

ARTICLE XV

AMENDMENT

Until the sale of the first Condominium located within the Property shall have been consummated, Declarant may amend this Declaration unilaterally by recording an instrument of amendment in the Recorder's Office of the county in which the Property is located, therein certifying that no sales of Condominiums within the Property have previously been consummated and setting forth the amendment.

After consummation of the first sale of a Condominium within the Property, subject to the provisions of Article VIII, Mortgagee Protection, this Declaration may only be amended and/or supplemented in either of the following ways :

(a) By an instrument in writing signed by Members of the Association holding not less than sixty-seven percent (67%) of the voting power of the membership of the Association and by Members of the Association, other than Declarant, holding sixty-seven percent (67%) of the voting power of the Association, excluding Declarant's voting power; provided, however, that so long as the Class B membership within the Association is still in effect, this Declaration may only be amended under this Article XVI(a) by an instrument in writing signed by Members entitled to exercise not less than sixty-seven percent (67%) of the voting power of each class of membership.

(b) By an instrument in writing signed by any two officers of the Association certifying that the amendment provided for in such instrument has been approved by the vote or written consent of Members of the Association holding not less than sixty-seven percent (67%) of the voting power of the membership of the Association and by Members of the Association, other than Declarant, holding sixty-seven percent (67%) of the voting power of the Association, excluding Declarant's voting power; provided, however, that so long as the Class B membership within the Association is still in effect, this Declaration may only be amended under this Article XVI(b) by an instrument in writing signed by any two officers of the Association certifying that the amendment provided for in such instrument has been approved by the vote or written consent of Members entitled to exercise not less than sixty-seven percent (67%) of the voting power of each class of membership.

Notwithstanding the foregoing provisions of this Article XVI, the percentage of the voting power of Members of the Association necessary to amend a specific clause or provision of

this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause or provision. To be effective, any amendment to this Declaration must be properly recorded in the Office of the County Recorder for the county in which the Property is located.

Notwithstanding the foregoing provisions of this Article XVI, the Association or any owner of a separate interest may pursuant to Civil Code Section 1356, or any successor statutes, petition the Superior Court for an order reducing the percentage of the affirmative votes necessary to amend this Declaration.

Any amendment to this Declaration shall require the prior approval of the City of Lakewood.

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ARTICLE VXI

MUNICIPAL RESTRICTIONS

16.01 Compliance with Lakewood Ordinance. The Association and any other management entity retained by the Association shall be responsible for compliance with all of the terms and provisions of Development review Board approval, any precise plan approval, and compliance with the zoning, building, and other ordinances of the City, including said permit.

16.02 Agent for Service of Process. The President of the Association shall be the agent for service of process and any notice, summons, city or court order that may be made. Any such service will be binding on all Owners of the property in respect to the occupancy, use or compliance with the terms and provisions of subdivision approval, precise plan, approval of the Development Review Board, and compliance with the ordinance of the City of Lakewood, including any permit or authorization issued by the City, and this Article.

16.03 Definitions Applicable to this Article.

A. City of Lakewood shall mean the City of Lakewood, a municipal corporation, c/o City Clerk, City of Lakewood, 5050 Clark Avenue, P.O. Box 158, Lakewood, California 90714.

B. Director of Community Development shall mean that person holding the office of Director of Community Development of the City of Lakewood, or his authorized representative.

C. Development Review Board shall mean the Development Review Board of the City of Lakewood, 5050 Clark Avenue, Lakewood, California.

D. Building Code shall mean all ordinances, building codes and resolutions of the City of Lakewood pertaining to buildings and structures.

E. Zoning Code shall mean all ordinances, resolutions and regulations of the City of Lakewood pertaining to zoning and land use.

