

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
GREEN COURT EAST HOMEOWNERS ASSOCIATION,  
Los Angeles, California**

**Table of Contents**

	<b>Page No.</b>
<b>Recitals</b> .....	<b>1</b>
<b>Article I - Application and Construction</b> .....	<b>2</b>
1.1 Application .....	2
1.2 Term .....	2
1.3 Conflicts .....	3
1.4 General Plan .....	3
1.5 Construction of Declaration .....	3
<b>Article II - Definitions</b> .....	<b>3</b>
<b>Article III - Property Rights and Obligations of Owners</b> .....	<b>9</b>
3.1 Condominium Ownership .....	9
3.2 Ownership of Common Areas. ....	10
3.3 Prohibition of Partition or Severance by Owner .....	10
3.4 Power of Attorney for Partition after Destruction or Condemnation ....	10
3.5 Prohibition on Avoidance of Obligations .....	10
3.6 Termination of Obligations .....	10
3.7 Duty to Notify Association of Sales and Delegations .....	10
<b>Article IV - Leasing of Condominiums</b> .....	<b>11</b>
4.1 Delegation of Use and Leasing of Units .....	11
4.2 Eviction by Association .....	12
4.3 Security Deposit .....	12
4.4 Recoverable Costs and Expenses .....	13
4.5 Assignment of Rents .....	13
4.6 Discipline of Tenants .....	14
4.7 Due Process Requirements for Disciplinary Action .....	14
4.8 Limitations .....	15
4.9 Occupancy Prior to Rental .....	15
4.10 Exemptions and Exceptions. ....	15

<b>Article V - Green Court East Homeowners Association</b>	<b>16</b>
5.1 Association Membership	16
5.2 Transfer of Memberships.	16
5.3 Voting Rights of Members	16
5.4 Powers and Authority of the Association	17
5.5 Association Rules	18
5.6 Breach of Rules or Restrictions	19
5.7 Limitation on Liability of Association's Directors and Officers	19
<b>Article VI - Assessments</b>	<b>20</b>
6.1 Payment of Assessments and Discharge of Assessment Liens	20
6.2 Purpose of Assessments	21
6.3 Regular Assessments	21
6.4 Mailing Notice of Assessment	22
6.5 Failure to Make Estimate	22
6.6 Reserve Funds	23
6.7 Installment Payment of Assessments	24
6.8 Allocation of Assessments	24
6.9 Special Assessments	24
6.10 Special Individual Assessments	25
6.11 Maintenance of Assessment Funds	26
6.12 Collection of Assessments: Enforcement of Liens	26
6.13 Limitation on Right to Lien Units for Special Individual Assessments	27
6.14 Waiver of Exemptions	27
6.15 Prohibition on Avoidance of Obligation	27
6.16 No Offsets	27
6.17 Maintenance by City	28
<b>Article VII - Architectural Control</b>	<b>28</b>
7.1 Generally	28
7.2 Interior Improvements	28
7.3 Architectural Guidelines.	28
7.4 Review by Board or Committee	28
7.5 Submission of Plans; Action by Board	29
7.6 Approval or Disapproval.	29
7.7 Enforcement.	30
7.8 Variances.	30
7.9 Limitation on Liability	30
7.10 Compliance With Governmental Regulations	30
7.11 No Waiver of Future Approvals.	30

<b>Article VIII - Restrictions on Use of Condominiums and Common Area</b>	<b>31</b>
8.1 Residential Use	31
8.2 Business Activities	31
8.3 Damage to Common Area.	31
8.4 Prohibition of Noxious Activities	31
8.5 Behavior of Persons on the Property	32
8.6 Activities Affecting Insurance	32
8.7 Pets.	32
8.8 Garbage and Unsightly Items	33
8.9 Storage	34
8.10 Signs	34
8.11 Clotheslines.	35
8.12 Window Covers	35
8.13 Antennas and Similar Devices.	35
8.14 Machinery and Equipment	35
8.15 Parking and Vehicle Restrictions	35
8.16 Prohibition on Smoking	36
8.17 Variances	36
<b>Article IX - Maintenance Responsibilities</b>	<b>36</b>
9.1 Association's Responsibilities	36
9.2 Owner Maintenance, Repair and Replacement Responsibilities	37
9.3 Obligation to Permit Entry by Association and Adjacent Owners	38
9.4 Cooperative Maintenance Obligations	38
9.5 Water Leaks and Building Failures	39
<b>Article X - Easements</b>	<b>39</b>
10.1 Owners' Nonexclusive Easements of Enjoyment	39
10.2 Encroachment Easements	40
10.3 Blanket Utility Easement	40
10.4 Other Easements	41
10.5 Maintenance Easements.	41
<b>Article XI - Insurance</b>	<b>41</b>
11.1 Fire and Casualty Insurance	41
11.2 General Liability and Property Damage Insurance	42
11.3 Directors and Officers Liability Insurance	42
11.4 Fidelity Bond and Other Insurance.	42
11.5 Coverage Not Available	43
11.6 Copies of Policies	43
11.7 Individual Fire, Casualty and Other Insurance Limited	43
11.8 Individual Assessment Loss Coverage and Other Individual Coverage	43
11.9 Renters Insurance	44

11.10 Trustee .....	44
11.11 Adjustment of Losses. ....	44
11.12 Board's Discretion to Submit Insured Losses. ....	44
11.13 Losses Solely Attributable to a Unit; Deductibles. ....	44
<b>Article XII - Damage or Destruction .....</b>	<b>45</b>
12.1 Destruction Generally .....	45
12.2 Determination Whether to Reconstruct. ....	45
12.3 Procedure if Rebuilding Approved .....	45
12.4 Procedure If Rebuilding is Not Approved .....	46
<b>Article XIII - Condemnation .....</b>	<b>47</b>
13.1 Sale by Unanimous Consent or Taking .....	47
13.2 Distribution and Sale Proceeds of Condemnation Award .....	47
13.3 Appraiser .....	48
<b>Article XIV - Rights of Lenders .....</b>	<b>49</b>
<b>Article XV - Enforcement .....</b>	<b>50</b>
15.1 Remedy at Law Inadequate .....	50
15.2 Nuisance .....	50
15.3 Costs and Attorneys' Fees .....	50
15.4 Cumulative Remedies .....	51
15.5 Failure Not a Waiver .....	51
15.6 Rights and Remedies of the Association .....	51
<b>Article XVI - Amendment of Declaration .....</b>	<b>52</b>
16.1 Amendments in General .....	52
16.2 Effective Date of Amendment .....	53
16.3 Amendment by Board .....	53
<b>Article XVII - General Provisions .....</b>	<b>53</b>
17.1 No Public Rights .....	53
17.2 Survival of Association. ....	53
17.3 Notices .....	53
17.4 Failure of Mortgagee to Respond .....	53
<b>EXHIBIT "A" - Maintenance Responsibility Matrix</b>	

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN COURT EAST HOMEOWNERS ASSOCIATION INC.  
*Los Angeles, California***

**RECITALS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Green Court East Homeowners Association Inc., a condominium development, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the undersigned with reference to the following facts:

A. *A Declaration of Covenants, Conditions, and Restrictions Establishing a Plan for Condominium Ownership* ("Original Declaration") was executed by Missouri-Greenfield Limited, a California limited partnership, and recorded on July 8, 1974, as Instrument No. 5011 in the Official Records of Los Angeles County, for the real property legally described as:

*Lot 1 of Tract No. 31701, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 845, Pages 4 & 5, inclusive of Maps, in the office of the County Recorder of Los Angeles County.*

B. *An Amendment to Declaration of Covenants, Conditions and Restrictions* ("First Amendment Declaration") was recorded on July 22, 1974, as Instrument No. 4644 in the Official Records of Los Angeles County, for said real property.

C. *An Amendment to Declaration of Covenants, Conditions and Restrictions* ("Second Amendment Declaration") was recorded on July 28, 1975, as Instrument No. 4344 in the Official Records of Los Angeles County, for said real property.

D. *An Amendment to Declaration of Covenants, Conditions and Restrictions* ("Third Amendment Declaration") was recorded on February 28, 1977, as Instrument No. 77-195901 in the Official Records of Los Angeles County, for said real property.

E. *A Certificate of First Amendment to Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership of Green Court East* ("Certificate of First Amendment") was executed by Green Court East Homeowners Association Inc., a California nonprofit, mutual benefit corporation and recorded on May

8, 1995, as Instrument No. 95-743965 in the Official Records of Los Angeles County, for said real property.

F. The undersigned certify and confirm that the necessary percentage of the Owners of the Condominiums required by the Original Declaration, as amended or restated, have approved this Amended and Restated Declaration of Covenants, Conditions and Restrictions, which follows.

G. All provisions of the Original Declaration and any amendments, including but not limited to those amendments described above (except for Article XVI thereof, regarding Mortgage Protection, which is retained and incorporated in its entirety herein as Article XIV)], are hereby deleted, canceled, and revoked in their entirety, and the following new provisions inserted in their place to supersede the same.

H. All real property in the Project shall be held, conveyed, leased, rented, used, occupied, hypothecated, encumbered, and improved, subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project, all of which shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **APPLICATION AND CONSTRUCTION**

1.1 Application. This Declaration applies to all Common Areas and Condominiums within the Project, as well as their respective Owners, Tenants, Occupants, and Invitees. Any Lease shall provide that all Tenants, Occupants, and Invitees are bound by the Governing Documents. All present and future Owners, Tenants, Occupants, and Invitees shall be subject to, and shall observe, comply with and abide by, each and every provision of the Governing Documents, as defined herein, for the purpose of protecting the interests of all Owners and the Common Areas. The acceptance of a deed, Lease, or contract of sale with respect to any Unit, or occupancy of any Unit, shall constitute consent and agreement that each and all of the provisions of the Governing Documents, as defined herein, shall be binding and that said person(s) will observe and comply with them.

1.2 Term. This Declaration and its provisions shall continue to run with, benefit, and burden the Condominiums and the Common Area as herein provided, and shall inure to the benefit of and be binding upon the Owners, the Association, and their respective successors in interest, for a term of sixty (60) years from the date of the Recording of this Declaration, after which time the same shall be automatically

extended for successive periods of ten (10) years each unless, within six (6) months prior to the expiration of the initial 60-year term or any such 10-year extension period, a written instrument, approved by seventy-five percent (75%) of all Members terminating the effectiveness of this Declaration shall be Recorded.

1.3 Conflicts. In the case of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In the event of any conflict between the Articles and the Bylaws, the Articles shall control. The Rules, Architectural Guidelines, Board Resolutions, and all other policies are subordinate to, and shall not be inconsistent with nor materially alter, any provision of the other Governing Documents.

1.4 General Plan. The Governing Documents create and perpetuate a general plan of development for the Project, and may be supplemented by additional covenants, restrictions, and easements applicable to particular areas within the Project, which may be more restrictive than the provisions of this Declaration, in which case the more restrictive provisions shall control as to the encumbered area. The Association may enforce any such additional covenants, restrictions, or other instruments, but unless required by this Declaration, shall be under no obligation to do so.

1.5 Construction of Declaration.

A. Restrictions Construed Together. All of the covenants, conditions, and restrictions of this Declaration shall be liberally construed together to promote and effectuate the general plan of development for the Project, as set forth in this Declaration.

B. Restrictions Severable. Notwithstanding paragraph A above, the covenants, conditions, and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

## **ARTICLE II DEFINITIONS**

2.1 "Architectural Guidelines" means those Rules adopted pursuant to Article VII hereof, to govern alterations and improvements to Units, Common Areas and Exclusive Use Common Areas, as the same may be amended, modified, or supplemented from time to time.

2.2 “Architectural Review Committee” or “ARC” refers to any committee established to govern alterations and improvements to the Project pursuant to Article VII hereof, or to the Board, if serving in that capacity.

2.3 “Articles” refers to the Articles of Incorporation of The Association, as filed with the Secretary of State.

2.4 “Assessment” means any Regular, Special, or Special Individual Assessment levied or imposed by the Association against a Condominium and its Owner in accordance with this Declaration.

2.5 “Association” means the Green Court East Homeowners Association Inc., a California non-profit mutual benefit corporation, its successors and assigns. The Association is an “association” as defined by applicable law.

2.6 “Board” means the Board of Directors of the Association.

2.7 “Bylaws” means the Bylaws of the Association, as the same may be amended from time to time.

2.8 “Common Area” means the entire Project except all Units, as defined and shown on the Condominium Plan. Notwithstanding anything to the contrary in the Condominium Plan, the Common Area includes, with respect to any building shown on the Condominium Plan, the following, to the extent that they exist in any such building: elevator equipment and shafts, bearing walls, columns, vertical supports, floors, roofs, foundations, beams, patio walls, fences, pipes, ducts, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. Common Area shall also include lawns, trees, hedges, plants, shrubs and landscaping, ponds and streams, fences, lines, lighting fixtures, elevators, interior and exterior walkways, driveways, and garages. Unless the context clearly indicates a contrary intent, any reference herein to the “Common Areas” shall also include any Common Facilities located thereon, and any common utility lines and fixtures, except communications lines.

