptly determine the difference between the amount of taxes charged to the Owner at the close of escrow ("Owner's Charge") and the Owner's actual share of taxes based on the "segregated" tax bill ("Owner's Actual Share"). If the Owner's Charge exceeds the Owner's Actual Share, the Association shall pay such excess to the Owner, and the Declarant shall immediately reimburse the Association for all such payments. If the Owner's Actual Share exceeds the Owner's Charge, the Association shall immediately pay the amount of such excess to Declarant and shall thereafter levy a special assessment against the Owner and his Unit for reimbursement of such payment. Each Owner for himself and his successors hereby covenants to reimburse the amount of any such excess to the Association, and agrees that the right of the Association to collect such excess may be enforced by any of the procedures described in this Article 4.

END OF ARTICLE 4 ENTITLED  
MAINTENANCE AND ASSESSMENTS

ARTICLE 5DUTIES AND POWERS OF THE ASSOCIATION5.1 Duties and Powers

In addition to the duties and powers enumerated in the Bylaws and the Articles, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

5.1.1 Maintain, repair, replace, restore, operate and manage all of the Common Area and all facilities, improvements, furnishings, equipment and landscaping thereon, and all property that may be acquired by the Association in good condition. This obligation shall not extend to the maintenance of any portion or facility of the Common Area required to be maintained by an individual Owner under this Declaration or the Bylaws.

5.1.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel and the commencement of actions.

5.1.3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

5.1.4 Grant and reserve easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Units.

5.1.5 Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.

5.1.6 Adopt reasonable rules not inconsistent with this Declaration, the Articles, or the Bylaws relating to the use of the Common Area and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

5.2

Maintenance of Project by Association

The Association shall provide maintenance of the Project as provided in the Bylaws. The responsibility of the Association for maintenance and repair shall not extend to the cost and expense of repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner, or his guests, tenants or invitees. The cost and expense of repair or replacement of a Unit exterior or of any portion of the Common Area resulting from such excluded items shall be the responsibility of each Owner. The Association shall cause such repairs and replacements to be made at the Owner's sole cost and expense and if an Owner shall fail to pay for such repairs or replacements, the cost thereof (plus interest from the date of payment[s] at the maximum legal rate) shall be added to the assessments chargeable to such Unit and shall be payable to the Association by the Owner of such Unit.

5.3

Association Easements and Access to Units

For the purpose of performing the maintenance authorized by this Article or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an easement over and onto all portions of the Common Area, and shall also have the right, after reasonable notice to the Owner, and at reasonable hours, to enter any Unit.

END OF ARTICLE 5 ENTITLED

DUTIES AND POWERS OF THE ASSOCIATION

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ARTICLE 6

UTILITIES

6.1 Owners' Rights and Duties

The rights and duties of the Owners of  
Units within the Project with respect to utilities shall  
be as follows:

*water  
lines*

6.1.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are located or installed within the Project, which connections, or any portion thereof lie in or upon Units owned by other than the Owner of a Unit served by said connections, the Owners of any Unit served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Units or to have the utility companies enter upon the Units in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

6.1.2 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are located or installed within the Project, which connections serve more than one Unit, the Owner of each Unit served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Unit.

6.1.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

6.2 Easements for Utilities and Maintenance

Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the Map of the Property,

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and as may be hereafter required to service the Property, are hereby reserved by Declarant and its successors-in-interest and assigns, including the Association, together with the right to grant and transfer the same.

6.3 Association's Duties

The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units.

END OF ARTICLE 6 ENTITLED  
UTILITIES

ARTICLE 7

USE RESTRICTIONS

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

7.1 Use of Individual Units; Adults Only

No Unit shall be occupied and used except for single family residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that during construction and for a period not exceeding three (3) years from the date of issuance of a final public report for the Project, Declarant, its successors or assigns, may use any Unit or Units in the Project owned by Declarant for a model home site or sites and display and sales office. No child under sixteen (16) years of age shall be permitted as a permanent resident of any Unit [permanent residence being defined as any continuous residence for longer than thirty (30) days in any consecutive twelve (12) month period]; provided, however, that this age restriction shall not apply to any child residing in a Unit in which he also resided under a lease or tenancy agreement immediately prior to the sale of that Unit by Declarant to the Owner.

