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MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
BEGONIA GARDENS TOWNHOMES

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EXECUTION

EXHIBIT A - PROPERTY

APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS FOR  
BEGONIA GARDENS TOWNHOMES

THIS DECLARATION is made this 26 day of July, 1988, by VERONICA LEDBETTER and FRANK BURTON WILSON hereinafter sometimes referred to as "Declarant").

R E C I T A L S :

A. Declarant is the owner in fee of that certain real property in the City of Lakewood, County of Los Angeles, State of California, described as follows :

See Attached Exhibit "A"

which real property so described is referred to herein as the "Property".

B. Declarant intends to develop the Property into a condominium project under the provisions of California Civil Code Section 1350, et seq.

NOW, THEREFORE, 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, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of such real property, and every part thereof, in accordance with the plan for the improvement of such real property and division thereof into condominiums. All of the limitations, covenants, conditions, restrictions, and easements shall constitute equitable servitudes in accordance with Civil Code Section 1354 and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of such real property.

ARTICLE I

DEFINITIONS

Unless the Context otherwise requires :

1.01 "Approval" of the Association or the Architectural Committee shall mean prior written approval.

1.02 "Architectural Committee" shall mean the committee formed pursuant to the provisions of Article VII below.

1.03 "Articles" shall mean the Articles of Incorporation of the Association, as such Articles may be amended from time to time.

1.04 "Assessments" shall mean assessments of the Association levied against Owners of Condominiums located within the Property, and includes all types of assessments.

1.05 "Association" shall mean and refer to the BEGONIA GARDENS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a California nonprofit mutual benefit corporation, the members of which shall be the Owners of Condominiums located within the Property.

1.06 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

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

1.08 "Common Area" shall mean and refer to those portions of the Property (including without limitation the land, structures and other improvements constructed thereon), except all of the Units described and/or shown in both this Declaration and in the Condominium Plan.

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

1.10 "Condominium" shall mean a condominium as defined in Section 783 of the California Civil Code, and shall be an estate in real property consisting of (a) a separate fee estate in the air space encompassed by the boundaries of a Unit and in the other elements constituting a Unit, and (b) an undivided interest as a fee estate in that portion of the Common Area appurtenant to each Unit, subject to all matters of record.

1.11 "Condominium Building" shall mean and refer to a building or structure containing any portion of any Condominium Unit or Units.

1.12 "Condominium Documents" shall mean and include this Declaration, the exhibits, if any, attached hereto, any Supplemental Declaration, the Articles, the Bylaws, the Condominium Plan, and the Rules as such items may be established from time to time and/or amended from time to time in accordance with their terms.

1.13 "Condominium Plan" shall mean and refer to the recorded diagrammatic floor plan of the Units built or to be built on the Property which identifies each Unit and shows its dimensions pursuant to California Civil Code Section 1351(e); the Condominium Plan is being recorded substantially concurrently with the recordation of this Declaration, and is by this reference incorporated herein and made a part hereof.

1.14 "Declarant" shall mean and refer to Declarant as defined in the introductory paragraph of this Declaration and Declarant's successors and assigns, by instrument of conveyance or other instrument recorded in the Office of the County Recorder for the County in which the Property is located.

1.15 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements as from time to time amended.

1.16 "DRE" shall mean the California Department of Real Estate and any successors thereto.

1.17 "Exclusive Use Common Area" shall mean those portions of the Common Area which, subject to the rights of the Association and Declarant, are designated by the Declaration and Condominium Plan for the exclusive and/or restricted use of the Owners of particular Units.

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

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

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



1.21 "GNMA" shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successor to such association.

1.22 "Institutional Lender" shall mean any bank, savings and loan association, insurance company, real estate investment trust, retirement fund trust, or other financial institution holding a recorded first mortgage on any Condominium.

1.23 "Manager" or "Managing Agent" shall mean the persons, firm or corporation engaged by the Association or the Declarant by contract and charged with the maintenance and upkeep of the Project.

1.24 "Member" shall mean and refer to a person entitled to membership in the Association as herein provided. The terms "Member" and "Regular Member" may be used interchangeably herein.

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

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

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

1.28 "Notice and a Hearing" shall mean notice and an opportunity for a hearing in the manner provided for in the Bylaws.