2.9 “Common Expense” means any use of Common Funds authorized by this Declaration, by law, or by the Bylaws, including without limitation, expenditures for the administration, management, operation, insurance, maintenance, improvement, replacement, repair, addition, alteration or reconstruction of all or any portion of the Common Area, and any amounts estimated to be reasonably necessary for reserves for anticipated long-term maintenance, repair and replacement of capital improvements upon the Common Area (the cost of which would not ordinarily be incurred on an annual basis), contingencies and the service obligations of the Association, including costs for



water, sewer, garbage, electrical, communications, gas, and other utilities services for the Common Area and (if not separately metered or charged) for the individual Units. Common Expenses, however, shall not include the cost of any new construction, or unanticipated repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

2.10 “Common Facilities” means that portion of the Common Areas, the use of which may be suspended by the Board for violations of the Governing Documents, and includes swimming pool, pool furniture and equipment, hot tub and associated equipment, saunas and associated furniture and equipment, storage spaces, fitness center and equipment, and other facilities constructed or installed, or to be constructed or installed, or currently located within the Common Area, to the extent the same are not necessary for access to or use of a Unit.

2.11 “Common Funds” means all funds collected or received by or on behalf of the Association and/or due and payable to the Association, including but not limited to the proceeds from insurance carried or obtained by the Association which are payable to or received by the Association for the benefit of the Owners or otherwise.

2.12 “Condominium” means an estate in real property as defined by applicable law and consisting of: a separate fee interest in a Unit; the rights to use any Exclusive Use Common Area; any other separate interests in the Project as described in this Declaration, the Condominium Plan, or the deed conveying the Condominium; and an undivided interest in the Common Area as a tenant in common. Where the context indicates, “Condominium” shall include any Exclusive Use Common Areas appurtenant to the Condominium.

2.13 “Condominium Plan” means the Condominium Plan Recorded on July 8, 1974 as Instrument No. 5010 respecting the Property, and any lawful amendments to said plan. A copy of the Condominium Plan may be obtained from the County Recorder.

2.14 “Declaration” means this instrument, as it may be amended or restated from time to time.

2.15 “Developer” refers to the original developer of the Project, i.e., Missouri-Greenfield Limited, a California limited partnership.

2.16 “Exclusive Use Common Area” means a portion of the Common Area designated for the exclusive use of one or more, but fewer than all, of the Owners of the Units, including, but not limited to, storage spaces, window boxes, doorsteps, stoops, porches, chimneys and vents, fireboxes in fireplaces, exterior doors (including locks, weatherstripping, and hardware incident thereto, but excluding door frames), windows

(including frames, screens, locks, weatherstripping, and hardware incident thereto), or other similar fixtures, if any, as well as pipes, utility installations and electrical outlets, when located within a Unit or exclusively servicing one Unit (wherever located), and any parking space(s) exclusively assigned to an Owner as being appurtenant to and exclusively serving that Unit, with or without an easement expressed in any deed.

2.17 “Good Standing” shall describe those Members who are current in the payment of Assessments, fees, and fines, and who are not in violation of the Governing Documents. Members who are more than thirty (30) days delinquent in the payment of their Assessments, fees or fines, or have been found in violation of the Governing Documents, following notice and hearing as described in the Bylaws, shall be in Good Standing only at such time as all Assessments, fees and fines are paid, any violations of the Governing Documents are cured.

2.18 “Governing Documents” means and refers to all of the following, collectively: the Declaration and Recorded amendments and supplemental declarations, if any; the Condominium Plan; the Articles; the Bylaws; the Rules and Architectural Guidelines; and any Resolutions of the Board; all as the same may be lawfully amended or modified from time to time.

2.19 “Improvement” includes, without limitation, any buildings, walls, fences, swimming pools, landscaping, landscape structures, solar heating equipment, spas, saunas, utility lines, or any physical structure of any kind, or to the construction, installation, alteration, or remodeling of any such structure. In no event shall the term “Improvement” be interpreted to include improvement projects that are restricted entirely to the interior of any Units and which involve no modification of or entry into the roof, floor/slab, or wall or ceiling cavities nor any alteration, modification, or additional stress upon any physical portion or mechanical system (including plumbing or electrical systems) of the Common Area or of any other Unit, and which are not visible to the exterior of any Unit.

2.20 “Invitee” means any person or entity entering any part of the Project for purposes relating to a Condominium, or to any Owner, Tenant, or Resident thereof, including without limitation guests, vendors, contractors, maids, child care providers, health care providers, and any other visitor to a Condominium.

2.21 “Lease” refers to an agreement between an Owner and a Tenant, as defined herein, for occupancy of a Unit or any part thereof. “Lease” includes any lease, rental agreement, occupancy agreement, contract of sale, or any other form of agreement providing for occupancy of a Unit by any person other than the Owner and his or her co-resident family members.

2.22 “Manager” shall mean any person and/or company employed or retained by the Board to administer the operation, maintenance, and management of the Association and the Project.

2.23 “Member” means every person or entity who owns a Condominium in the Association. The Members are the Owners of each of the twenty-one (21) Condominiums within the Project, as further described herein and in the Bylaws. Owners of less than ten percent (10%) interests in any Condominium shall not be entitled to exercise certain rights and privileges of Membership, as further provided in the Bylaws. If an entity is the Owner of a Condominium, unless it designates a natural person to exercise the rights and privileges of Membership, the rights and privileges of Membership may be exercised only by the trustee(s), president, proprietor, managing partner, or similarly empowered executor of such entity’s interests.

2.24 “Membership” refers to the legal relationship and status of being a Member of the Association, and an entitlement to the rights and privileges appurtenant thereto as defined herein and in the Bylaws. Membership rights and privileges may be limited or suspended as provided in the Governing Documents and by applicable law. “Membership” may also refer to the Members collectively.

2.25 “Occupant” means any natural person residing in a Condominium or any part thereof, for any duration, including any Owner, Tenant, family member, guest, or otherwise.

2.26 “Owner” means any person or entity in which title to a Condominium is vested, according to the Official Records of Los Angeles County. Family members, entity officials, and others in whom title is not so vested to a Condominium are not “Owners” for purposes of this Declaration, notwithstanding their occupancy of the Condominium.

2.27 “Project” means the Property and all buildings, structures, utilities, Common Areas, Units, and other Improvements located thereon, and all appurtenances thereto, which are intended to create a condominium project as described by applicable law.

2.28 “Property” means all land described in Recital “A.”

2.29 “Record,” and/or its variants, refer to a complete, valid, lawful, and verifiable document evidencing rights or title to the any part of the Property, including without limitation a Condominium, recorded in the Official Records of Los Angeles County, or to the process of recording a document in said Official Records.

2.30 “Residential Use” means occupancy and use of a Condominium for dwelling purposes, and recreational and other purposes incidental to dwelling purposes, in conformity with this Declaration and the requirements imposed by applicable zoning or other laws or regulations, including any such laws or regulations limiting the number of persons who may occupy residential dwellings.

2.31 “Rules” or “Rules and Regulations” means any and all written operating rules, regulations, Architectural Guidelines, and other policies lawfully adopted by the Board, all as the same may be amended, modified, or supplemented from time to time.

2.32 “Tenant” means any natural person or entity occupying a Unit, except the Owner and his or her immediate nuclear family members (spouse, partner, parents, children, and siblings) residing with the Owner, with or without the payment of rent.

2.33 “Unit” means the elements of a Condominium that are not owned in common with the Owners of other Condominiums, as such Unit and its boundaries are shown and described in the Condominium Plan, deed, and this Declaration. In interpreting deeds and plans, the existing physical boundaries of a Unit, or of a Unit reconstructed in substantial accordance with the Condominium Plan, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed or Condominium Plan, regardless of settling or movement of a building or minor variance between existing and depicted boundaries. Each Unit consists of the following elements:

A. Dwelling Area. Each level is a separate Dwelling Area as shown and described on the Condominium Plan. The lateral boundaries of this element are the interior finished surfaces of the perimeter walls, windows and doors thereof. The lower vertical boundaries are the interior surfaces of the finished floor thereof. The upper vertical boundaries are the finished ceiling thereof. Each such element shall include the surfaces so described (e.g., paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof), all portions of the buildings and Improvements lying within its boundaries (subject to Section 2.8 hereof), and the airspace so encompassed.

B. Balcony. The boundaries of these elements are the exterior finished surfaces of the perimeter walls, windows and doors of the adjacent Unit element, where such surface adjoins each such balcony, and the interior finished surfaces of the perimeter walls, floors, and ceilings of the balconies, where such surfaces exist, or such other boundaries as described in the Condominium Plan. Each such element includes only the airspace so encompassed.

C. Patio. The boundaries of these elements are the exterior finished surfaces of the perimeter walls, windows, and doors of the first level of the adjacent Unit element, where such surfaces adjoin the patio, and the interior finished surfaces of the perimeter fences and the interior finished surfaces of the perimeter walls of each such patio, where such surfaces exist. The lower vertical boundary is the finished patio ground surface and the upper vertical boundary is the horizontal plane at the limits of elevation as shown on the Condominium Plan.

2.34 "Civil Code," "Corporations Code," "Davis-Stirling Common Interest Development Act," and similar references shall refer to those California statutes so referenced and any and all comparable superseding statutes.

### **ARTICLE III**

#### **PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS**

3.1 Condominium Ownership. Each Condominium within the Project includes a Unit; an undivided interest in the Common Area; a Membership in the Association; and any exclusive or nonexclusive easement(s) appurtenant to such Condominium as described in the Declaration, Condominium Plan and the deed to the Condominium. The fee title to all such elements of the respective Condominium shall conclusively be deemed to be conveyed, transferred or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the Unit.

A. Joint Ownership. In the event of joint ownership of any Condominium, all the obligations and liabilities of such Owners set forth in this Declaration shall be joint and several, including, without limitation, the payment of all Assessments. All joint Owners may equally use and enjoy the Condominium and Common Facilities, subject to any delegations or suspensions of rights or other limitations in the Governing Documents.

B. Entity Ownership. In the event that a Condominium is owned by any corporation, LLC, trust, partnership, or other entity which is not a natural person, the entity shall be solely responsible for the obligations and liabilities of the Owner. The entity shall be deemed to delegate its rights to use and enjoy the Condominium and Common Facilities to any Tenant(s) or Occupant(s); however, Membership rights other than use of the property (including without limitation voting, document inspection, or service as an officer or director) may be exercised by the designated or default executor of the entity's interests such as the trustee, president, proprietor, managing partner, or similarly empowered individual as described herein or in the Bylaws.

3.2 Ownership of Common Areas. The Common Areas shall be owned by the Owners as tenants-in-common in equal, undivided shares.

3.3 Prohibition of Partition or Severance by Owner. No Owner shall have any right to partition, divide, or sever his or her interest in the Common Area, nor to sever his or her Unit from the interest in the Common Area, except as such partition may be provided for in this Declaration relating to destruction or condemnation, or as otherwise provided by applicable law. Nothing herein shall prevent partition of a co-tenancy in a Condominium.

3.4. Power of Attorney for Partition after Destruction or Condemnation. Each Owner hereby irrevocably appoints the Association as attorney-in-fact for partition of the Project, when the Project may lawfully be partitioned under the provisions of this Declaration relating to destruction and condemnation, and irrevocably grants to the Association full power in the Owner's name and stead to sell the entire Project, and to execute deeds and conveyances to it in one or more transactions, for the benefit of all Owners. Such power of attorney shall: (a) be binding on all Owners, whether they assume the obligations under this Declaration or not; (b) be exercisable by a majority of the Board acting on behalf of the Owners, subject to the prior approval by vote or written consent of a majority of the Members and institutional first mortgagees; and (c) be exercisable only after Recording of a certificate, executed by those who have power to exercise the power of attorney, confirming that the power of attorney is properly exercisable under applicable law. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith. Each Owner shall cooperate in executing a power of attorney form to the Board if required for the sale of the Property.

3.5 Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Unit, or otherwise, may avoid the burdens and obligations imposed by the Governing Documents, including, without limitation, the payment of Assessments.

3.6 Termination of Obligations. Upon the conveyance, sale, assignment or other transfer of a Condominium, the transferor Owner shall not be liable for any Assessments in connection with such Condominium which become due after the date of Recording of the deed evidencing said transfer and, upon such Recording, all Membership rights possessed by the transferor Owner by virtue of ownership of said Condominium shall cease.

3.7 Duty to Notify Association of Sales and Delegations. Each Owner shall notify the Association in writing of any intended, pending or proposed sale of a



Condominium, including the identity of any escrow company, proposed purchaser, or contract purchaser for the Condominium. Each Owner or contract purchaser shall also notify the Association of the names of any person(s) to whom such Owner or contract purchaser has delegated any rights to use and enjoy the Property, and the relationship that each such person bears to the Owner or contract purchaser.