7.2 Nuisances

No noxious, illegal, or offensive activities shall be carried on in any Unit, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

7.3 Vehicle Restrictions

No trailer, camper, mobilehome, Recreational Vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily (for purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage or carport, or in an area specifically



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designated for such purpose by the Board. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property, except as reasonably necessary to the execution of the rights or duties of the Association under this Declaration.

#### 7.4 Signs

No signs shall be displayed to the public view on any Units or on any portion of the Property except such signs as are approved by the Board or committee appointed by the Board. "For Sale" or "For Rent" signs shall be allowed provided they do not exceed three (3) square feet in size.

#### 7.5 Animals

No animals or birds of any kind shall be raised, bred, or kept in any Unit, or on any portion of the Property, except as specifically provided in rules enacted by the Board pursuant to the Bylaws.

#### 7.6 Garbage and Refuse Disposal

All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Units, streets and the Common Area.

#### 7.7 Radio and Television Antennas

No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner may be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the consent of the Board. No Citizens Band or other transmission shall be permitted on the Property.

#### 7.8 Right to Lease

The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the Unit are provided customary hotel service such as room service for food and beverage.

age, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the Owners of the respective Units shall have the absolute right to lease the Units provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the Bylaws, and any reasonable rules and regulations published by the Association.

7.9 Clothes Lines

No exterior clothes lines shall be erected or maintained and there shall be no outside laundering or drying of clothes.

7.10 Power Equipment and Car Maintenance

No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

7.11 Window Covers

Curtains and drapes (with a white lining), shutters, or blinds of a neutral color may be installed as window covers, subject to the Board's absolute discretion. No window shall be covered with aluminum foil or similar material.

7.12 Liability of Owners for Damage to Common Area

The Owner of each Unit shall be liable to the Association for all damages to the Common Area or improvements thereon caused by such Owner or any occupant of his Unit or guest.

7.13 Water Furniture

Except in Units on the ground floor, no water furniture (including waterbeds) shall be permitted at any time in a Unit.

7.14 Aquariums

Except with the prior written consent of the Board of Directors in the Board's sole and absolute discretion, no aquarium holding in excess of twenty-six (26) gallons of water shall be permitted at any time in a Unit.

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7.15      No Warranty of Enforceability

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 7 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant.  
= Any Owner acquiring a Unit in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

END OF ARTICLE 7 ENTITLED  
USE RESTRICTIONS

## ARTICLE 8

### ARCHITECTURAL CONTROL

#### 8.1 Prohibition of Alteration and Improvement

Subject to the exemption of Declarant under Article 9.10, below, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board or by an Architectural Control Committee (the Committee) appointed by Declarant and/or the Board as provided in this Article.

#### 8.2 Plans and Approval

Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements or alterations, shall be submitted to the Board or Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Board or Committee. No landscaping of patios or yards visible from the street or from the Common Area shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board or Committee.

#### 8.3 Architectural Control Committee

The number, appointment and term of members of the Committee shall be as provided in the Bylaws, subject to the following limitations:

8.3.1 If a Committee is appointed, there shall be not less than three (3) nor more than five (5) members of the Committee.

8.3.2 Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of the original public report for the Project. Thereafter, Declarant reserves to itself the power to appoint a majority of the members of the Committee, until ninety

percent (90%) of all Units in the overall Project have been sold or until the fifth anniversary of the issuance of the final public report for [the first phase of] the Project, whichever first occurs. Committee members appointed by the Declarant need not be Members of the Association.