1.29 "Owner" or "Owners" shall mean and refer to the recorded holder(s) of fee title to a Condominium within the Project. This shall exclude persons or entities having any interest merely as security for the performance of an obligation. If a Condominium is sold under a recorded contract of sale to a purchaser who resides in the Condominium, the resident purchaser, rather than the fee owner, shall be considered the "Owner" as long as he resides in the Unit as a contract purchaser.

1.30 "Person" shall mean a natural person, a trustee, a corporation, a partnership, or other legal entity.

1.31 "Property" shall mean and refer to the Real Property described in paragraph A of the Recitals to this Declaration, together with improvements now or hereafter constructed thereon.

1.32 "Restrictions" shall mean all of the terms, provisions and restrictions set forth in this Declaration and any Supplemental Declaration, the Articles and Bylaws, as such instruments may be from time to time in effect.

1.33 "Rules" shall mean and refer to the rules from time to time promulgated and adopted by the Board and/or Architectural Committee as herein provided.

1.34 "Unit" shall mean a unit as defined in Section 1351(f) of the California Civil Code, i.e., the elements of a Condominium which are not owned in common with other Owners in a particular condominium project. Each Unit is designated as a Unit in the Condominium Plan for the Project and is identified by a separate number.

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

1.36 "Vote" means the vote of the Members entitled to exercise the voting power of the Association at any duly held regular or special meeting of the Members of the Association.

ARTICLE II

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

The Condominium Project consists of the following separate real property estates:

2.01 Units. Each of the Units is separately shown, numbered and designated in the Condominium Plan and is defined therein and in Article I above.

(a) A Unit consists of all of those elements and areas shown and identified on the Condominium Plan as being a part of such Unit. Whenever reference is made in the Condominium Plan or in this Declaration to any of the Units, it shall be construed that the reference is made to the Unit as a whole and each of its component parts. The provisions of this Section 2.01 shall be applicable with respect to Units within the Project.

(b) Each Unit shall be a separate freehold estate, consisting of some or all of the elements more particularly shown on the Condominium Plan.

(c) The boundaries of the Units are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of any fireplace firebox located within the Unit. Each Unit includes said surfaces, the portions of the buildings lying within said boundaries, the air space so encompassed, and all portions of all windows (including but not limited to interior and exterior surfaces thereof), the interior surfaces of which constitute any portion of a lateral boundary of the Unit, except as stated in Section 2.01(d).

(d) Each Unit includes the following items, if any, which may be located within the boundaries of the Unit, to wit: All windows and doors in said Unit, the forced air heating and air conditioning equipment, hot water heaters, dishwashers, ranges, ovens, utility installations and/or outlets, garbage disposal units, and that portion of any fireplace and chimney structure located within the Unit, but the following are not a part of the Unit: bearing walls, columns, vertical supports, landings, slabs, floors (except as otherwise above provided with respect to the interior surfaces thereof), and the area above any ceiling which is constructed lower than the ceiling elevation of the Units shown on the Condominium Plan (except the interior surfaces thereof), roofs, foundations, patio walls, fences, exterior stairways and landings, elevators and related facilities, if any, trash enclosures, storage areas (unless otherwise specified in the Condominium Plan), any open parking spaces, walkways, lawns, pavements, trees and all other

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landscaping, reservoirs, tanks, pumps, and other central services, pipes, ducts, flues, chutes, conduits, wires, heating coils and other utility installations wherever located (except the outlets thereof when located within the Units). It is understood that flues, whether or not shown on the Condominium Plan, are part of the Common Area even if located within the boundaries of a Unit.

(e) All air space boundary lines intersect at right angles, unless otherwise indicated on the Condominium Plan.

(f) All ties to project boundaries from building corners are measured along the prolongation of the building line.

(g) 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 referred to herein. In interpreting deeds and plans, the existing physical boundaries of the Unit constructed or reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries, rather than the metes and bounds, or other descriptions or elevations, expressed in the deed or Condominium Plan regardless of settling or lateral movement of buildings and regardless of minor variances between the boundaries shown on the Condominium Plan or in the deed and those of a building or structure. However, if at any time when any Condominium in the Project is conveyed, one or more buildings or structures in which Units or elements thereof shown on the Condominium Plan are to be located have not yet been built, each such Unit shall be deemed to have the boundaries shown on the Condominium Plan.

2.02 Common Areas. The remaining portion of the Property, after excepting the Units, is the Common Area. Each Owner shall receive an undivided one/twelfth (1/12) interest in the Common Area.