#### **ARTICLE IV**

##### **LEASING OF CONDOMINIUMS**

4.1 Delegation of Use and Leasing of Units. Any Owner may lease or otherwise convey the rights to use and enjoy the Condominium and the Common Area to Tenants or other Occupants, subject to the following. During any period when a Unit has been Leased, the Owner, his or her family and Invitees shall not be entitled to use and enjoy the Common Areas, including Common Facilities, unless the Owner is residing in his or her Unit along with the Tenant(s) or in any other Unit within the Project, and except to the extent reasonably necessary to perform any responsibilities with respect to the Project or Association. A Condominium shall be considered a "Rental Unit" whenever it is occupied by one or more persons but does not include the Owner or the Owner's immediate family members (including the Owner's spouse, partner, natural or legal parents, children, and siblings), with or without payment of rent or other consideration to the Owner. Each Owner shall provide any Tenant with a current copy of all Governing Documents and shall be responsible for compliance by the Tenant with all of the provisions of the Governing Documents during the Tenant's occupancy and use of the Unit. Each Owner shall notify the Association in writing of any intended Lease.

A. Minimum Lease Term. No Owner may lease a Unit for transient or hotel purposes. Any Lease (which includes any rental agreement or contract of sale, as defined in Section 2.21) must be for a term not less than one (1) year.

B. Lease Requirements. Any Lease shall be in writing, shall require that the property must be used for Residential Use only, and shall clearly require the Tenant to comply with the Governing Documents, all of which shall be deemed incorporated in the Lease, and clearly provide that any failure to abide by the Governing Documents shall be a default under the Lease. The Lease shall require the Tenant to maintain renter's insurance, and proof of such insurance shall be provided to the Association prior to Tenant's taking possession. The Owner shall provide to the Association a copy of the written Lease, which shall identify all Tenants and Occupants, within ten (10) days of its execution and upon written request; however, the Owner may redact financial or similar information necessary to protect business or other confidentiality interests.

C. Common Area Use Rights. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No such delegation shall relieve an Owner from liability to the Association or to other Owners for payment of Assessments or performance of the obligations of the Governing Documents.

4.2 Eviction by Association. Subject to Section 4.7 below, in the event that any Tenant fails to honor the provisions of any Governing Document resulting in a nuisance or damage to the Common Area or to any Owner's or Occupant's property, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances, which may include initiation of an action against the Owner to compel the Owner to evict the Tenant, or initiation of an eviction proceeding directly against the Tenant in accordance with Section 4.7 below, or the imposition of disciplinary fines and penalties against the Owner and/or Tenant as described herein.

A. The Association's right to maintain an eviction action hereunder is derived from applicable law, including without limitation *Civil Code* Sections 954, 1457 *et seq.*, and 5980, and shall only arise if the Tenant's conduct causes damage to or destruction of Common Areas or the property of other Owners or Occupants, or constitutes a nuisance or unreasonable interference with the quiet enjoyment of other residents, or if such Tenant has occupied the premises without Owner's permission and consent or without a written Lease. Whether or not such right is stated in any lease or rental agreement, every Owner who Leases his or her Condominium, or any portion thereof, automatically grants to the Association the right to determine a Tenant's default under the Governing Documents, which may result in terminating the tenancy and evicting the Tenant in the case of nuisance or damage as described above.

B. In any action, whether for injunctive relief, eviction, damages, or a combination thereof, brought because of any alleged breach or default of any provision of the Governing Documents, the court may award to the prevailing party in any such action such attorneys' fees and other costs as the court deems just and reasonable. If the Association is the prevailing party in any such action, either directly against the Tenant or against the Owner, the Owner shall be responsible for all costs thereof, including reasonable attorney's fees as awarded by the court, and shall reimburse the Association upon demand for the entire amount of such costs. If the Owner refuses to make such reimbursement, the sums shall be levied as a Special Individual Assessment.

4.3 Security Deposit. Through its rule-making power, the Board is hereby authorized and empowered to establish and implement an Association security deposit procedure to protect the Association and the Common Area from negligence, damage



and/or destruction caused by Tenants, their Occupants and Invitees. Said security deposit, if required, shall be payable by the Owner and shall be fixed in an amount not to exceed \$500 or two (2) month's Regular Assessment, whichever amount is greater, and need not be held by the Association in a separate security deposit fund. Within two weeks following receipt of notice from the Owner that the Condominium is no longer being Leased, the Association shall furnish the Owner with an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return the remainder, if any, to the Owner.

4.4 Recoverable Costs and Expenses. In the event of: (i) damage to, or destruction of, Common Areas by a Tenant or the Owner of a leased Unit; (ii) the imposition of a fine or penalty against an Owner as a result of any act or omission of his or her Tenant; or (iii) expenses incurred by the Association in the successful prosecution of an eviction proceeding pursuant to this Declaration, the Association shall be entitled to apply the security deposit to recover its costs and expenses. The Owner shall thereupon immediately reimburse the security deposit fund in an amount equal to the sums thus applied. Upon termination of the Lease and notification to the Association of such termination, the security deposit, or the balance thereof, if any, shall be refunded to the Owner without interest. As a condition to the Association's right to apply security deposit funds in the manner provided in Section 4.4 above, the Association must give the Owner the notice and hearing rights specified in this Declaration and/or in the Bylaws.

4.5 Assignment of Rents. In the event of a default by the Owner in the payment of Assessments, late charges, fines, and collection costs, the Owner grants, conveys, and confers to the Association the right, power and authority to collect the rents from the Tenant and assigns such rents to the Association to be retained by the Association to pay such delinquent sums, which may include current Assessments. This assignment shall not become effective until after the Association has provided the Owner with notice and hearing rights specified in this Declaration and/or in the Bylaws. After complying with such notice and hearing procedures, the Association shall give written notice to the Tenant that all future rental payments shall be paid directly to the Association until the delinquent Assessment(s), fines, and collection costs are paid in full and, at the option of the Board, the Tenant may thereafter be required to deduct from rental payments paid to the Owner, the amount of the Assessment(s) due for each month and to pay that amount directly to the Association to be credited to the Owner's account.

A. Prior to any default in the payment of assessments, late charges, and fines, the Owner shall retain the right, power and authority to collect and retain all rents collected from the Owner's Tenant(s).

B. The Association may exercise its right to collect rents through its Board, Manager, agents, attorneys, or through a receiver to be appointed by the Court.

4.6 Discipline of Tenants. Subject to Paragraph 4.7 below, in the event that any Tenant fails to honor the provisions of any Governing Document, the Association may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to suspension of the Tenant's privileges to use any recreational Common Facilities, or the imposition of fines and penalties against the Owner or Tenant.

Any fine or penalty levied pursuant to this Section shall be considered a Special Individual Assessment, but shall not be enforced by foreclosure of a lien. If a Special Individual Assessment is imposed as a result of the conduct of a Tenant, the Tenant agrees to be personally obligated for the payment of such assessments in the event the Owner fails to pay the assessments prior to the delinquency date. This provision, however, shall not be interpreted to release the Owner from any obligation, including the obligation to pay any duly imposed Special Individual Assessments for which such Owner would otherwise be responsible. Any Tenant charged with a violation of the Governing Documents is entitled to the same notice and hearing rights to which the Owner is entitled as provided in Section 4.7 below. Every Owner shall be responsible for assuring his or her Tenant's compliance with the Governing Documents.

4.7 Due Process Requirements for Disciplinary Action. Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Property or to preserve the rights of quiet enjoyment of other Owners and Occupants, the Association shall have no right to initiate disciplinary action against an Owner or Tenant on account of the misconduct of the Tenant unless and until the following conditions have been satisfied:

A. The Owner has received written notice from the Board, Manager or authorized representative detailing the nature of the Tenant's alleged infraction or misconduct and advising the Owner of his or her right to a hearing on the matter. Such written notice shall be deemed satisfied by sending it to the Owner's address, as it appears in the Association's records.

B. The Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing, not less than ten (10) days from the date of the notice.

C. The Owner has failed to prevent or correct the Tenant's objectionable actions or misconduct, or evict the Tenant.

4.8. Limitations. In order to comply with lenders' guidelines, prevent transient tenancy, and avoid increased insurance premiums, any Owner who acquires title to a Condominium on or after the effective date of this provision may use the Condominium as a Rental Unit, provided that Rental Units do not exceed fifteen percent (15%) of the total number of Condominiums in the Project, or a maximum of three (3) Rental Units.

A. Waiting List. Once fifteen percent (15%) of the Condominiums become Rental Units, the Board shall establish a waiting list to permit other Owners who have a genuine intent to rent their Units to have the opportunity to do so, who shall be entitled to priority on a first-come, first-served basis. Once any Rental Unit ceases to be a Rental Unit as provided herein, the Owner entitled to priority on the waiting list shall be permitted to rent his or her Condominium, unless the Owner having such priority is not ready, willing or able to do so at that time, in the reasonable judgment of the Board, in which case the Owner may remain on the waiting list but shall lose priority over any other Owners on the waiting list at that time.

B. Terminating Rental Unit Status. A Rental Unit shall not lose its status as a Rental Unit solely by virtue of the fact that a particular tenancy terminates, and any Owner who Leases his or her Unit in compliance with the Governing Documents may continue to Lease the Rental Unit, unless and until any of the following events occurs:

(1) The Owner sells or otherwise transfers title to the Condominium, except for transfers allowed by Civil Code Section 4740;

(2) The Owner, or his or her immediate family member(s), resume occupancy of the Condominium; or

(3) Upon the expiration of one (1) year following the termination of a rental tenancy, unless (a) the Owner has re-let the Condominium within that period, (b) no other Owners are currently on any waiting list to Lease before such time as the Owner is able to secure a new tenant, or (c) the Owner was unable to re-let the Rental Unit by circumstances beyond his or her control, expresses a genuine intent to continue Leasing the Condominium, and the Board grants an exception as described below.

4.9 Occupancy Prior to Rental. Prior to any Lease or acceptance on the waiting list to Lease, the Unit must be owned by its Owner for a period of not less than two (2) years.

4.10 Exemptions and Exceptions. Any Owner whose title pre-dates the date of recording of this provision shall be exempt from compliance with any provisions hereof that prohibit rental of his or her Unit. Furthermore, the Board may, in its sole and

reasonable discretion, allow exceptions to any requirement(s) of this Section based upon death, illness, or dire emergency rendering an Owner unable to occupy his or her Unit, or in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships. Any request for such an exception shall be in writing, and shall include all relevant explanation and/or documentation of the circumstances supporting the request. The Board shall follow the procedures for notice and hearing described in Civil Code Section 5855 or any comparable or superseding law, when considering the request. Any decision on such a request shall be documented in writing, either in the minutes of a meeting or by formal resolution. If the Board does not respond in writing within sixty (60) days of any such request, the request shall be deemed denied. If the Board grants such an exception, no violation of the governing documents shall be deemed to have occurred, but an exception to any particular requirement hereof shall not be deemed to waive any of the remaining terms hereof.

## **ARTICLE V**

### **GREEN COURT EAST HOMEOWNERS ASSOCIATION INC.**

5.1 Association Membership. One Membership shall be appurtenant to each Condominium. Every Owner of a Condominium shall be deemed a Member of the Association, except as described in this Declaration or the Bylaws. The Association shall have one class of Membership and the rights, duties, obligations and privileges of the Members shall be uniformly as set forth in the Bylaws.

5.2 Transfer of Memberships. No Membership may be transferred, encumbered, pledged or alienated in any way, except upon the sale, transfer, or encumbrance of the Condominium to which it is appurtenant and then only to the purchaser or transferee. In the case of a sale, inheritance, or other transfer, the Membership transfers automatically to the transferee upon Recording of a deed evidencing transfer of title to the Condominium. In the case of an encumbrance, Membership does not transfer to a mortgagee until Recording of a foreclosure or deed in lieu thereof. Delegation of rights does not constitute a transfer of Membership. Any attempt to make a prohibited transfer is void. In the event any Owner should fail or refuse to transfer his or her Membership to the lawful purchaser or other transferee of the Condominium, the Association shall have the right to record the transfer upon its books and thereupon any Membership in the name of the seller or transferor shall be null and void.

5.3 Voting Rights of Members. Each Membership shall be entitled to one vote in any Membership action, or to one vote for each vacancy to be filled in an election, as provided in the Bylaws. In no event shall more than one such vote per action, or per vacancy, be cast with respect to any Condominium. Voting rights may be temporarily

suspended, following the notice and hearing procedures in the Bylaws, for non-payment of Assessments or other violations of the Governing Documents.

#### 5.4 Powers and Authority of the Association.

A. Powers Generally. The Association shall have the power, and responsibility, to manage and maintain the Common Areas and to discharge the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of the powers of a non-profit corporation organized under the laws of the State of California in the ownership and management of the Project and the discharge of its responsibilities hereunder, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association and Board shall have the power to do any and all lawful acts which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The Association shall have the power to establish, fix and levy Assessments against the Condominiums within the Property and to collect and enforce payment of such Assessments in accordance with the provisions of this Declaration and applicable law. Specific powers of the Association and limitations thereon shall be as set forth in the Bylaws.

B. Association's Limited Right of Entry. The Association, and/or its agents, shall have the right, when necessary, to enter any Unit to perform the Association's obligations under this Declaration, including: (i) its maintenance or repair obligations; (ii) its obligations to enforce the Governing Documents; or (iv) its rights to make necessary repairs which an Owner has failed to perform which may threaten, or unreasonably interfere with, the property, health, safety, or welfare of the Association or other Owners.