8.3.3 After one (1) year from the date of issuance of the original public report for the Project, the Board shall have the power to appoint one member to the Committee until ninety percent (90%) of all of the Units in the overall Project have been sold or until the fifth anniversary date of the original issuance of the final public report for [the first phase of] the Project, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Board shall be from the membership of the Association.

END OF ARTICLE 8 ENTITLED

ARCHITECTURAL CONTROL

# ARTICLE 9

## GENERAL PROVISIONS

### 9.1 Enforcement

The Association, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual Owner shall have no right to enforce the collection of any assessment levied against any other Owner under Article 4 above. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

### 9.2 Invalidity of Any Provision

Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

### 9.3 Amendments

Following the conversion of Class B Membership to Class A Membership, this Declaration shall be amended only by the vote or written assent of Members representing both: (1) at least seventy-five percent (75%) of the total voting power of the Association; and (2) at least seventy-five percent (75%) of the votes of Members other than the Declarant. Provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision. So long as Class A Membership and Class B Membership are still in effect, this Declaration shall be amended only by the vote or written assent of at least seventy-five percent (75%) of each class of membership.

### 9.4 Encroachment Easements

Each Unit within the Property is hereby declared to have an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be

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

#### 9.5 Mortgage Protection Clause

##### 9.5.1 Rights of First Mortgagees

No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

##### 9.5.2 Notice to Lenders

All institutional lenders that have filed with the Association an appropriate written request, shall be entitled to receive the following notices in writing from the Association:

9.5.2.1 Notice of any proposed change in the Project Documents, which notice shall be given thirty (30) days prior to the effective date of such change;

9.5.2.2 Notice of default by the Owner or trustor of any deed of trust on a Unit (the beneficial interest in which is held by said institutional lender) in the performance of such Owner's or trustor's obligations under the Project Documents, which default is not cured within sixty (60) days;

9.5.2.3 Notice of any damage or destruction to any individual Unit subject to a deed of trust (the beneficial interest in which is held by said institutional lender), which damage exceeds One Thousand Dollars (\$1,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such damage or destruction; and

9.5.2.4 Notice of any loss to or taking of any portion of the Common Area or facilities or improvements thereon, which loss or taking exceeds Ten Thousand Dollars (\$10,000.00), which notice shall be given immediately upon the Board's obtaining knowledge of such loss or taking.

#### 9.5.3 Changes Requiring Lender Approval

Without the prior written approval of at least sixty-six and two-thirds percent (66 2/3%) of the institutional lenders (based upon one [1] vote for each mortgage or deed of trust owned) or the Owners other than Declarant, the Association shall not be entitled to:

9.5.3.1 By act or omission, seek to abandon or terminate the condominium project;

9.5.3.2 Change the pro rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Area;

9.5.3.3 Partition or subdivide any Unit, except as provided in Subarticle 2.4;

9.5.3.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any portion or element of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause);

9.5.3.5 Use hazard insurance proceeds for losses to any property on the Project (whether to Units or to Common Area) for other than the repair, replacement or reconstruction thereof, except as provided by statute in case of substantial loss or damage to the Units and/or the Common Area.

#### 9.5.4 Mortgage Priority; Right to Inspect Records

Notwithstanding any language contained in this Declaration or the other Project Documents to the contrary, no Unit Owner and no other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to the Owner of such Unit of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or any portion or element of the Common Area. Institutional lenders shall have the right to examine the books and records of the Association.



9.5.5 Compliance with FHLMC Regulations

The Declarant intends that the Project shall comply with all requirements of the Federal Home Loan Mortgage Corporation (FHLMC) pertaining to the purchase by FHLMC of conventional home loans. Declarant and all Unit Owners therefore agree that, in the event the Project or any of the Project Documents do not comply with the FHLMC requirements, the Board shall have the power (on behalf of the Association) to enter into any agreement with FHLMC (or its designee) or the mortgagees of the Units reasonably required by FHLMC or the mortgagees to allow the Project to comply with such requirements.