2.03 Exclusive Use Common Areas. Any portions of the Common Area shown and designated on the Condominium Plan as "Exclusive Use Common Areas" are hereby set aside and allocated for the exclusive use of the owners of each Unit or Units to which such Exclusive Use Common Areas are appurtenant, as shown on the Condominium Plan. Each Unit shall have appurtenant thereto any Exclusive Use Common Areas shown on the Condominium Plan as designated to service such Unit. Declarant hereby expressly reserves for the benefit of each Condominium Owner an exclusive easement for use of any Exclusive Use Common Areas shown on the Condominium Plan as being appurtenant to the Unit owned by him.

The exterior surfaces of perimeter walls, floors, windows and doors of buildings adjoining any Exclusive Use Common Areas constitute a portion of the boundaries of such Exclusive

Use Common Areas (but do not constitute a part of the Exclusive Use Common Areas themselves).

Internal and external telephone wiring designed to serve a Unit, but located outside the boundaries of the Unit, are Exclusive Use Common Areas allocated exclusively to that Unit.

Any Exclusive Use Common Areas shall be subject to such reasonable rules as may be from time to time promulgated by the Board. Subject to such reasonable rules, any Exclusive Use Common Areas within the Property are reserved for the exclusive use of the Owners of the particular Unit to which such areas are appurtenant and their successors, assigns, tenant, agents and guests.

ARTICLE III

OWNERS GENERAL USE RESTRICTIONS

3.01 Unit Use. Each Unit within the Property shall be used solely as a private single family dwelling unit and for purposes customarily associated therewith and for no other purposes, except such temporary uses by Declarant as shall be permitted hereunder while the Project is being developed and the Condominiums therein are being sold by Declarant. The number of persons residing in any Unit shall not exceed three (3) per bedroom in such Unit. An Owner may rent his Unit to a single family provided that the Unit is rented pursuant to a written agreement and for a term greater than thirty (30) days and subject to all the provisions of this Declaration.

3.02 Common Area Use. The use of the Common Areas within the Property shall be in accordance with and subject to such additional limitations as may be determined from time to time by the Association; provided, however, that any such limitation shall not be unreasonable and shall not be generally inconsistent with the provisions of this Declaration. Use of any Exclusive Use Common Areas shall be subject to the limitations set forth in this Declaration and in the Rules.

3.03 Repair and Maintenance by Owner. Each Owner shall do the following in accordance with rules and/or standards established by the Architectural Committee.

(a) Maintain, repair, replace and restore all portions of the Owner's Unit including, without limitation, the interior walls, ceilings, floors, catch basin and drainage devices, doors, and all utility installations and outlets, including all appliances, in a clean, sanitary and attractive condition;

(b) Maintain in a clean, sanitary and attractive condition any Exclusive Use Common Areas;

(c) Maintain, repair, and replace all window glass for the Owner's Unit. Each Owner shall also be responsible for the interior and exterior cleaning of such window glass;

(d) Repair, maintain or replace the hot water heater and forced air unit that services the Owner's Unit;

(e) Maintain, repair, replace and restore any lighting fixtures (including light bulbs) on the exterior of that portion of the Condominium Building which contains and encloses the Owner's Unit, and are separately metered to the Owner;

(f) Maintain, repair, replace and restore the garage door opening system, if any, of a garage element appurtenant to an Owner's Unit, including without limitation, handles, hinges, springs, electric motor and opener, and other parts of the garage door opening mechanism;

(g) Repair, maintain or replace any portion of any air conditioning equipment which services such Owner's Unit. Notwithstanding this duty, the Owner shall not be obligated to perform such repair, maintenance or replacement unless such action is necessary to avoid any interference with the use and enjoyment by other Owners of their Units. In the event that the Board shall determine that the Common Area or any Unit has been damaged by reason of a defect in or accident to a piece of air conditioning equipment, the Owner of the Unit which is served by such air conditioning equipment shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or the Architectural Committee shall from time to time adopt;

(h) In the event the Board shall determine that the walls, ceiling, floors, doors or any other portion of the Common Area forming the boundaries of a Unit have been damaged from within the Unit, notwithstanding that such damage may be to the Common Area, the Owner of the Unit shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or Architectural Committee shall from time to time adopt; and

(i) In the event the Board shall determine that the Owner or Owner's guest has damaged the Common Area, or a Condominium Building, notwithstanding that such damage may be to a Common Area to be maintained by the Association pursuant to the terms of this Declaration, the Owner shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or Architectural Committee shall from time to time adopt. In the event such repair is not so accomplished by the Owner, the Association or its delegates, in the event of damage to a Condominium Building, shall have the right at reasonable times to enter the Unit as provided for in Article V, Section 5.04, to effect such repair. Any and all cost associated with such repair work shall be charged to and be the responsibility of the Owner of the Condominium.