In case of an emergency originating in or threatening the Unit where entry is required, or any adjoining Units or Common Area, the Association's rights of entry hereunder shall be immediate and the entry and repair may be performed whether or not the Owner, Tenant, or occupant of the Condominium is present. In all other situations, the Association or its agents shall furnish the Owner, and any Tenant or other occupant, with at least 24 hours' written notice of its intent to enter the Unit, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to schedule and perform its entry and work in a manner that respects the privacy of the occupant(s).

## 5.5 Association Rules.

A. Rule-Making Power. The Board may, from time to time, propose, enact, amend, or repeal reasonable Rules and Regulations. Such Rules may concern, but are not limited to: (i) the management and use of the Common Area by Owners, Tenants, Occupants, and Invitees; (ii) use of a Unit, including pets, conduct, and any aesthetic or architectural standards; (iii) discipline, including any procedure for conducting disciplinary proceedings and schedule(s) of monetary or other penalties for violation of the Governing Documents; (iv) standards and procedures for resolution of Assessment disputes, including for delinquent Assessment payment plans; (v) restrictions on the use and parking of vehicles within the Property; and any other matter within the authority of the Association as provided in the Governing Documents.

### B. Adoption and Amendment of Rules.

(1) Notice. The Board shall provide written notice to the Members of a proposed rule change, except for an emergency rule change, at least thirty (30) days before making the rule change. The notice shall include the text of, and a description of the purpose and effect of, the proposed rule change.

(2) Adoption. A decision on a proposed rule change shall be made at a meeting of the Board, after consideration of any comments made by Members.

(3) Distribution of Rules. As soon as possible, but not more than 15 days, after making a rule change, the Board shall mail or otherwise deliver notice of the rule change to each Member and each Unit. If an emergency rule change is made under paragraph (4), the notice shall include the text of the rule change, a description of the purpose and effect of the rule change, and the date that the rule change expires.

(4) Emergency Rule Change. If the Board determines that an immediate rule change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association, it may make an emergency rule change without prior notice to the Members. An emergency rule change is effective for 120 days, unless the rule change provides for a shorter effective period. An emergency rule change made may not be readopted.

### C. Reversal of Rule Change.

(1) Five percent (5%) or more of the Members may call a special meeting of the Members to reverse a rule change (other than an emergency rule



change) by delivering a written request to the President or Secretary not more than thirty (30) days after notice of the rule change. Upon receipt of such request, the Board shall either notice and hold a Membership meeting, or distribute a written ballot to each Member, in conformity with applicable law and the Bylaws, to vote on reversal of the rule change.

(2) Not more than fifteen (15) days after the close of voting, the Board shall mail or otherwise deliver notice of the results to each Member and each Unit.

(3) The rule change may be reversed by a majority of a quorum of Members present in person, by proxy, or by ballot at the meeting. If the rule change is reversed by this procedure, the rule change may not be readopted for one year after the date of the reversal; however, the Board may adopt a different rule on the same subject.

D. All Rules must be in writing. Any duly adopted Rule or amendment to the Rules shall become effective immediately following the date of adoption and distribution by the Board to the Owners and Tenants.

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

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

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

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

(1) The act or omission was performed within the scope of the volunteer director's or officer's Association duties;

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

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

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

(a) The reimbursement of actual expenses incurred by a director or officer in the execution of that person's Association duties shall not affect that person's status as a volunteer for the purposes of this section.

(b) The provisions of this paragraph B are intended to reflect the protections accorded to volunteer directors and officers of community associations under applicable law. In the event that any applicable law providing such liability protections is amended or superseded by another similar provision of the California statutes, this paragraph B shall be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor statutory provision.

## **ARTICLE VI ASSESSMENTS**

6.1 Payment of Assessments and Discharge of Assessment Liens. Each Owner shall pay when due, and by acceptance of the deed to a Condominium is deemed to covenant and agree to pay when due, each Regular, Special and Special Individual Assessment levied against the Owner and his or her Unit, and shall promptly discharge any Assessment lien that may be Recorded against the Condominium. Each such Assessment shall be established and collected as hereinafter provided. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Area or abandonment of the Condominium.

All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a debt and a personal obligation of the persons who were the Owners of the Unit at the time the Assessment was levied. Each Owner who acquires title to a Unit (whether at judicial



sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Unit so purchased which become due and payable after the date of such sale, and shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. Any unpaid Assessment of a previous Owner shall remain the debt of such previous Owner against whom assessed.

All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which such Assessment is made. Any lien for unpaid Assessments created pursuant to the provisions of this article may be subject to foreclosure as provided in this Declaration.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote, protect, enhance and maintain the recreation, health, safety and welfare of the residents in the Project, for the payment of Common Expenses, for improvement, maintenance, replacement, repair and operation of the Common Area and the improvements and personal property in the Common Area that are owned or maintained by the Association, as set forth in this Declaration, and for any other purpose that for the common benefit of the Owners in their use and enjoyment of the Project.

6.3 Regular Assessments.

A. Preparation of Annual Budget: Establishment of Regular Assessments. Not less than thirty (30) nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities) by preparing and distributing to all Members a budget satisfying the requirements of the Bylaws and this Declaration. If the Board fails to distribute the budget for any fiscal year within the time period provided for in this section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the approval of a majority of a quorum of the Members, at a meeting or election of the Association conducted in accordance with the Bylaws.

B. Establishment of Assessments; Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year, provided that, except as provided in this Declaration otherwise, the Board may not impose a Regular

Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the vote or written assent of a majority of a quorum of the Members, at a meeting or election of the Association conducted in accordance with the Bylaws.

C. Assessments to Address Emergency Situations. The requirement of a Membership vote to approve Regular Assessment increases in excess of twenty percent (20%) of the previous year's Regular Assessment shall not apply to assessment increases necessary to address emergency situations. For purposes of this subparagraph (c), an "emergency situation" is defined by applicable law, and includes the following:

- (1) An extraordinary expense required by an order of a court.
- (2) An extraordinary expense necessary to repair or maintain the Common Areas, Common Facilities or any portion of the separate interests which the Association is obligated to maintain where a threat to personal safety is discovered.
- (3) An extraordinary expense necessary to repair or maintain the Common Areas or any portion of the separate interests which the Association is obligated to maintain, that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to subparagraph (a) above, provided that, prior to the imposition or collection of an assessment under this paragraph (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution shall be distributed to the Members together with the notice of assessment.

6.4 Mailing Notice of Assessment. The Board shall mail to each Member, at the street address of the Member's Condominium, or at such other address as the Member may from time to time designate in writing to the Association, notice of any increase or decrease in the amount of the Regular or Special Assessments for the next succeeding fiscal year no less than thirty (30) days nor more than ninety (90) days prior to the increased assessment becoming due.

6.5 Failure to Make Estimate. If, for any reason, the Board fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made for that year, shall be assessed against each Owner and his or her Condominium on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment shall be payable on the regular payment dates established by the Association.

6.6 Reserve Funds. Each annual regular assessment shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the cost of the future repair, replacement, or additions to the major components of the Common Area Improvements and Common Facilities that the Association is obligated to maintain and repair. Reserve funds shall be deposited in a separate account and the signatures of at least two persons who shall either be directors, or one director and one officer who is not a director, shall be required to withdraw money from the reserve account. Except as provided below, no money shall be transferred from a reserve fund to the Association's general operating fund and reserve funds may not be expended for any purpose other than the repair, restoration, replacement, or maintenance of major components that the Association is obligated to maintain or as otherwise permitted by applicable law.

Notwithstanding the foregoing, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the money will be repaid to the reserve fund. The transferred funds shall be restored to the reserve fund within one (1) year of the date of the initial transfer, except that the Board may, on the making of a finding supported by documentation that a temporary delay is in the best interest of the Association, temporarily delay the restoration. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve accounts, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by applicable law. This Special Assessment is subject to the limitations imposed by applicable law and the restrictions imposed herein. The Board may, at its discretion, extend the date the payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of any unpaid Special Assessment.

When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members pursuant to applicable law and of the availability of an accounting of those expenses. Unless the Governing Documents impose more stringent standards, the Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by Members at the Association's office.

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

6.8 Allocation of Assessments. Regular and Special Assessments shall be allocated among, assessed against, and charged to each Owner as follows: so that each Condominium bears an equal share of the total Assessment.

6.9 Special Assessments.

A. Purposes for Which Special Assessments May Be Levied. Subject to Membership approval as set forth in paragraph B below, the Board shall have the authority to levy Special Assessments against the Owners and their Condominiums for the following purposes, among others:

(1) Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board shall levy and collect a Special Assessment, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(2) Capital Improvements. The Board may levy Special Assessments for capital improvements within the Common Area.

(3) Loan Repayments. The Board may levy Special Assessments to repay disaster loans or loans obtained for the purpose of repairing Common Area facilities or financing litigation.

(4) Litigation. The Board may levy Special Assessments to fund litigation.

(5) Authorized Purposes. The Board may levy Special Assessments for any other legitimate purpose, within the authority of the Board, in the exercise of its reasonable business judgment.

B. Special Assessments Requiring Owner Approval. No Special Assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which the Special Assessment(s) is levied shall be made without the vote or written assent of Members, constituting a

quorum, casting a majority of the votes at a meeting or election of the Association, except that Membership approval shall not be required for any Special Assessment levied to address “emergency situations” as defined above.

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

#### 6.10 Special Individual Assessments.

A. Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners in accordance with Section 6.7, above, the Board may impose Special Individual Assessments against an Owner in any of the following circumstances, after the Owner has been given the notice and hearing rights to which the Owner is entitled, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Association’s Governing Documents.

(1) Damage to Common Area or Common Facilities. If any damage to, or destruction of, any portion of the Project is caused by the willful misconduct or negligent act or omission of any Owner, any member of his or her family, or any of his or her Tenants, guests, servants, employees, or invitees, which causes the Association to incur any costs and expenses to repair, all such costs and expenses incurred in connection therewith shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(2) Expenses Incurred in Gaining Compliance. If the Association incurs any costs or expenses to (a) obtain the compliance, or remedy any noncompliance, by any Owner, Tenant, family member, guest, invitee, and/or Condominium, with any provision of the Governing Documents, or to (b) accomplish any repair, maintenance or replacement of any portion of the Property that the Owner is responsible to maintain but has failed to undertake or complete after at least fifteen (15) days’ written notice, the amount incurred by the Association (including fines, penalties, accounting fees, management fees, court costs, and reasonable attorney’s fees [including those incurred prior to filing a lawsuit]) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(3) Attorneys’ Fees. Any reasonable attorneys’ fees and costs incurred by the Association in the enforcement of the Governing Documents against a Member, or to determine the rights or duties of the Member under the Governing Documents, may be levied against that Member by the Board as a Special Individual Assessment and collected in any manner provided for by this Declaration or by law.

B. Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, notice of such Special Individual Assessment shall be mailed to the affected Owner and the Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within a minimum of thirty (30) days after the mailing of notice of the Assessment, or within such other time period as the Board may determine.

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

6.12 Collection of Assessments; Enforcement of Liens.

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

B. Effect of Nonpayment of Assessments.

(1) Creation and Imposition of a Lien for Delinquent Assessments. As more particularly provided by applicable law, the amount of any delinquent Regular Assessment, Special Assessment, Special Individual Assessment (pursuant to Section 6.13 of this Article), or Emergency Assessment, together with any late charges, interest and costs (including reasonable attorneys' fees) shall become a lien upon the Condominium of the Owner so assessed when the Association causes to be Recorded a Notice of Delinquent Assessment (or equivalent) executed by the Board or an representative of the Association authorized by the Board. The Association shall Record the lien in accordance with and pursuant to applicable statutory law.



(2) Remedies Available to the Association to Collect Assessments. After the expiration of the statutory time period, prescribed by applicable law, following the recording of Notice of Delinquent Assessment, the Association may initiate legal action against the Owner personally obligated to pay the delinquent Assessment for a money judgment and/or foreclosure of said lien against the Owner's Condominium, or accept a deed in lieu of foreclosure, in a manner consistent with applicable statutory law. Foreclosure by the Association of said lien may be by judicial or non-judicial foreclosure.

6.13 Limitation on Right to Lien Units for Special Individual Assessments. A Special Individual Assessment imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Areas for which an Owner, Tenant, guest, or invitee of a Unit were responsible may become a lien against the Unit enforceable by the sale of the Unit under *Civil Code* Sections 2924, 2924b, and 2924c. However, any Special Individual Assessments characterized as a disciplinary measure for failure of a Member to comply with the Governing Documents, except for late payment penalties for delinquent Assessments, may not become a lien against the Member's Unit that is enforceable by sale under *Civil Code* Sections 2924, 2924b, and 2924c. Special Individual Assessments relating to delinquent Assessments shall be subject to imposition of a lien and enforceable through foreclosure or sale under a power of sale for failure of an Owner to pay such Assessment, all as more particularly provided herein.

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

6.15 Prohibition on Avoidance of Obligations. No Owner, by non-use of the Common Area or Common Facilities, abandonment of the Owner's Condominium or otherwise may avoid the burdens and obligations imposed on such Owner by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and his or her Condominium pursuant to this Declaration.