16.04 Notice. Wherein, pursuant to this Article or any other provision of this Declaration notice is required to be given to the Declarant, the Owner, or the Association, or any managing Board or Board of Directors, or any officer, or to the City, such notice shall also be given to the City of Lakewood, as follows:

City Clerk
City of Lakewood
5050 Clark Avenue
Post Office Box 158
Lakewood, California 90714

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16.05 Enforcement by the City of Lakewood. Each of the provisions of this Article shall run in favor of the City of Lakewood, a municipal corporation, and in the event of any violation may be enforced by the City of Lakewood as authorized by law, but the failure of the City of Lakewood to enforce such provisions shall not preclude enforcement in future proceedings by the City of any person lawfully entitled to do so. The City of Lakewood shall be under no obligation to enforce this Declaration, and the decision of enforcement as herein authorized shall rest in the sound discretion of the City Council of the City of Lakewood to be exercised when necessary to protect the public health, safety and welfare, or to otherwise carry out the public purposes of the City of Lakewood.

16.06 Lien of Charge by the City. Any lien or charge levied by the City in accordance with the provisions hereof or any law shall be subordinate to the lien of any first mortgage upon any lot, parcel or unit, and further shall also be subordinate to the lien of assessment levied by the Association acting through its Board of Directors, or otherwise, as provided in this Declaration.

16.07 Declarations Required by and in Favor of the City of Lakewood, California. In accordance with resolution No. 5-81, and the Conditions of Approval of Tract Map No. 41866, Declarant states that she intends to improve the lot delineated in said Tract with attached dwellings, and to sell the same to the general public. Declarant further states she desires to provide for the orderly development of said real property, as aforesaid, and to provide a General Plan thereof to ensure the preservation of values and the aesthetic character of said development. Declarant does further hereby fix and establish for the mutual benefit of all successors and assigns of Declarant, as well as the City of Lakewood, a municipal corporation, the Conditions, Covenants, Restrictions and Reservations of this Article. Declarant in making this Declaration further states that said Conditions, Covenants, Restrictions and Reservations are made in favor of the City of Lakewood as a condition of approval of said development, and in accordance with the processing of an Environmental Impact Report, and as a condition of approval of said Tract. Declarant further states that said Conditions, Covenants, Restrictions and Reservations made in favor of the City are in accordance with, and to provide a General Plan of Development to ensure the preservation of values and the aesthetic character of the development, and to protect the public health, safety and welfare. Said Conditions, Covenants, Restrictions and Reservations set forth in this Article, either expressly or by reference, shall govern where inconsistent with any other provisions contained in this Declaration.

16.08 Use of Premises Conditioned Upon Compliance With City Subdivision and other Approval. Use of the premises for condominium purposes shall continue only during the existence of compliance with the terms and conditions of the subdivision approval, Development Review Board approval, and this Declaration, and in the event of the violation of any of the foregoing said premises shall no longer be used or occupied for living or condominium purposes until said violation has been rectified.

16.09 Amendments. There shall be no amendment to the Declaration or the Bylaws without the approval of the Director of Community Development, or the Planning and Environment Commission of the City of Lakewood.

16.10 Appeal. Any person aggrieved with the decision of the Director of Community Development, or the Development Review Board, or the Planning and Environment Commission of the City of Lakewood, may within ten (10) days of that decision appeal the decision for a hearing and final determination by the City Council of the City of Lakewood.

16.11 Declaration to Maintain Association. Declarant shall establish, and each successor in interest of Declarant, and all landowners within said Tract shall establish and maintain, as long as said premises are used for living or condominium purposes, an Association and a Board as herein defined. The Board shall adopt all necessary bylaws, rules and regulations to enforce the terms and provisions of this Declaration and, in addition, shall designate a responsible manager for the project. The Board shall adopt bylaws specifying that the responsible manager shall receive and accept all notice and service from the City of Lakewood pertaining to compliance or noncompliance with this Declaration.

16.12 Responsible Manager. Not less than once each year the Board shall notify, in writing the Director of Community Development, the person or persons who will act as the responsible manager of the project, and his name, address and telephone number. Said notice shall be in a form acceptable for recordation and shall be recorded in the Office of the Los Angeles County Recorder, and shall state the name of the firm, person or persons upon whom service of any notice, summons, city or court order may be made. This notification shall by bylaw be binding upon all other Owners in the Tract.