3.04 No Material Changes Permitted. Nothing shall be done in any Unit or in, on or to any building in any Common Area which would change or modify any such building or Unit to any material extent, except as otherwise provided herein, or except with the prior written approval of the Architectural Committee. The Architectural Committee shall determine, in its sole discretion, whether any proposed change or modification constitutes a material change. The owner of a unit may not make

any improvement which impairs the structural integrity or mechanical systems or lessens the support of any portion of the common interest development.

Notwithstanding the foregoing, an owner may, pursuant to Civil Code Section 1360 or any successor statutes, do the following :

(a) Make any improvements or alterations within the boundaries of his or her Unit or its Exclusive Use Common Area that do not impair the structural integrity or mechanical systems or lessen the support of any portions of the property. .

(b) Modify a Unit or its Exclusive Use Common Area, at the Owner's expense, to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons. These modifications may also include modifications of the route from the public way to the door of the unit for the purposes of this paragraph if the Unit is on the ground floor or already accessible by an existing ramp or elevator. The right granted by this paragraph is subject to the following conditions :

(i) The modifications shall be consistent with applicable building code requirements.

(ii) The modifications shall be consistent with the intent of otherwise applicable provisions of the governing documents pertaining to safety or aesthetics.

(iii) Modifications external to the Unit or its Exclusive Use Common Area shall not prevent reasonable passage by other residents, and shall be removed by the owner when the unit is no longer occupied by persons requiring those modifications who are blind, visually handicapped, deaf, or physically disabled.

(iv) Any owner who intends to modify a Unit or its Exclusive Use Common Area pursuant to this paragraph shall submit his or her plans and specifications to the Architectural Committee of the condominium project for review to determine whether the modifications will comply with the provisions of this paragraph. The Architectural Committee shall not deny approval of the proposed modifications under this paragraph without good cause.

Any change in the exterior appearance of a separate interest shall be in accordance with the governing documents and applicable provisions of law.

**3.05 No Construction.** No building, fence, wall, obstruction, screen, patio, patio cover, tent, awning, carport,



carport cover, spa, hot tub, jacuzzi, improvement or structure of any kind shall be commenced, erected, painted or maintained within the Property, nor shall any alteration or improvement of any kind be made thereto, until the same has been approved by the Architectural Committee provided for in Article VII hereof. No landscaping of Common Areas or of patios or yards visible from the street or from the Common Area shall be undertaken by any Owner without the approval of the Architectural Committee, except no approval shall be required for landscaping any patio with natural plants, grass, trees and/or shrubs that grow low to the ground.

3.06 Parking and Vehicle Restrictions. No vehicles other than golf carts, passenger automobiles, stationwagons and other vehicles, including recreational vehicles, customarily used for means of general transportation shall be parked or stored in any Common Area, including interior vehicle circulation aisles and any Exclusive Use Common Area, within the Property; provided, however, that temporary parking of boats, trailers, campers or other vehicles, including recreational vehicles, not customarily used for means of general transportation may be parked in an area designed for parking of such vehicles for a reasonably short duration, and in accordance with Rules, if any, promulgated by the Board. No boat or vehicle shall be repaired or rebuilt in any Common Area, including any Exclusive Use Common Area, within the Property. The term "vehicles, including recreational vehicles, customarily used for means of general transportation" as used herein may be defined and interpreted from time to time by the Board in any Rules it may promulgate. Without limiting the effect of the foregoing restrictions, no vehicles or boats of any kind shall be parked within the Property, except in garages and in areas from time to time improved for parking purposes, and specifically designated pursuant to the provisions of this Declaration and/or by Declarant and/or by the Board for such purpose. Parking areas within the Common Area of the Property at any time designated by Declarant and/or the Board as being exclusively for guest parking shall be used, so long as they are so designated, for parking of vehicles of guests only and shall not be used for the parking of vehicles of occupants of any of the Condominiums located within the Property during such period.