6.16 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Association is not properly exercising its duties and powers as provided in this Declaration; (ii) an Owner has made or elects to make no use of the Common Areas; or (iii) any construction or maintenance performed or not performed by the Association shall in any way postpone Assessments or entitle an Owner to claim any such offset or reduction.

6.17 Maintenance by City. In the event that there is a failure by the Association to properly maintain the Common Area, the city of Los Angeles shall have the right to provide or arrange for the maintenance for so long as such failure exists. The City shall be reimbursed for any expense incurred for such maintenance from the Association and/or from each owner, which liability shall be joint and several, and the City shall have all the rights and remedies, including lien and foreclosure rights, provided by this Article in seeking reimbursement. This subparagraph may not be amended without the written approval of the City of Los Angeles.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

7.1 Generally. No Improvement of any kind shall be erected, commenced, or maintained within the Property, nor shall any exterior addition, nor any change or alteration be made in or to any portion of the Common Area or to any Exclusive Use Common Area, without the prior written approval of the Association as provided herein.

7.2 Interior Improvements. No interior Improvement to any Condominium involving structural components of the building structure, other than non-load-bearing interior walls, shall be commenced without the prior written approval of the Association as provided herein. Under no circumstances shall any Owner undertake any activity or work that will impair the structural soundness, mechanical systems, or integrity of the Owner's, or any other, Condominium or Common Area, nor impair any easement. No Owner shall undertake the joining of adjacent Condominiums, as such work will impair the structural integrity of other Condominiums as well as Common Area.

7.3 Architectural Guidelines. The Board may adopt, amend and repeal, under the procedures set forth in Section 5.5 hereof, rules and regulations to be known as Architectural Guidelines. Said Guidelines shall interpret and implement the provisions of this Declaration by setting forth particular standards and procedures for review and approval of proposed Improvements; guidelines for architectural design; placement of any Improvement; color schemes; exterior finishes; materials; and similar features, which are approved for use within the Property. Said Guidelines shall not conflict with, nor be in derogation of, the standards required by this Declaration.

7.4 Review by Board or Committee. In accordance with the Bylaws, the Board may appoint an Architectural Review Committee ("ARC"), consisting of Members in Good Standing, to review proposed Improvements. Members of the ARC shall serve for a one (1) year term, unless removed earlier therefrom by resignation,



disqualification, or the vote of a majority of the Board. If the Board does not appoint an ARC, the Board shall exercise the Association's review authority as described herein.

**7.5 Submission of Plans; Action by Board.** A Member requesting approval of a proposed Improvement shall submit a written request in accordance with this Declaration and the Guidelines, if any, together with plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same. The Board or ARC may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Said requests and plans may be submitted by personal delivery, or certified mail, to the Secretary or Manager. The ARC shall fairly, reasonably and expeditiously render decisions regarding Members' requests for approval, after consideration of compliance with the Declaration and Guidelines, quality of workmanship and materials, aesthetic appearance, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation.

**7.6 Approval or Disapproval.** All decisions regarding proposed Improvements shall be in writing. In the event the ARC fails to approve or disapprove a request within forty-five (45) days after said plans and specifications have been submitted, the request shall be deemed approved. Under such circumstances, the written request may be resubmitted to the Board. The ARC may condition its approval of proposals or plans and specifications for any improvement: (1) upon the Member furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Project as a result of such work; (2) on such changes to the request and/or plans and specifications as it deems appropriate; (3) upon the Member's agreement to grant appropriate rights of entry to the Association for the maintenance of Improvements; (4) upon the Member's agreement to reimburse the Association for any increase in Common Expenses as a result of such Improvement; (5) upon the Member's agreement to install (at its sole cost) water, gas, electrical, or other utility meters to measure any increased consumption; or (6) upon the Member's agreement to complete the proposed work within a stated period of time.

If a request is disapproved, the written decision reflecting same shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board, at an open meeting. This paragraph does not require reconsideration of a decision that is made by the Board or a body/committee that has the same membership as the Board of Directors.

7.7 Enforcement. In the event of an architectural violation, the Board shall have the right to suspend the right to use Common Facilities, suspend the Member's voting rights, and levy fines against the Member (or Tenant, if applicable), after notice and the opportunity to be heard is provided. The Board may also pursue such legal remedies as the Board deems appropriate, including, but not limited to, an action for a temporary restraining order and/or injunction to compel the Member (or Tenant) to bring its Condominium into compliance with the Governing Documents, including architectural decisions made by the ARC pursuant to this Section. The Association shall have no duty to identify architectural violations, and any failure of the Association, its Board, its officers, its Manager or any agent or employee to detect and identify an architectural violation shall not operate to waive the Association's rights or remedies with respect to any such violation, unless (1) the Board or Manager shall have been notified in writing of the violation and (2) no remedial or enforcement action shall have been taken by the Association within five (5) years following such notice, except as otherwise provided by law.

7.8 Variances. The Board, in its sole discretion, shall be entitled to allow reasonable variances from these requirements in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships.

7.9 Limitation on Liability. Neither the Association, Board, ARC, if any, nor any member thereof, shall be liable to any Member (or Tenant) for any damage, loss or prejudice suffered or claimed on account of any mistakes in judgment, negligence or nonfeasance in connection with the approval or disapproval of any plans, drawings and specifications, whether or not defective, or the construction or performance of any Improvement, whether or not pursuant to approved plans, drawings or specifications.

7.10 Compliance With Governmental Regulations. Review and approval of any requests, proposals, plans or other submittals pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Member who desires to construct, install or modify the Improvement.

7.11 No Waiver of Future Approvals. The approval of the ARC or Board in any matter described in this Article shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar matter subsequently submitted for approval.

## **ARTICLE VIII**

### **RESTRICTIONS ON USE OF CONDOMINIUMS AND COMMON AREA**

In addition to the restrictions established by law and the Rules, the following restrictions are hereby imposed upon the use of Condominiums and Common Areas within the Property.

8.1 Residential Use. The Project shall be solely for Residential Use, as defined herein.

8.2 Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any Condominium, garage, Exclusive Use Common Areas, or Common Areas. This Section shall not be interpreted to prohibit any Occupant from maintaining a home office which does not result in an unreasonable number of visitors to the Property, excessive noise, or additional traffic and provided further there shall be no signs advertising their home office. The Common Facilities (including without limitation the swimming pool and/or fitness center) shall not be used by any Owner, Tenant, Occupant or Invitee to provide any service (including without limitation tutorial or filming services) in exchange for any monetary or non-monetary compensation.

8.3 Damage to Common Area. No Owner, Tenant, Occupant, Invitee, or contractor employed by anyone other than the Board, may make any Improvement to the Common Area, nor remove or alter any furnishings, structures, improvements or landscaping materials therein. The Common Area shall not be obstructed by any person. Each Owner shall be liable to the remaining Owners for any damage to the Common Area that may be sustained by reason of the negligent or willful conduct of said Owner, or that Owner's family members, contract purchasers, Tenants, guests, or invitees. Each Owner, by acceptance of his or her deed, agrees personally and for family members, contract purchasers, Tenants, guests, and invitees, to indemnify each and every other Owner, and to hold such other Owner harmless from, and to defend him or her against any claim of any person for personal injury or property damage occurring within the Condominium of the Owner, including Exclusive Use Common Area, except to the extent that the injury or damage occurred by reason of the willful or negligent act or omission of the Association or another Owner or Tenant.

8.4 Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried on or conducted upon any Condominium or Common Area nor shall anything be done within the Property which is or could become an unreasonable annoyance or nuisance to other residents nor otherwise interfere with the quiet enjoyment of the Property by other residents. Without limiting the foregoing, no Owner

shall permit unreasonable noise, including, but not limited to, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Unit or from activities within the Common Area, which would unreasonably disturb any other Owner's or Tenant's enjoyment of his or her Unit or the Common Area.

8.5 Behavior of Persons on the Property. Each Owner and Tenant of a Condominium shall be accountable for the conduct and behavior of all Occupants and Invitees of such Owner or Tenant, and shall be liable to the Association and to other Owners, Occupants, and Invitees, for any property damage or nuisance caused by such persons.

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

8.7 Pets. No animals of any kind shall be raised, bred or kept in any Condominium or Common Area, except that no more than two (2) domesticated dogs, cats, birds in cages, aquatic animals in an aquarium, or other animal as agreed to between the Association and the Owner, may be kept in any Condominium or Common Areas, and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Exotic pets, including without limitation snakes, will not be permitted at any time within the Project. Notwithstanding the foregoing, no animals or fowl may be kept in the Project which result in an annoyance or nuisance, or which are threatening or obnoxious to Occupants. The Board, in its sole discretion, shall have the right to determine what are reasonable numbers and what constitutes a threat or nuisance. Pet owners shall be responsible for the prompt disposal of wastes deposited by their pets in the Project. Every Owner of a Condominium shall be liable for any damage, waste, nuisance, or unreasonable noise or odors, caused to any person or property by any animals brought or kept upon the Property by any other Owner, Occupant, Tenant, or Invitee of his or her Condominium.

A. Leash Required. No Owner, Tenant, Occupant or Invitee who possesses a dog or other animal shall permit, allow, or cause the animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon any part of the Common Area, unless it is restrained by a substantial leash and under the control of a responsible person capable of restraining the animal.

B. Dangerous Animals. Notwithstanding the foregoing, no domestic dogs or other animals shall be within the Common Area that are deemed by the Board to be vicious or potentially dangerous. All vicious and potentially dangerous animals must be kept indoors or in a securely fenced area within the Condominium from which it cannot escape, and into which children or other individuals cannot trespass.

(1) An animal shall be deemed “vicious” for purposes of this Section if, when unprovoked: (i) it has bitten a person (however, an animal may be vicious even though it is not proven to have bitten any person); (ii) in an aggressive manner, it inflicts severe injury on or kills a human being; or (iii) it is previously determined to be and currently listed as a potentially dangerous animal (as determined by the Board or governmental authority) and, after its owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous. For purposes of determining if an animal is “vicious,” “severe injury” means any physical injury to a human being that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

(2) An animal shall be deemed “potentially dangerous” if, when unprovoked: (i) on two separate occasions within the prior 36-month period, it engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are off the property of its owner or keeper; (ii) it bites a person causing a less “severe injury” than as defined above; or (iii) on two separate occasions within the prior 36-month period, it has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of its owner or keeper.

8.8 Garbage and Unsightly Items. No rubbish, trash, or garbage shall be allowed to accumulate within or outside of any Unit. No Owner, Tenant, or Resident shall allow an accumulation of trash, debris, paper, or other items which would create a fire, safety, or health hazard, including any infestation of vermin, contamination by noxious substance or biohazard, obnoxious odors or related nuisance. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Property to a public dump or trash collection area by the Owner or Tenant at his or her expense. Any violation of this Section resulting in any contamination or nuisance may, subject to Article XV hereof, be remedied by the Association and all costs thereof, including without limitation the costs of eradication of pests and vermin, the costs of any repairs to any portion of the Project, and the expenses (including any attorney’s fees and costs) of obtaining the compliance of the Owner and/or other responsible party, shall be assessed to the Condominium and its Owner(s) as a Special Individual Assessment as provided in Section 6.10 hereof.

8.9 Storage. There shall be no storage of personal property or other household items within the Common Areas, including without limitation the garage, trash room, hallways or outside of storage lockers, without the prior written permission of the Board. Storage of personal property shall be within a Unit, or within designated storage areas. The Board may regulate storage in the Owners' designated storage areas, subject to conditions determined by the Board and included in the Rules and Regulations. Absolutely no hazardous materials shall be stored within the Project, including without limitation any explosives, ammunition, accelerants, corrosives, or biohazard, which either by its nature or by unreasonable accumulation thereof may result in a threat to health or safety of persons or property in the Project.

8.10 Signs

A. Commercial Signs. No advertising signs or billboards shall be displayed on any building containing Units or posted within or upon any portion of the Common Area, except that Owners may display one sign which advertises their condominiums "For Lease", "For Sale", or "For Exchange" or advertise directions to the condominium on a common sign post to be reasonably located in plain view of the public. The sign shall be of reasonable dimensions and design.

B. Noncommercial Signs.

(1) Noncommercial signs, posters, flags, or banners may be posted or displayed on or in an Owner's Unit, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.

(2) For purposes of this section, a noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the window, door, balcony, or outside wall of the Owner's Unit, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

(3) Noncommercial signs and posters may not be more than nine (9) square feet in size and noncommercial flags or banners may not be more than fifteen (15) square feet in size.

C. The Board may adopt reasonable rules and regulations governing placement and display of signs consistent with the law and this Declaration.



8.11 Clotheslines. Consistent with California law, the Board may adopt Rules and Regulations to regulate the drying or laundering of clothes or the use of exterior clotheslines or drying racks in the Units or Exclusive Use Common Areas when such activities may be visible from any neighboring Condominium, street, or Common Areas.