9.5.6 Taxes, Assessments, and Charges Which May Become Liens

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

9.5.7 Payment of Taxes and Insurance Premiums by Mortgagees

Institutional lenders may, jointly or singly, pay any taxes, assessments, or other charges which are in default and which may or have become a lien or charge against the Recreational Common Area and may pay overdue premiums on hazard insurance policies (or secure new hazard insurance coverage on the lapse of a policy) for the Recreational Common Area. Any institutional lender making such payments shall be entitled to immediate reimbursement therefor from the Association.

9.6 Owner's Right and Obligation to Maintain and Repair

Except for those portions of the Project which the Association is required to maintain and repair, each Unit Owner shall, at his sole cost and expense, maintain and repair his Unit and any Restricted Common Area appurtenant to his Unit, keeping the same in good condition. Additionally, each Owner shall maintain, repair and replace as necessary any separate air conditioning and/or water heating unit which services his Unit. Each Owner shall have the exclusive right to paint, plaster, panel, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his Unit. In the event an Owner fails to maintain his Unit as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify Owner of the work required

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and request it be done within sixty (60) days from the giving of such notice. In the event Owner fails to carry out such maintenance within said period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary lien his Unit for the amount thereof.

9.7      Entry for Repairs

The Board or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made upon reasonable notice and with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Board at the expense of the Association. No Owner shall do any act or create any obstruction which would unreasonably interfere with the right or ability of the Association to perform any of its obligations or exercise any of its rights under this Declaration.

9.8      Insurance; Damage or Destruction

9.8.1    Reconstruction by Unit Owners

In the event of damage to or destruction of any Unit, the Owner shall reconstruct the same as soon as reasonably practicable, and substantially in accordance with the original plans and specifications therefor. Each Owner shall have an easement of reasonable access onto any adjacent Unit for purposes of repair or reconstruction of his Unit as provided in this Subarticle.

9.8.2    Association Liability Insurance

The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association, the Declarant and the agents and employees of each and the Owners and the respective family members, guests and invitees of the Owners against any liability incident to the ownership or use of the Common Area and facilities in the Recreational Common Area, commercial spaces, if any, and public ways, and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association. The scope of the coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location, and use. If the Project has more than thirty (30) Units, coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage.

### 9.8.3 Master Hazard Insurance

Additionally, the Association shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the Project, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements on the Project. If there is a steam boiler in operation in connection with any Unit, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum, Fifty Thousand Dollars (\$50,000.00) per accident per location. If the Project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Project must be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on all Units in the Project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the Project in the event of destruction and a decision not to rebuild pursuant to this Declaration. Such policy shall be in form and amount as determined by the Board (acceptable to the Federal Home Loan Mortgage Corporation), shall name as insured the Association, the Owners and Declarant (so long as Declarant is an Owner of any Units), and all mortgagees as their respective interests may appear, and shall provide that any proceeds be paid to the Association for the use and benefit of the Owners and mortgagees as their interests may appear. Such policy shall not be required to insure the personal property or customized items within any individual Units, which shall be the responsibility and risk of the Unit Owners.

### 9.8.4 Additional Association Insurance

The Association may purchase such other insurance as it may deem necessary, including without limitation plate-glass insurance, worker's compensation, directors liability, and errors and omissions insurance, and the Association shall purchase fidelity coverage against dishonest acts by any directors, managers, trustees, employees or volunteers of the Association who are responsible for handling funds belonging to or administered by the Association if the Project

has more than thirty (30) Units. The fidelity bond or insurance shall name the Association as the insured and shall provide coverage in an amount not less than one and one-half (1 1/2) times the Association's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

#### 9.8.5 Choice of Carriers; Insurance Premiums

The insurance policies required under this Article 9.8 shall be acquired from carriers meeting the qualifications of the Federal Home Loan Mortgage Corporation. Insurance premiums shall be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association shall be without prejudice to the right of any Unit Owner to obtain additional individual condominium insurance.