3.07 Garages. Except as permitted by the Board, any garage elements of Units shall be used only for reasonable and customary storage purposes and for the parking of vehicles customarily used for means of general transportation as such term is defined in Section 3.06 above. Garage doors shall be kept closed except when in actual use.

3.08 Nuisances. No obnoxious, illegal, or offensive activities shall be carried on upon any Condominium, 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 by each of the Owners of his respective Unit, or which will impair the structural integrity of any building.

3.09 Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on the Property, except that Declarant may maintain sales and leasing offices as provided herein. Notwithstanding the foregoing, professional and administrative occupations may be carried on within the Units, so long as there exists no external evidence of them, and provided further that all of the applicable requirements of the City and County in which the Property is located are satisfied. No Owner shall use his Condominium in such a manner as to interfere unreasonably with the business of Declarant in selling Condominiums in the Project.

3.10 Clothes Lines and Electrical Wires. No exterior clothes line shall be erected or maintained and there shall be no drying or laundering of clothes on patios or other areas which are exposed to view from outside of an Owner's Unit or Exclusive Use Common Area. No Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, radio antennae, machines or air conditioning units, etc., on the exterior of the buildings of the Property or that protrude through the walls or the roof of the buildings, except as authorized by the Architectural Committee and approved by any governmental agency having jurisdiction. This section shall not apply to, nor restrict, master antennae and head end system for a cable television system installed by Declarant or by a franchise cable television operator.

3.11 Window Covers. Curtains, drapes, shutters, or blinds may be installed as window coverings; however, any such covering visible from the street or Common Area shall be in color and patterns which are approved by the Board or its authorized Committee. No newspaper or aluminum foil shall be used as window coverings.

3.12 Animals. No animals or birds of any kind shall be raised, bred or kept in any Condominium, or in any portion of the Property, except that no more than two (2) usual and ordinary household pets such as dogs, cats, birds, etc., may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and they are kept under reasonable control at all times. Notwithstanding the foregoing, equine animals may be kept where zoning requirements for the keeping of said animals have been met. Notwithstanding the foregoing, no pets may be kept on the Property which result in an annoyance or are obnoxious to other Condominium Owners. No pets shall be allowed in the Common Area except as may be permitted by Rules of the Board. No dog shall enter the Common Area except while on a leash which is held by a person capable of controlling it. No

dogs whose barking disturbs other Owners shall be permitted to remain on the Property. Owners shall prevent their pets from soiling any portion of the Common Area.

3.13 Trash. No unconcealed garbage or rubbish containers or similar items visible from any Common Area and/or other Units shall be kept or maintained within the Property. Garbage or rubbish containers may be temporarily placed for pick-up subject to the Rules from time to time promulgated and in effect.

3.14 Signs. Except for one sign per Condominium advertising such Condominium for sale or lease, having a standard format previously approved by the Board with a maximum face area of not to exceed six (6) square feet, which single sign per condominium shall be placed in a location approved by the Board on a reasonable basis, no sign or other advertising device of any character shall be erected, maintained or displayed upon any portion of the Property, without the prior written consent of the Board; provided, however, that Declarant and its successors and assigns as they are defined in Section 1.14 above, may for a period not to exceed three (3) years from the date of recordation of this Declaration erect and maintain any signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, sale and/or leasing of the Property or any portion thereof.

3.15 Drainage. There shall be no interference with the established drainage pattern over any property within the Property unless adequate provision is made for proper drainage and approval of the Architectural Committee is obtained. For purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the real property for each phase of development (if there is more than one phase) is completed or the drainage which is shown on any plans approved by the Architectural Committee.

3.16 Compliance with Laws; Insurance Rates. Nothing shall be done or kept in any Unit or in any Common Area which will increase the rate of insurance on any Unit or on any Common Area within the Property, without the approval of the Association. No Owner shall permit anything to be done or kept in his Unit or in any Common Area which will result in the cancellation of insurance on any Unit, or on any Common Area, or which would be in violation of any law. If by reason of the occupancy or use of said premises by any Owner, the rate of insurance on any building shall be increased, such Owner shall become personally liable for the additional insurance premiums.