8.12 Window Covers. Only curtains, drapes, blinds, shutters, and shades may be installed as interior window covers. No window shall be covered, on the interior or exterior, by tint, paint, foil, sheets, paper or similar items. The Board may adopt rules regulating the type, color and design of window covers. Absolutely no sunshades, awnings, canvas, ornamental screens, or any other window covering shall be installed on the exterior of the building, including the exterior walls within the patio or balcony areas, unless with the prior written approval of the Board.

8.13 Antennas and Similar Devices. In order to ensure adequate aesthetic controls and to maintain the general attractive appearance of the Property, no Owner or Tenant shall place or maintain any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes, on or about the exterior of any building or on any Common Area within the Property, except as authorized by law. A satellite dish may not be installed on Common Area walls or roofs without prior written Association approval. The Board may establish Rules on the placement of satellite dishes which are consistent with the law.

8.14 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Unit or the Common Area except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a Unit or appurtenant structures within the Property. No hobby or carpenter shops are permitted on the Property.

8.15 Parking and Vehicle Restrictions. A Condominium may include the conveyance of an exclusive easement for the use and enjoyment of one or more parking spaces in the Common Area. Notwithstanding any other provision of this Declaration, each Owner shall have the exclusive right to use such parking space(s) for the sole purpose of parking one non-commercial passenger vehicle in each single space, or two such vehicles in each tandem space. The Board shall maintain a schedule of such assigned parking spaces. In addition, the following parking and vehicle restrictions shall apply within the Property:

A. The Board shall have the authority to make reasonable rules and restrictions regarding parking, use, washing, and maintenance of vehicles within the Property as may be deemed prudent and appropriate. The Board shall have the authority to tow, at the Owner's expense, any vehicle parked or stored in violation of any restriction in this Section or any parking or vehicle rules and regulations adopted by the

Board. The Board shall post such notices or signs within the Common Area as may be required by law to effectuate this towing provision.

B. No boat, trailer, house trailer, motor home, camper, bus, truck, or other commercial or recreational vehicle larger than one-half (½) ton capacity shall be parked or stored in any open area, Common Area, Exclusive Use Common Area, street, driveway, roadway, or guest parking area, other than any such area specifically designated for the parking of such vehicles, except as permitted in writing by the Board. No motor vehicle shall be dismantled, repaired, painted or restored upon any portion of the Project which is visible from the streets or roadways surrounding the Project, except for emergency work needed to move the vehicle to an appropriate repair facility. The Exclusive Use Common Area parking spaces shall be used for the parking of vehicles only and shall not be converted for living or recreational activities.

8.16 Prohibition on Smoking. Smoking is not permitted anywhere within the Project except that persons may smoke in areas at least twenty-five (25) feet in distance from any and all buildings within the Project.

8.17 Variances. Upon application by any Owner, the Board shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article, if specific application of the restriction will, in the sole discretion of the Board, either deny a substantial right of the affected Owner or Tenant, or cause an undue hardship to the affected Owner or Tenant, or fail to further or preserve the common plan and scheme of development contemplated by this Declaration.

## **ARTICLE IX**

### **MAINTENANCE RESPONSIBILITIES**

9.1 Association's Responsibilities. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of the Common Area and Common Facilities, as required by applicable law. The Association's maintenance, repair and replacement obligations, which may differ from any applicable law are specifically set forth, in detail, in the Maintenance Responsibility Check List, attached hereto as **Exhibit "A"** and incorporated by this reference. In the event of any ambiguities or conflicts regarding maintenance, repair or upkeep obligations, the Maintenance Responsibility Check List shall control.

A. The Association may maintain, repair and replace sewer, water, telephone, plumbing and electrical lines located under or within the Common Area, including said lines within the walls of the Units. However, the cost to maintain, repair and replace any such lines, when servicing only one Unit, shall be assessed to the



Owner of the Unit that is so serviced and the cost of which shall be deemed a Special Individual Assessment.

B. The Association shall be responsible for the repair and maintenance of the Project, including, but not limited to, the Common Area and the individual Units, occasioned by the presence of wood-destroying pests or organisms, and for all pest eradication services.

## 9.2 Owner Maintenance, Repair and Replacement Responsibilities.

A. Each Owner of a Condominium shall be responsible for the maintenance, repair, and upkeep of his or her Unit, including without limitation the interior walls, ceilings, floors, doors, windows, glass, and permanent fixtures and appliances thereto, in a clean, sanitary and attractive condition and good state of repair. In addition each Owner shall have the right, at his or her sole cost and expense, to paint, tile, finish, alter, substitute, add, or remove any fixtures attached to the ceilings, floors, or walls, excluding windows and/or sliding glass doors of such Owner's Unit; however, no Owner may interfere with or damage any Common Area or otherwise impair the structural integrity of the building in which the Unit is located, or interfere with the use and enjoyment of the Common Areas or the Units or any other part of the Project.

B. In addition, each Owner shall be responsible for the maintenance and repair of any and all Exclusive Use Common Areas appurtenant to his or her Unit, in a clean, sanitary, workable, and attractive condition. Each Owner's maintenance, repair and replacement obligations, which may differ from any such applicable law are specifically set forth, in detail, in the Maintenance Responsibility Check List (**Exhibit "A"**). In the event of any ambiguities or conflicts in regards to maintenance, repair or upkeep obligations, the Maintenance Responsibility Check List shall control.

C. Each Owner of a Condominium shall be responsible for the maintenance, repair, upkeep of plumbing, electrical, telephone, and other utility installations within such Owner's Unit, and for all heating and air conditioning systems, including air conditioning compressors and equipment, servicing only his or her Unit, whether located within the Unit or otherwise.

(i) With respect to said systems located within the Common Area, the Association has the right, but not the obligation, to maintain, repair and/or replace same and assess the costs to the Owner of the Unit that is so serviced by way of a Special Individual Assessment.

(ii) Each Owner shall also be responsible for maintaining in an open and unobstructed condition all sewer and drainage pipes and lines serving only his or her Unit. If the Association is called upon by an Owner to investigate a stoppage or leak, the origin of which is unknown, the Association's plumber shall determine whether the repair or replacement involves a portion of the plumbing or sewer lines exclusively servicing a single Unit. On the basis of that information, the Board shall determine whether the same is required to be maintained by an individual Owner. If it is, the Owner agrees to reimburse the Association for the expense within thirty (30) days following written notice thereof. If the Owner fails to reimburse the Association, the expense may be levied against the Owner as a Special Individual Assessment, which may be subject to collection procedures set forth in Section 6.12 herein.

D. In the event an Owner shall do anything with respect to his or her Unit that might have the effect of increasing the level of noise or sounds that can be heard outside his or her Unit during normal use and occupancy of his or her Unit, including, but not limited to, the replacement of carpeting with tile, parquet or other hard floor covering, he or she shall be required to take at his/her own expense all reasonable measures to deaden, insulate and otherwise decrease the level of such noise or sounds to the minimum level reasonably possible.

E. Owners shall be responsible for the cost to repair any damage to any property, including property which is Common Area or which is part of or appurtenant to another Unit, which is caused by any component within and/or servicing his or her Unit, whether or not said damage was foreseeable to occur.

9.3 Obligation To Permit Entry by Association and Adjacent Owners. Each Owner shall be obligated to permit the Owners of adjacent Units or the representatives of such adjacent Owners to enter the Owner's Unit for purposes of performing installations, alterations, maintenance or repairs to utilities, mechanical or electrical services, including installation of television antennas and related cables, which are reasonably necessary for the use and enjoyment of his or her Unit, provided that requests for entry are made at least twenty-four (24) hours in advance and that entry is at a time convenient to the Owner whose Unit is being entered upon, except in the event of an emergency when no notice shall be required. Each Owner shall also honor the right of the Association and its agents to enter his or her Unit as provided in this Declaration for maintenance, repairs and/or to gain compliance with this Declaration.

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

9.5 Water Leaks and Building Failures. In the event of damage or loss to any Unit resulting from any casualty caused by a Common Area component, or from any water, rain, dust, sand, or any other element which may leak or flow from any Common Area pipes, plumbing, fixtures or components (such as fire sprinklers and the roof) or other components for which the Association is responsible to maintain, repair or replace, the Association shall be responsible for the costs to repair or reconstruct the Unit to its original condition immediately preceding the event resulting in damage or loss to the Unit. The Association shall not be responsible for improvements or upgrades to the Unit in excess of the value of replacement costs, as determined by the Board, in its discretion. In the event of damage to floor coverings, the Association shall only be responsible for the cost to replace the damaged portion of the flooring, and the Association shall not be responsible for the cost to replace the entire floor coverings.

Notwithstanding the foregoing, the Association shall not be responsible for the costs or expenses for any damage caused by a Common Area component, including, without limitation, such water leak or overflow originating from the Common Area, to the extent that such damage is not covered by the Association's insurance.

Neither the Association nor its Board, Officers, Manager, or its employees or agents shall be liable to any Owner or any other person for injury or damage to the Owner, any other Person, or any personal property (including but not limited to, furniture, clothing, artwork, electronics, free-standing appliances, and any other personal property items), provided the Association, its Board, agents, or other persons have, upon the basis of such information as may be possessed by them, acted in good faith, and without willful or intentional misconduct.

## **ARTICLE X EASEMENTS**

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

A. The right of the Association to assign, rent, lease, and to otherwise designate and control the use of any unassigned parking and storage spaces within the Common Area, and to limit the number of guests who may use any Common Facilities.

B. The right of the Association to adopt Rules regulating the use and enjoyment of the Project for the benefit and well-being of the Owners in common, and,

in the event of the breach of such rules or any provision of any Governing Documents by any Owner, Occupant, or Invitee of a Condominium, to temporarily suspend the voting rights and/or right to use the Common Facilities by such Owner or Occupant and any other Occupants and Invitees of the condominium, subject to compliance with due process requirements as provided herein.

C. The right of the Association to enter into or upon any Unit or Exclusive Use Common Areas when such access is essential for the maintenance of the Common Area or to enforce the provisions of the Governing Documents, subject to Section 5.6(B) hereof.

D. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said property; provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners hereunder; and any such indebtedness shall be considered a Common Expense.

E. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members, and their first mortgagees, consenting to such dedication or transfer has been Recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Unit. Said instrument may be executed in counterparts so long as each counterpart is in Recordable form.

F. The right of the Board or ARC, if any, to approve any proposed alteration or modification to the Common Area or any Unit.

10.2 Encroachment Easements. If any portion of the Common Area encroaches on any Unit or if any portion of a Unit encroaches on the Common Area, regardless of the cause which may include but is not limited to settlement or shifting of the building, except to the extent any encroachment is due to the willful conduct of an Owner or other party, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all Units and the Common Area are made subject to such easements.

10.3 Blanket Utility Easement. There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephones, drainage and electricity and the master television antenna or cable television system, if any. By virtue of this easement, it shall be expressly permissible for

the providing utility company to erect and maintain the necessary equipment and underground facilities on the Common Area. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially designed and approved by the Developer or thereafter approved by the Board. The easements provided for in this Section shall in no way effect any other Recorded easement on the Property.

10.4 Other Easements. Each Unit and its Owner, and the Association as to the Common Area, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Property and each Unit and Common Area.

10.5 Maintenance Easements. An easement is hereby granted to the Association, its officers, agents, employees, and to any management company and contractor selected by the Association to enter in or to cross over the Common Area and any Unit to perform the duties of maintenance and repair of the Condominiums, Common Area or Common Facilities, provided that any entry by the Association or its agents shall only be undertaken in strict compliance with this Declaration.

## **ARTICLE XI INSURANCE**

11.1 Fire and Casualty Insurance. The Association shall obtain and maintain a policy of fire and casualty insurance naming as parties insured the Association and any mortgagee of the Common Area, and containing the standard extended coverage and replacement cost endorsements and, in the Board's discretion, such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost, all Common Area and Common Facilities that the Association is required to repair or restore in the event of partial or total destruction thereof and, also in the Board's discretion, all or portions of the Unit, and the personal property of the Association for or against the following:

- (a) Loss or damage by fire or other risks covered by the standard extended coverage endorsement;
- (b) Loss or damage from theft, vandalism or malicious mischief; and
- (c) Such other risks, perils or coverage as the Board may determine.

Such policy or the endorsement made a part thereof shall, to the extent available, provide that the insurer issuing the policy agrees to abide by the decision of the

Association made in accordance with the provisions of this Declaration as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Facilities. If available for a reasonable cost, the insurance policy shall include building code upgrade coverage.

The insurance shall be kept in full force and effect at all times and the full replacement value of the insured property shall be reevaluated on an annual basis.

11.2 General Liability and Property Damage Insurance. The Association shall obtain and maintain a policy of commercial general liability and property damage insurance naming as parties insured the Association, each member of the Board of Directors, any Manager, the Owners of all Units, and such other persons as the Board may determine and agreed upon by the respective carrier. The policy shall insure each named party against liability incident to the ownership, maintenance, and repair of the Common Area and any other Association-owned or maintained real or personal property. The limits of such insurance shall not be less than two million dollars (\$2,000,000.00) covering all claims for death, personal injury, and property damage arising out of a single occurrence, or in such other minimum amount as required by applicable law to protect Owners from civil liability arising solely by reason of their ownership interest in the Common Area.