16.13 Compliance with City Resolution. The conditions of the City of Lakewood Resolution 5-81 shall run in favor of the City of Lakewood, a municipal corporation, and in the event of violation may be enforced by the City of Lakewood as authorized by law, but the failure of the City of Lakewood to enforce such provisions shall not preclude enforcement in future proceedings by the City or any person lawfully entitled to do so.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.01 No Rights Given to Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

17.02 Enforcement. The Association, or any Owner, shall have the right to enforce, in any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and in such action shall be entitled to recover reasonable attorneys' fees as ordered by the court. Failure by the Association or by any Owner to enforce any covenants or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The exercise of any rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times or for different defaults. The respective rights or remedies, whether provided by the Condominium Documents or by law, or available in equity, shall be cumulative.

17.03 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.

17.04 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Condominium subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the term shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by the then Owners of a majority of the Condominiums within the Property, has been recorded within the year preceding the commencement of each such successive period of ten (10) years, agreeing to change the Declaration in whole or in part, or to terminate the same.

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17.05 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. Except as otherwise herein specifically provided, if delivery is made by certified or registered mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail in the State of California, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

17.06 Partial Invalidity. Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions or portions hereof shall remain unaffected and in full force and effect.

17.07 Number and Gender. The use herein of (a) the singular number shall be deemed to mean the plural and vice versa; (b) the masculine gender shall be deemed to mean the feminine and neuter; and (c) the neuter gender shall be deemed to mean the masculine or feminine, whenever the sense of this instrument so requires.

17.08 Attorneys' Fees. Should suit be brought to enforce the provisions of this Declaration, or by reason of any claimed default in the performance hereof, or should any Owner bring suit against the Association, the prevailing party shall be awarded reasonable costs, including attorneys' fees.

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

VERONICA LEDBETTER

By: Veronica Ledbetter

"Declarant"

FRANK BURTON WILSON

By: Frank Burton Wilson

"Declarant"

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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On July 26, 1988 before me the undersigned, a Notary Public in and for

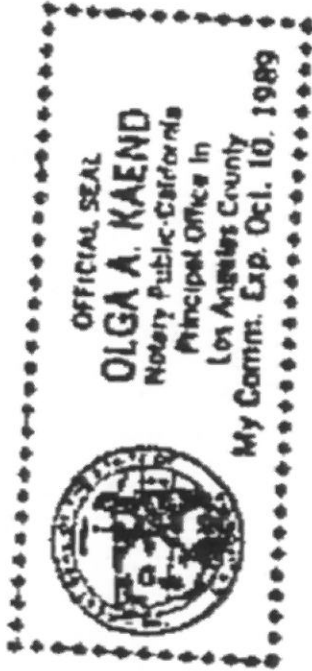
said State, personally appeared Veronica Ledbetter and Frank Burton Wilson

_____ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged to me that _____ they executed the same

WITNESS my hand and official seal.

Signature Olga A. Kaend

SF 4234 (REV. A. 1/87) (BY INDIVIDUAL)



(This area for official notarial seal)

APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

REPUBLIC BANK, a corporation (as Beneficiary) under deed of trust, recorded November 24, 1987, as Instrument No. 1875638, Official Records, Los Angeles County, California, hereby approves and consents to the recording of this Declaration, and subordinates the lien of said deed of trust to the Declaration to which this instrument is attached, and to each and every provision thereof and to all easements provided for thereunder, however and whenever granted.

REPUBLIC BANK
a corporation

By: J.H. Ketchersid
J.H. Ketchersid
its Vice President

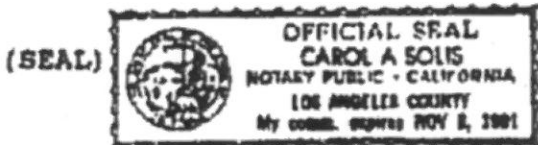
By: C.J. Heckenlaible
C.J. Heckenlaible
its Vice President

STATE OF CALIFORNIA)
COUNTY OF) ss.

On July 25, 19 88 before me, the undersigned, a Notary Public in and for said State, personally appeared J.H. KETCHERSID and C.J. HECKENLAIBLE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the VICE PRESIDENT and VICE PRESIDENT, on behalf of REPUBLIC BANK, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Terrence Avila
Notary Public



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EXHIBIT "A"

Lot 1 of Tract 41866 recorded in Book 1012 of Maps,
Pages 42 through 43, in the Office of the County
Recorder of Los Angeles County.

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