3.17 Compliance. Each Owner, tenant or occupant of a Condominium shall comply with the provisions of the Condominium Documents and Restrictions as lawfully amended from time to time,

and failure to comply with any such provisions shall be grounds for disciplinary action by the Association in addition to an action to recover sums due, for damages, or for injunctive relief. These remedies are intended to be cumulative, and shall not prevent the exercise of any other right or remedy available at law or in equity.

3.18 Rights Reserved by Declarant. Nothing in this Declaration or in the Condominium Documents shall limit the right of Declarant to complete excavation, grading and construction of the improvements within the Property owned in whole or in part by Declarant, or to alter the foregoing or to construct such additional improvements as Declarant from time to time deems advisable in the course of development from the Property or any portion thereof for so long as any Condominium within the Property remains unleased or unsold (but not to exceed three (3) years from the date of recordation of this Declaration), or to use any Unit within the Property as a model home, or a construction, real estate sales, leasing or decorator office. For the shorter period of three (3) years from the date of recordation hereof or until Declarant no longer has an ownership interest in the Property, Declarant and its agents and invitees shall have the right to make reasonable use of any and all of the Common Areas within the Property for ingress, egress, development, sales and construction purposes.

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ARTICLE IV

ASSOCIATION, ADMINISTRATION, MEMBERSHIP

AND VOTING RIGHTS

4.01 Association to Manage and Operate Common Areas; Commencement of Duties. The management, operation, maintenance and administration of the Common Areas of the Property shall be vested in the Association in accordance with the provisions of this Declaration, the Articles, the Bylaws, and any supplemental declarations hereafter recorded pursuant to the provisions of this Declaration, as all such instruments may be from time to time amended. The Association's obligations shall commence as follows:

(a) The Association's obligation to maintain, operate, manage and/or administer areas within the Property to be maintained, operated, managed and/or administered by the Association as called for in this Declaration, shall commence as to all such areas on the date of the consummation of the first conveyance to a buyer of a Condominium within the Property.

4.02 Membership. Upon becoming the Owner of a Unit, an Owner shall automatically 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 Bylaws of the Association.

4.03 Joint Owner Disputes. The vote of each Condominium shall be cast as a unit, if cast at all; and fractional votes shall not be allowed. In the event the joint Owners of a Condominium are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any joint Owner casts a vote representing a certain Condominium, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other joint Owners of the same Condominium.

4.04 Transfer of Membership. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of the Condominium to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee in the case of an encumbrance of such Condominium. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.

The Association shall not impose or collect any assessment, penalty, or fee in connection with a transfer of

title or any other interest except the Association's actual costs to change its records and that authorized by Section 5.04.

4.05 Membership Classes. The Association shall have two (2) classes of voting membership as follows :

(a) Class A: Class A Members shall be all Owners with the exception of Declarant, for so long as there exists a Class B membership. Declarant shall become a Class A Member with regard to Units owned by Declarant upon conversion of Declarant's Class B membership as provided below. Each Unit shall be entitled to one (1) vote. When more than one person holds an ownership interest in any Unit, all such persons shall be Members of the Association, but in no event shall more than one (1) vote be cast with respect to any one Unit.

(b) Class B: The Class B Member shall be Declarant and shall be entitled to vote as follows : Voting shall be the same as for Class A memberships, except that the Class B Member may triple its votes for each Unit owned. The Class B membership shall cease and be converted to Class A memberships on the happening of any of the following event, whichever occurs earlier :

(i) When the total votes outstanding in the Class A membership equal the total votes (tripled as stated above) outstanding in the Class B membership; or

(ii) The second (2nd) anniversary of the original issuance of the subdivision public report for the Property.

4.06 Voting Rights and Voting Requirements.

(a) Voting rights shall vest with respect to each Unit located within the Property upon consummation of the first sale of a Unit located within the Property.

(b) With the exception of Article XVI, regarding Declarant's special obligation, in any provision in this Declaration or in any of the other Condominium Documents calling for approval of actions to be taken by the Association by a prescribed majority of the votes of Members, (i.e., other than actions requiring merely the vote or written consent of a majority of a quorum), the required vote shall be as follows :

(i) At any time when there are both Class A and Class B Members, the required vote shall be the vote or written assent of a bare majority of the Class B voting power and the vote or written assent of the prescribed majority of the Class A voting power.

(ii) After the conversion of Class B to Class A memberships, the required vote shall be the vote or written assent of a bare majority of the total voting power of the Association, as well as the vote or written assent of the prescribed majority of the total voting power of Members other than Declarant.