11.3 Directors and Officers Liability Insurance. The Association shall obtain and maintain Directors and Officers Liability Insurance covering current directors and officers, as well as prior acts in order to ensure that former directors and officers are protected for decisions made during their term of service. The policy shall name as insureds not only the current directors and officers, but also volunteer committee members, if such insurance is available. The limits of such insurance shall not be less than five hundred thousand dollars (\$500,000.00), or in such other minimum amount as required by applicable law to protect volunteer officers or directors from personal liability in excess of the insurance coverage. If commercially available for a reasonable price, such Directors of Officers Liability coverage shall include an endorsement extending coverage for the acts, errors, and omissions committed by the Association's Manager.

11.4 Fidelity Bond and Other Insurance.

A. The Board shall obtain and maintain fidelity bonds or insurance, in an amount equal to at least three (3) months operating expenses plus Reserves. Any such policies or bonds must contain an endorsement that includes as covered individuals under said policies or bonds any non-compensated directors and officers, and the Manager.

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

11.5 Coverage Not Available. If any insurance policy or endorsement required herein is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above.

11.6 Copies of Policies. Copies of all insurance policies shall be retained by the Association and shall be available for inspection by any Owner in accordance with applicable law.

11.7 Individual Fire, Casualty and Earthquake Insurance Limited. The Association's blanket insurance policy maintained pursuant to Section 11.1 above shall be the primary coverage in the event of a loss covered by the Association's insurance. If any Unit Owner maintains insurance coverage which results in a reduction in insurance proceeds otherwise payable to the Association pursuant to policies obtained by the Association, the Association shall specially assess the Owner to the extent of any reduction.

11.8 Individual Assessment Loss Coverage and Other Individual Coverage.

A. Each Owner may obtain and maintain loss assessment coverage for fire, earthquake, and other casualties with a recommended minimum limit of \$50,000.00. In the event of fire, earthquake, or other casualty which results in each Owner becoming responsible for the payment of a special or emergency assessment, each Owner shall instruct the insurance carrier to pay the proceeds directly to the Association to pay for services, labor and materials provided to the Association for repair and/or reconstruction or to replenish reserve funds.

B. Each Owner is encouraged to also carry the following insurance (any premises liability and property damage insurance policy shall include a waiver of subrogation clause as to the Association, other Owners, and any institutional first mortgagee of such Unit, and shall cover damages caused by Owner's Tenant, if any):

(1) Premises liability insurance in an amount not less than one million dollars (\$1,000,000) against physical injury, death and property damage arising out of a single occurrence within the Condominium.



(2) Coverage on portions of the structure not covered by the Master Policy of the Association. ("Tenant's Improvements" coverage).

(3) Loss of use coverage for living expenses.

(4) Personal property coverage.

C. The Association shall have no responsibility for the adequacy or extent of any such insurance coverage outlined herein.

11.9 Renters Insurance. If an Owner does not reside in his/her Unit and the Unit is leased to a Tenant, then the Owner should, but are not required under this Declaration, to carry a rental dwelling policy as well as require the Tenant to carry a renters policy both of which, shall provide, at a minimum, the coverage outlined in Section 11.8 (a) and (b) above.

11.10 Trustee. All insurance proceeds payable pursuant to policies maintained by the Association may, in the discretion of the Board, be paid to a trustee to be held and expended for the benefit of the Owners, mortgagees and others, as their respective interests appear. Said trustee shall be a commercial bank, escrow company, title company, or other person or institution with trust powers within the County that agrees in writing to accept such trust.

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

11.12 Board's Discretion to Submit Insured Losses. The Board shall have the discretion as to whether or not it is in the best interests of the Association to submit an insurance claim to its insurer.

11.13 Losses Solely Attributable to a Unit; Deductibles. If any loss is caused by any respective Owner, his or her Unit or any item the Owner is responsible to maintain, repair or replace, a claim must be made with that respective Owner's insurance policy before any claim is made to any Association insurance policy. If the Association's policy is required to pay any claim for which an Owner, his or her Unit, or any item the Owner is responsible to maintain, repair or replace is responsible, then that Owner shall be liable to the Association for the payment or reimbursement of said deductible.

## **ARTICLE XII**

### **DAMAGE OR DESTRUCTION**

12.1 Destruction Generally. If there is a destruction of some or all of the Improvements in the Project resulting from any casualty loss, including without limitation fire, earthquake, wind, rain, subsidence, flood, or any other cause, the procedures in this Article shall be followed. For purposes of this Article, “destruction” applies to any Improvements that are rendered unsafe for any human habitation by being razed, destroyed, or annihilated, but not merely unsatisfactory for habitation by a particular individual, regardless of sensitivity to particular conditions. If there is damage to some or all of the Improvements in the Project resulting from any casualty loss, or from any natural deterioration, or any other cause whatsoever, amounting to less than destruction, the procedures in this Article shall be followed only if the cost of repairing the damaged Improvements exceeds fifty percent (50%) of the Association’s gross operating budget for that fiscal year.

#### 12.2 Determination Whether to Reconstruct.

A. Proceeds Exceed Seventy-Five Percent of Costs. If the available proceeds of the insurance carried by the Association are not less than seventy-five percent (75%) of the projected costs of repair and reconstruction, the reconstruction shall be presumed approved and the Improvements promptly rebuilt unless, within ninety (90) days from the date of destruction, Members holding at least twenty-five percent (25%) of the total voting power of the Association object in writing to rebuilding, in which case the Board shall follow the procedures in Paragraph B.

B. Proceeds Less Than Seventy-Five Percent of Costs, or Upon Objection. If the proceeds of insurance carried by the Association are less than seventy-five percent (75%) of the projected costs of repair and reconstruction, or if the Members object as described in Paragraph A, the Board shall solicit a vote of the Members to determine whether repair and reconstruction shall take place. The vote may be conducted at a duly noticed Membership meeting or by written ballot, as provided in the Bylaws. A majority of a quorum of the eligible Members duly participating shall prevail as to the issue. If the reconstruction is approved, the Board shall follow the procedure in Section 12.3. If the reconstruction is disapproved, the Board shall follow the procedures in Section 12.4.

12.3. Procedure if Rebuilding Approved. If repair and reconstruction is approved, the Board shall execute and acknowledge a certificate declaring the intention of the Owners to rebuild, and Record the same not later than 120 days from the date of destruction. The Board shall solicit and obtain bids from at least two reputable and

licensed contractors to repair and reconstruct the Improvements in accordance with the original plans and shall present this information to the Owners at a meeting.

A. Apportionment of Assessments. All reconstruction costs which are not covered by insurance shall be funded by a Special Assessment, to be levied in the same proportion as required for Assessments generally, which may be enforced under the lien provisions provided in this Declaration.

B. Rebuilding Contract. The Board or its authorized representative shall, after obtaining bids from at least two contractors, award the repair and reconstruction work to the contractor chosen by a majority vote of the Board. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction, and the insurance proceeds shall be disbursed to this contractor according to the terms of the contract. It shall be the obligation of the Association to take all steps reasonably necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

#### 12.4 Procedure If Rebuilding is Not Approved.

A. The Board shall execute and acknowledge a certificate declaring the intention of the Owners not to rebuild, and Record the same not later than 120 days from the date of destruction. The Board or Trustee shall collect all available insurance proceeds and arrange for the sale of the Property, with or without the Improvements.

B. If the Board determines that a higher sales price will result from a sale of the Property without the Improvements, the Board shall arrange for the demolition of the Improvements. After paying all expenses relative to the sale and for the operation of the Association prior to the date of sale, the Board or Trustee shall divide the remaining insurance proceeds among the Units according to either the square footage of each Unit, the relative fair market value of each Unit determined by the original purchase price or comparable sales data, or in equal shares. The method of distribution shall be determined by the vote of a majority of a quorum of the Owners at a duly held meeting or written ballot.

C. After paying all debts of the Association, the share of insurance proceeds for each Unit shall be first applied to reduce or eliminate any outstanding mortgages, as their interests may appear. Any insurance proceeds remaining after payments to the mortgagee of a Unit shall be distributed to the Owner of the Unit to which the proceeds are allocated. As to those Units without mortgages, the Board or Trustee shall pay the Unit's share of the insurance proceeds directly to the Owner.

D. Upon sale of the Property pursuant to this Section, the Board shall initiate proceedings for dissolution of the Association and shall facilitate the winding down of all the Association's business. However, no funds shall be distributed to the Members, or their mortgagees, pursuant to Paragraph C until all outstanding debts and expenses of the Association shall have been paid or otherwise accounted for.

### **ARTICLE XIII CONDEMNATION**

13.1 Sale by Unanimous Consent or Taking. If an action to condemn all or any portion of the Common Area is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners and all institutional mortgagees, the Property, or a portion thereof may be sold and conveyed to the condemning authority by the Board or its designees acting as the attorney-in-fact of all Owners pursuant to Section 3.3 hereof, for a price deemed fair and equitable by the Board. However, if the Owners or mortgagees do not consent to such a sale, and the condemning authority institutes condemnation proceedings, the court shall fix and determine the condemnation award.

13.2 Distribution and Sale; Proceeds of Condemnation Award.

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

B. Partial Sale or Taking. In the event of a partial sale or taking of the Properties, meaning a sale or taking that is not a total taking, as determined in section 13.2, paragraph A, above, the proceeds from the sale or taking shall be paid or applied in the following order of priority and any judgments of condemnation shall include the following provisions as part of its terms:

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

(2) To Owners and to their respective mortgagees, as their interests may appear, of Condominiums on the Property whose Condominiums have been sold or taken, an amount up to the fair market value of such Condominiums as determined by the court in the condemnation proceeding or by an appraiser, less such Owners' share of expenses paid pursuant to section 13.2, subparagraph B(1) (which share shall be in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Condominiums.

(3) To any remaining Owner(s) and to his or her mortgagees, as their interests may appear, whose Condominium has been diminished in value as a result of the sale or taking disproportionate to any diminution in value of all Condominiums, as determined by the Court in the condemnation proceeding or by an appraiser, an amount up to the total diminution in value; then

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

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

## ARTICLE XIV

### RIGHTS OF LENDERS

The rights of lenders and mortgagees shall be as follows:

14.1 Any Condominium Owner may encumber his or her Condominium by deed of trust or mortgage. The beneficiary of the deed of trust or the mortgagee of a mortgage is referred to in this paragraph as a "lender".

14.2 A breach of any of the provisions of this Declaration of Restrictions shall not affect or impair the lien or charge of any bona fide deed of trust or mortgage made in good faith and for value encumbering any of the condominiums.

14.3 A lender who acquires title by foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach of this Declaration of Restrictions which is noncurable or of a type which is not practical or feasible to cure.

14.4 It is intended that any loan to facilitate the resale of any condominium after foreclosure or deed in lieu of foreclosure is a loan made in good faith and for value and entitled to all of the rights and protection afforded to other lenders.

14.5 All liens created by this Declaration of Restrictions which pertain in any manner or way whatsoever to any regular or special assessments for the payment of money shall be subordinate to the lien created by any bona fide deed of trust or mortgage given to any lender. It is specifically understood, however, that any such lender shall be liable for all such assessments during the actual period of time that such lender holds title to a condominium. This liability for assessments on the part of the lender is on a pro-rata basis with the pro-rata period commencing on the date the lender acquires title and ending upon resale or other transfer by the lender, whereupon the liability for new future assessments will attach to the transferee.

14.6 No amendment to this paragraph shall affect the rights of the holder of any such mortgage or trust deed recorded prior to recordation of such amendment who does not join in the execution thereof.

14.7 Because of its financial interest in the project, a lender may appear (but may not vote) at meetings of the voting owners and the Board of Directors to draw attention to violations of this Declaration of Restrictions which have not been corrected or made the subject of remedial proceedings or assessments.

14.8 A lender is authorized to furnish information to the Board of Directors concerning the status of any loan encumbering a Condominium.

14.9 All applicable fire and all physical loss or extended coverage insurance policies shall not contain loss payable clauses naming the lenders who encumber condominiums by deed of trust or mortgage, as their interest may appear.

14.10 The Board of Directors shall immediately give written notice to any lender of a condominium the mortgagor or trustor which has been in default under the terms hereof for a period of 30 days.

14.11 Any lender which comes into possession of a condominium pursuant to a foreclosure or a deed in lieu of foreclosure and any sale by such lender shall be exempt from any "right of first refusal" contained herein.

14.12 If there is any conflict between any provision of this "RIGHTS OF LENDERS" Article and any other provision in this Declaration of Restrictions, the language contained under "RIGHTS OF LENDERS" shall control.

## **ARTICLE XV ENFORCEMENT**

15.1 Remedy at Law Inadequate. Except for nonpayment of any Assessment, the remedy at law to recover damages for the breach, default or violation of any of the Governing Documents are hereby declared and agreed to be inadequate. Any such breach, default, or violation may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board, or by their respective successors in interest.