#### 9.8.6 Proceeds from Insurance

If any of the Project improvements are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Custom-built items added by Owners to their Units shall be rebuilt or replaced at the expense of Owners or their insurers. Any excess insurance proceeds shall be deposited to the general funds of the Association. In the event the proceeds of the Association's insurance policy are insufficient to rebuild or repair a Unit or Units, and the Owner or Owners of said Unit or Units do not have sufficient funds, whether insurance proceeds or personal funds, to rebuild and restore said Unit or Units, then the Association may use funds from its general account or if necessary from levying a special assessment on all Unit Owners (or on those responsible for the damage) to restore or rebuild said Unit or Units.

#### 9.8.7 Total Destruction

In the event the Property subject to this Declaration is totally or substantially damaged or destroyed the institutional lenders shall receive timely notice thereof. The repair, reconstruction or disposition of the Property and insurance proceeds shall be as provided by an agreement approved by more than fifty-one percent (51%) of the votes of each class of membership (subject to the rights of institutional lenders.)

9.8.8 Personal Liability Insurance

In addition to the master policies which the Association shall carry, the Board shall have the power to require each Unit Owner, at his expense, to carry personal liability insurance covering damage to property or injury to the person of others within the Project resulting from negligence of the Owner or his agents, in an amount up to One Hundred Thousand Dollars (\$100,000.00) for each occurrence.

9.8.9 Waiver of Subrogation; Notice of Cancellation

All property and liability insurance carried by the Association or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Association, officers, and directors, and any Members, their guests, agents and employees. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the Units are located. All insurance carried by the Association shall contain a provision requiring the insurer to notify the first mortgagee named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

9.9 Condemnation

In the event of any taking of any Unit in the Project by eminent domain, the Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his mortgagee shall be divested of all interest in the Project if such Owner shall vacate his Unit as a result of such taking. The remaining Owners shall decide by majority vote whether to rebuild or repair the Project, or take other action. The remaining portion of the Project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Project. In the event of a taking by eminent domain of more than one Unit at the same time, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where Units are not valued separately by the condemning authority or by the court. The Association should give careful consideration to the allocation of percentage interests in the Common Area in determining how to divide lump sum proceeds of condemnation. In the event any Unit Owner disagrees with the proposed allocation, he may have the matter submitted to arbitration under the rules of the American Arbitration Association.

#### 9.10 Limitation of Restrictions on Declarant

Declarant is undertaking the work of construction of the Units and incidental improvements upon the Property. [performing certain work in connection with the conversion of the Property to a condominium.] The completion of that work and the sale, rental, and other disposal of said Units is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

9.10.1 Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Unit, whatever is reasonably necessary or advisable in connection with the completion of the work; or

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

9.10.3 Prevent Declarant from conducting on any part of the Property its business of completing the work and of establishing a plan of Unit ownership and of disposing of said Property in Units by sale, lease or otherwise; or

9.10.4 Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof.

So long as Declarant, its successors-in-interest and assigns, owns one or more of the Units established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

#### 9.11 Termination of Any Responsibility of Declarant

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

40

9.12      Owners' Compliance

Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Project Documents and all decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages (including costs and attorneys' fees), and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Bylaws, shall be deemed to be binding on all Owners of Units, their successors and assigns.

9.13      Conflict of Project Documents.

If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Condominium Plan; Articles; Bylaws; and rules and regulations of the Association.

9.14      Special Provisions Relating to Enforcement of Declarant's Obligation to Complete Common Area Improvements

Where any Common Area improvements in the Project have not been completed prior to the issuance of the public report, and where the Association is obligee under a bond or other arrangement ("Bond") to secure performance of the commitment of Declarant to complete the improvements, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension. A special meeting of Members of the Association for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held not less than fifteen (15) days nor more than thirty (30) days after receipt by the Board of a petition for such meeting signed by Members representing ten percent (10%) of the total voting power of the Association. A vote of a majority of the voting power of the Association residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

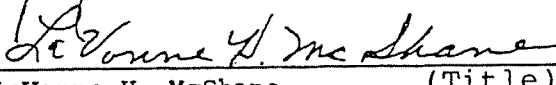
9.15 Term of Declaration

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

The undersigned, being the Declarant herein, has executed this Declaration on May 19, 1980.