15.2 Nuisance. Without limiting the generality of the foregoing section, the result of every act or omission whereby any provision of this Declaration is violated is hereby declared to be a nuisance. Violation of any law, ordinance or regulation by any Owner, Tenant, resident, guest, invitee, agent or contractor which affects the health, safety, or property rights of other Owners and/or residents is hereby declared to be a nuisance and a violation of this Declaration. Every remedy against nuisance, either public or private, shall be applicable against every such violation of law or the Declaration.

15.3 Costs and Attorneys' Fees. In any action brought because of any alleged breach or default of any Owner or Tenant of any Unit, the court may award to the prevailing party in any such action such attorneys' fees and other costs as the court



deems just and reasonable. An Owner shall be responsible for attorneys' fees and costs incurred by the Association to cure the defaults respecting his or her Unit, including those of his or her Tenant(s) or of any guest, invitee, agent, or contractor thereof.

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

15.5 Failure Not a Waiver. The failure of any Owner, the Association, or its Board, officers, or agents to enforce any of the provisions of this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

15.6 Rights and Remedies of the Association.

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

B. Schedule of Fines: Due Process. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for illegally parked vehicles). The Board shall distribute to each Owner, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for those violations, or any changes thereto. Such fines may not be levied unless the Board first provides written notice to the Owner, by either personal delivery or first-class mail, at least ten (10) days prior to the meeting to consider or impose discipline upon an Owner, and provides the Owner an opportunity for a hearing before the Board. The notice shall contain the date, time, and place of the meeting, the nature of the alleged violation for which the Owner is subject to discipline, and a statement that the Owner has a right to attend and may address the Board at the meeting. The Board shall meet

in executive session if requested by the Owner being disciplined. No penalty or temporary suspension of rights shall be imposed pursuant to this Section unless the Owner alleged to be in violation is given, by either personal delivery or first-class mail, at least fifteen (15) days prior written notice of the penalty imposed or temporary suspension.

C. Notwithstanding the foregoing, under circumstances involving conduct that constitutes: (1) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (2) a traffic, life safety, or fire hazard; (3) a threat of material damage to, or destruction of, the Common Area or Common Facilities; or (4) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as parking violations), the Board or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner, or on its own initiative, conduct a hearing as soon thereafter as reasonably practicable.

D. Rules Regarding Disciplinary Proceedings. The Board shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules and shall provide for notices and procedures satisfying the alternative dispute resolution requirements of applicable law.

E. Court Actions. Before initiating any court action seeking solely declaratory or injunctive relief to interpret or enforce the Governing Documents or declaratory or injunctive relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits for small claims court, the Association or Owner shall first comply with the provisions of applicable law relating to alternative dispute resolution, except in the case of an emergency in which immediate injunctive relief is necessary.

## **ARTICLE XVI**

### **AMENDMENT OF DECLARATION**

16.1 Amendment in General. This Declaration may be amended or revoked by the vote or assent of fifty-one percent (51%) of all Owners, using voting procedures prescribed in the Bylaws or by law. The percentage of Owners necessary to amend a specific provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision. Section 6.17 of this Declaration may not be amended without the written approval of the City of Los Angeles.

16.2 Effective Date of Amendment. An amendment will be effective upon the Recording of a Certificate of Amendment, and the distribution of a copy of the Recorded amendment to each Owner. The Certificate of Amendment shall be executed by the President and Secretary of the Association, setting forth the amendment in full, and certifying that the approval requirements herein have been duly met. Notwithstanding anything to the contrary herein, no amendment shall affect the rights of the holder of any deed of trust or mortgage Recorded prior to such amendment.

16.3 Amendment by Board. Where permitted by the *Davis-Stirling Common Interest Development Act* or other applicable law, the Board may amend this Declaration to conform to current law, to remove restrictive covenants in violation of law, or otherwise. Any such amendment shall be approved by the Board in a duly held open meeting, and shall be conducted in strict accordance with applicable law.

## **ARTICLE XVII**

### **GENERAL PROVISIONS**

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

17.2 Survival of Association. In the event the Association as a corporate entity is dissolved, then a nonprofit, unincorporated association shall automatically be deemed formed to succeed to all the rights and duties of the Association, all of which shall continue to be governed by the Governing Documents and applicable law.

17.3 Notices. Communications or notices of any kind required, permitted, or described herein shall be in writing, and may be served and delivered (unless otherwise provided by applicable law), as an alternative to personal service, by mailing same as provided in the Bylaws.

17.4 Failure of Mortgagee to Respond. Any mortgagee and/or governmental agency who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action, unless the Association receives a written response within thirty (30) days of the date of the Association's request, provided such request is delivered to the mortgagee or agency by certified or registered mail, return receipt requested.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions and Restrictions has been adopted as provided above effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**Green Court East Homeowners Association, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
(Print Name)

## **CERTIFICATE**

I, the undersigned, the duly elected and acting Secretary of **Green Court East Homeowners Association, Inc.**, a California non-profit mutual benefit corporation, do hereby certify that the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS were duly adopted on \_\_\_\_\_, 2016.

This Certificate is executed under penalty of perjury on \_\_\_\_\_, 2016,  
in \_\_\_\_\_, California.

\_\_\_\_\_  
, Secretary

\_\_\_\_\_  
(Print Name)

## **EXHIBIT “A”**

# GREEN COURT EAST HOMEOWNERS ASSOCIATION, INC.

## *Maintenance Responsibility Check List*

Component	OWNER Duty to Maintain	OWNER Duty to Repair	OWNER Duty to Replace	HOA Duty to Maintain	HOA Duty to Repair	HOA Duty to Replace
<b>I. Interior and Unit Components</b>						
Air Conditioning and Heating Systems serving only one Unit, wherever located [1,2]	✓	✓	✓			
Balconies - finished surfaces, including flooring [1,2]	✓	✓	✓			
Balconies - subflooring and other structural components [3]				✓	✓	✓
Balcony Railings [3]				✓	✓	✓
Beams [3]				✓	✓	✓
Bearing Walls [3]				✓	✓	✓
Ceilings - interior finished surfaces only [1]	✓	✓	✓			
Ceilings - beams and structural components [3]				✓	✓	✓
Conduits - outlets within or serving one Unit, wherever located [1,3]	✓	✓	✓			
Dishwashers [1]	✓	✓	✓			
Disposals [1]	✓	✓	✓			
Door Frames - except interior, non perimeter door frames [2]				✓	✓	✓
Door Hardware [1,2]	✓	✓	✓			
Doorsteps [1,2]	✓	✓	✓			
Downspouts, Gutters [3]				✓	✓	✓
Driveways [1,3]				✓	✓	✓
Ducts - except outlets or within the Unit [1,3]				✓	✓	✓
Ducts - outlets within or serving one Unit, wherever located	✓	✓	✓			
Electrical wiring and components within Unit boundaries or serving one Unit, wherever located [1,2]	✓	✓	✓			
Exclusive Use Common Areas - unless otherwise set forth herein [2]	✓	✓				✓



<b>Component</b>	<b>OWNER Duty to Maintain</b>	<b>OWNER Duty to Repair</b>	<b>OWNER Duty to Replace</b>	<b>HOA Duty to Maintain</b>	<b>HOA Duty to Repair</b>	<b>HOA Duty to Replace</b>
Exterior Doors [1,2]	✓	✓	✓			
Floors - interior finished surface [1]	✓	✓	✓			
Floors - all structural and other components except interior surfaces [1,3]				✓	✓	✓
Flues - except outlets within the Unit or serving one Unit [1,3]				✓	✓	✓
Foundations [3]				✓	✓	✓
Furnishings [1]	✓	✓	✓			
Glass - Windows and doors, including interior and exterior cleaning [1,2]	✓	✓	✓			
Glass Doors, including door frames, screens, hardware and equipment	✓	✓	✓			
Interior Fixtures [1]	✓	✓	✓			
Interior Plumbing - outlets and fixtures within Unit [1]	✓	✓	✓			
Interior Plumbing - drainage and sewer pipes from Unit to connection with pipes serving other Units or Common Area [3]	Maintain in Open and Unobstructed Condition (CC&Rs Art. IX, Sec. 9.2B)				✓	✓
Interior Non-Perimeter Doors and hardware [1]	✓	✓	✓			
Interior Non-Perimeter, Non-load bearing Walls [1]	✓	✓	✓			
Kitchen Appliances [1]	✓	✓	✓			
Lighting Fixtures [1]	✓	✓	✓			
Ovens [1]	✓	✓	✓			
Balcony Additions and Improvements [1,2]	✓	✓	✓			
	Only with prior approval from the Board or Architectural Control Committee					
Perimeter Unit Walls - interior surfaces only [1]	✓	✓	✓			
Perimeter Unit Walls - all structural and other components except interior surfaces [3]				✓	✓	✓
Pipes/Plumbing - serving only one Unit, wherever located, and/or outlets within Unit [1,2]	✓	✓	✓			

Component	OWNER Duty to Maintain	OWNER Duty to Repair	OWNER Duty to Replace	HOA Duty to Maintain	HOA Duty to Repair	HOA Duty to Replace
Ranges [1]	✓	✓	✓			
Refrigerators [1]	✓	✓	✓			
Roofs [3]				✓	✓	✓
Screens [2]	✓	✓	✓			
Slabs [3]				✓	✓	✓
Telephone Wires - internal and external serving single unit [1,2]	✓	✓	✓			
Termite (and other wood destroying pest) damage to Unit and eradication [1]				✓	✓	✓
Unit - unless otherwise set forth herein [1]	✓	✓	✓			
Utility Installations - exclusively serving only one Unit, wherever located, or within Unit boundaries [1,2]	✓	✓	✓			
Vertical Supports [1,3]				✓	✓	✓
Windows [1,2]	✓	✓	✓			
Window Frames and Equipment [1,2]	✓	✓	✓			
<b>II. Exterior and Common Area Components</b>						
Air Conditioning & Heating System & Components - serving Common Area only [3]				✓	✓	✓
Assigned Parking Spaces [2]	✓				✓	✓
Bearing Walls [3]				✓	✓	✓
Chimneys [2]	✓	✓				✓
Common Area [3]				✓	✓	✓
Common Recreational Facilities [3]				✓	✓	✓
Common Area Landscaping [3]				✓	✓	✓
Common Area Plumbing, Electrical, Heating, and Lighting [3]				✓	✓	✓
Drainage Facilities and Easements [3]				✓	✓	✓
Elevators - including shafts and equipment [3]				✓	✓	✓
Exterior Surface of Buildings [3]				✓	✓	✓

<b>Component</b>	<b>OWNER Duty to Maintain</b>	<b>OWNER Duty to Repair</b>	<b>OWNER Duty to Replace</b>	<b>HOA Duty to Maintain</b>	<b>HOA Duty to Repair</b>	<b>HOA Duty to Replace</b>
Garage [3]				✓	✓	✓
Gas, Water and Waste Pipes - except those pipes exclusively serving only one Unit, or located within the Unit boundaries (i.e., outlets) [3]				✓	✓	✓
Guest Parking Areas [3]				✓	✓	✓
Paved Surfaces, including Driveways [3]				✓	✓	✓
Roofs [3]				✓	✓	✓
Sauna [3]				✓	✓	✓
Slabs [3]				✓	✓	✓
Stairways (exterior) [3]				✓	✓	✓
Storage Spaces - assigned to Owners [2]	✓	✓				✓
Swimming Pool [3]				✓	✓	✓
Swimming Pool Area, Furniture, and Equipment [3]				✓	✓	✓
Termites and other wood destroying pests - treatment and eradication program for Common Area [3]				✓	✓	✓
Walkways - including carpet or other coverings [3]				✓	✓	✓
Water Heater [3]				✓	✓	✓

NOTE 1. As set forth in Section 2.33 of the Declaration and as shown and described in detail on the Condominium Plan, each "Unit" includes one or more dwelling areas, including the interior finished surfaces of perimeter walls, floors, ceilings, windows, and doors, but excluding load bearing walls, columns, vertical supports, floors (beneath the floorcoverings), roofs, foundations, beams, fences, pipes, ducts, conduits, wires or other utility installations; outlets of utility installations are part of the Unit when located within the Unit. Balconies are also elements of a Unit.

NOTE 2. "Exclusive use common areas" are common area components outside the Unit boundaries, designed to serve a single Unit, including storage spaces, window boxes, doorsteps, stoops, porches, chimneys and vents, fireboxes in fireplaces, exterior doors (including locks, weatherstripping, and hardware incident thereto, but excluding door frames), windows (including frames, screens, locks, weatherstripping, and hardware incident thereto), or other similar fixtures, if any, as well as pipes, utility installations and electrical outlets, when located within a Unit or exclusively servicing one Unit (wherever located), and any parking space(s) exclusively assigned to an Owner as being appurtenant to and exclusively serving that Unit, with or without an easement expressed in any deed. Exclusive use common areas must be maintained and repaired by the Owner of the Unit served.

NOTE 3. As defined by the CC&Rs, Condominium Plan, and Civil Code, "Common Area" includes all portions of the Project which are not part of the Units. Common Areas include structural elements such as load bearing walls, floor and ceiling joists, and roofs. Common Areas are maintained, repaired and replaced by the Association, except where another party is responsible for damage due to negligence or misconduct.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officerpersonally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_