DECLARANT: Far West Savings and  
Loan Association, a  
California corporation

BY:   
Jule J. Keen Vice President (Title)

BY:   
LaVonne H. McShane (Title)  
Assistant Secretary



Maintenance Expense Schedule  
 Los Robles Plaza Homeowners Association  
 Page Two

<u>Unit Number</u>	<u>Fractional Portion of Total</u>
93	.00727
94	.00982
95	.00823
96	.00823
97	.00823
98	.00823
99	.00727
100	.00867
101	.00867
102	.00867
103	.00634
104	.00982
105	.00727
106	.00634
107	.00727
108	.00415
109	.00867
110	.00634
111	.00634
112	.00982
113	.00634
114	.00727
115	.00867
116	.00982
117	.00982
118	.00727
119	.00727
120	.00415
121	.00727
122	.00727
123	.00727
124	.00867
125	.00727
126	.00982
127	.00727
128	.00634
129	.00634
130	.00415

LOS ROBLES

ASSESSMENT SCHEDULE

1. Variable Costs -

Insurance	\$ 7,464.
Gas - Domestic	8,712.
Water - Domestic	6,372.
Water Heater Maint.	1,200.
Water Treatment	2,400.
Paint Reserve	8,901.
Roof Reserve	5,131.
Water Heater Reserve	<u>2,000.</u>
Total	\$42,180.

2. Total Square Footage in all 130 units = 106,465 SF

3. Variance -

Total Yearly Variable Costs/Total Square Footage/12 months = Variance

\$42,180. / 106,465 SF = .3961865 / 12 months = .0330155 Variance

4. Base Assessment -

Total Yearly Budget \$137,148.  
 Less Variable Costs 42,180.  
 Total Yearly Base \$ 94,968. / 12 months = \$7,914. / 130 units = \$60.88 Base

5. Assessment Schedule -

<u>Plan by SF</u>	<u>Base</u>	<u>Square Footage x Variance</u>	<u>Total</u>
442	60.88	442 x .0330155 = \$14.59	\$75.47
675	60.88	675 x .0330155 = 22.29	83.17
774	60.88	774 x .0330155 = 25.55	86.43
876	60.88	876 x .0330155 = 28.92	89.80
885	60.88	885 x .0330155 = 29.22	90.10
923	60.88	923 x .0330155 = 30.47	91.35
1046	60.88	1046 x .0330155 = 34.53	95.41

COPIES REQUESTED BY  
WHEN RECORDED, MAIL TO:

89- 711949

Y GARRETT KING & HARRISON  
Box 8010  
Port Beach, California 92660  
ATTENTION: Mr. Paul K. Watkins

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CA  
1 MIN.  
EAST. 1 P.M. JUL 25 1980

Recorder's Office

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
LOS ROBLES PLAZA CONDOMINIUMS

FEE  
\$4  
2L

That certain Declaration of Covenants, Conditions, and Restrictions (LOS ROBLES PLAZA CONDOMINIUMS) ("Declaration") executed by Far West Savings and Loan Association, a California corporation, and recorded in the Official Records of the Los Angeles County, California Recorder on June 3, 1980 as Instrument No. 80-539998, is hereby amended in the following particular only:

1. Paragraph 4.5 of the Declaration is deleted in its entirety and the following is substituted in its place and stead:

"4.5 Allocation of Assessments; Limited Exemption of  
Declarant

Each Owner of a Unit shall pay the applicable beginning monthly assessment as set forth on the Assessment Schedule attached hereto as EXHIBIT C and by this reference made a part hereof. Each Owner of a Unit shall bear an equal share of all future regular and special assessments (other than special assessments levied against individual Units for disciplinary reasons, according to Article 4.4, above), unless such assessment is for insurance, gas (for that portion of the gas cost attributable to central heating and/or cooling to the Units paid by the Association), water (for that portion of the water cost attributable to domestic water use), water heater maintenance, water treatment, and certain reserves (paint, roof, and water heater), in which case each Unit's share of assessment shall be prorated in accordance with the fractional undivided interests shown on EXHIBIT B attached hereto. Notwithstanding the foregoing, Declarant and any other Owner of a Unit which does not include a structural improvement for human occupancy shall be exempted from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of such structural improvements. This exemption shall include, but shall not necessarily be limited to that portion of any assessment attributable to roof replacement, exterior maintenance, walkway and carport lighting, refuse disposal, cable television, and domestic water supplied to living Units. This exemption shall be in effect only until a notice of

completion of the structural improvement has been recorded or until one hundred twenty (120) days after the issuance of a building permit for the structural improvement, whichever first occurs."

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

DATED: July 25, 1980, 1980

FAR WEST SAVINGS AND LOAN ASSOCIATION  
a California corporation

By: [Signature]  
Jule J. Keen, Vice President (Title)

By: [Signature]  
Benjamin W. Frankel, Secretary (Title)

STATE OF CALIFORNIA }  
COUNTY OF Orange } ss.

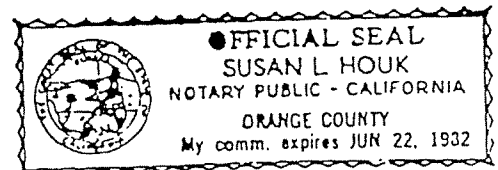
On July 25, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Jule J. Keen, known to me to be the Vice President, and Benjamin W. Frankel, known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]

Susan L. Houk

Name (Typed or Printed)



(This area for official notarial seal)

80- 711949

WHEN RECORDED SE T

1-1040280

Los Robles Plaza Condominiums  
512 E. Wilson Ave., Suite 210  
Glendale, CA 91206

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
LOS ROBLES PLAZA CONDOMINIUMS

FEE  
\$4  
M

That certain Declaration of Covenants, Conditions, and Restrictions of the Los Robles Plaza Condominiums executed by Far West Savings and Loan Association, a California corporation, and recorded in the Official Records of Los Angeles County, on June 3, 1980 as Instrument No. 80-539998, is hereby amended in the following particular only:

1. Paragraph 9.16, Article 9 (General Provisions) shall be added to the Declaration.

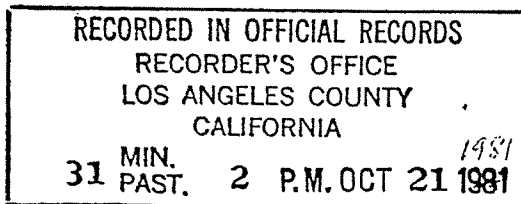
"9.16 LIMITATION OF POWERS

Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this Corporation."

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

DATED 10/14, 1981

LOS ROBLES PLAZA CONDOMINIUMS  
a California Corporation



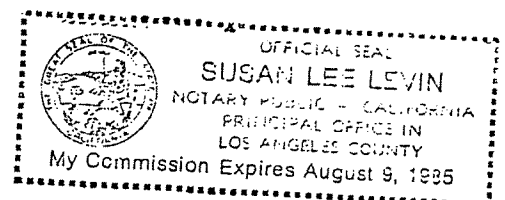
By: [Signature] (Title)

By: [Signature] (Title)

STATE OF CALIFORNIA  
COUNTY OF Los Angeles, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Lichtman known to me to be the President, and Ellen Tracey known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]  
Susan Lee Levin  
Name (Typed or Printed)



(This area for official notarial seal)