

This page is part of your document - DO NOT DISCARD



20141150720



Pages:
0065

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/30/14 AT 08:00AM

FEES:	225.00
TAXES:	0.00
OTHER:	0.00
PAID:	225.00



LEADSHEET



201410300190023

00009793067



006473427

SEQ:
02

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t72

RECORDING REQUESTED BY:

CHICAGO TITLE-SUBDIVISION

AND WHEN RECORDED MAIL TO:

Murakami Law Office
371 Van Ness Way, Suite 130
Torrance California 90501
Tel: (310) 961-5260



**SUPERSEDING DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
MONTICELLO MANOR
(A Condominium Project)**

64

[Master - Convert: 03/25/10]
[This Set: 10-15-14]

9428

2A

3

TABLE OF CONTENTS

DECLARATION AND RECITALS

ARTICLE I - DEFINITIONS

ARTICLE II - DIVISION, MAINTENANCE AND INSURANCE OF PROPERTY

- 2.01 Units
- 2.02 Common Area(s)
- 2.03 Exclusive Use Common Area(s)
- 2.04 Repair and Maintenance of the Property by Owner
- 2.05 Repair and Maintenance of the Property by Association
- 2.06 Association Insurance
- 2.07 Owner Insurance

ARTICLE III - OWNERS GENERAL USE RESTRICTIONS

- 3.01 Unit Use
- 3.02 Nuisances
- 3.03 Debris, Trash, Refuse, and Hazardous Materials
- 3.04 Signs
- 3.05 Pet Regulations
- 3.06 California Vehicle Code and Parking Regulations
- 3.07 Exterior Lighting
- 3.08 Antennas and Satellite Dishes
- 3.09 Air Conditioners and Other Equipment
- 3.10 Use/Alteration Affecting Insurance Rates
- 3.11 Sound Attenuation

ARTICLE IV - ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 4.01 Membership
- 4.02 Voting Rights and Requirements
- 4.03 Transfer of Membership

ARTICLE V - DUTIES AND POWERS OF THE ASSOCIATION

- 5.01 Specific Association Duties and Powers
- 5.02 Right of Entry

ARTICLE VI - COVENANT FOR ASSESSMENT

- 6.01 Assessments
- 6.02 Due Dates of Assessments
- 6.03 Variable Assessment Rate
- 6.04 Assessment Duties of the Board of Directors
- 6.05 Effect of Nonpayment of Assessments:
Delinquency and Remedies of the Association
- 6.06 Waiver of Exemptions

TABLE OF CONTENTS

ARTICLE VII - ARCHITECTURAL CONTROL

- 7.01 Approval by the Board
- 7.02 Certain Procedures for the Board
- 7.03 Enforcement by Owners
- 7.04 No Waiver
- 7.05 No Liability
- 7.06 Review Standards
- 7.07 Rules and Regulations

ARTICLE VIII - MORTGAGEE PROTECTION

- 8.01 Subordination of Lien and Foreclosure
- 8.02 Mortgagees Are Not Required to Cure Certain Breaches
- 8.03 Exemption from Right of First Refusal
- 8.04 Restrictions on Certain Changes
- 8.05 Inspection of Association Books and Records
- 8.06 Condemnation Awards and Insurance Proceeds
- 8.07 Mortgagee's Right to Attend Meetings
- 8.08 Payments by Mortgagees
- 8.09 Loss Payable Endorsement
- 8.10 Notices to Mortgagees

ARTICLE IX - DESTRUCTION OF IMPROVEMENTS

- 9.01 Restoration of the Property
- 9.02 Sale of Property and Right to Partition
- 9.03 Notice to Owners and Listed Mortgagees

ARTICLE X - CONDEMNATION

- 10.01 Representation by Board in Condemnation Proceeding
- 10.02 Distribution of Award

ARTICLE XI - COVENANT AGAINST PARTITION AND RESTRICTION ON SEVERABILITY OF CONDOMINIUM COMPONENT INTEREST

- 11.01 No Partition; Exceptions; Power of Attorney
- 11.02 Proceeds of Partition Sale
- 11.03 No Separate Conveyance of Condominium Components

ARTICLE XII - EASEMENTS

- 12.01 Encroachment
- 12.02 Utility Easements Granted by the Association

TABLE OF CONTENTS

5

ARTICLE XIII - AMENDMENT

13.01 Amendment

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- 14.01 Enforcement: Resolution of Disputes
- 14.02 Enforcement: Binding and Non-Binding Arbitration
- 14.03 Term of Declaration
- 14.04 Notices
- 14.05 Attorneys' Fees

APPROVAL CERTIFICATION

ASSOCIATION SIGNATURE PAGE

EXHIBIT A - PROPERTY

EXHIBIT B - CITY APPROVAL

EXHIBIT C - PROPERTY MAINTENANCE SCHEDULE

EXHIBIT D - OWNERS' ASSESSMENT ALLOCATION

6

**SUPERSEDING DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
MONTICELLO MANOR**

THIS SUPERSEDING DECLARATION is signed by both the **MONTICELLO MANOR ASSOCIATION, INC.**, the association formed to govern the project, and by its members, the owners in fee ("Owners"), as listed below. Association and Owners are collectively referred to as "Declarant":

Hsien Chi Niu and Maria Chao-I Niu, husband and wife as joint tenants;

Yasmin Rahimtoola, an unmarried woman;

Corey H. Hanemoto, who acquired title as a married man as his sole and separate property, as to an undivided one-half (1/2) interest and Jo Ellen Ichihana, Trustee of the Jo Ellen Ichihana Living Trust dated December 24, 2008, as to an undivided one-half (1/2) interest;

Connie Milner, a single woman ;

Alejandro Veloz, a single man;

Todd Nelson Troutner;

Janice Joy Selby, a widow;

Eduardo Kuno Becker Paz, a single man;

Yi Lu, as Trustee under Yi Lu Living Trust dated 09/01/2012;

Shu-Fan Wang, a single woman;

Margarita Herrera, a single woman;

Ronald D. Joy, Trustee of that certain Revocable Trust Agreement executed 3/10/05, by Betty H. Joy and Ronald D. Joy for the benefit of the Joy Family;

Howard Piller, a married man as his sole and separate property;

Edwin Jonathan Hearn, III, a single man;

7

RECITALS AND DECLARATIONS:

- A. Owners are the owners in fee of that certain real property ("Property") in the City of Pasadena, County of Los Angeles, State of California, legally described in attached Exhibit "A".

- B. Declarant intends to convert the Property, which is a community apartment project, into a Condominium project ("Project") under the provisions of California Civil Code Section 4125. Said conversion is exempt from the provisions of the Subdivision Map Act, Government Code 66412(g), as evidenced by the attached Letter from the City of Pasadena - Exhibit "B").

- C. The Declaration of Covenants, Conditions and Restrictions, contained in the original conveyance deeds covering said property, one of which was recorded on September 18, 1953, in Book 42719, in the Office of the County Recorder of said County, State of California, and any other Declaration of restrictions affecting the Property, either recorded or unrecorded, are collectively referred to herein as the "Original Declaration."

- D. Declarant declares that , upon recordation of the conversion Grant Deed conveying fee title of the each Condominium to the respective Owners of the community apartment unit, the Original Declaration shall be terminated, rescinded and canceled in all respects and that the Original Declaration shall be of no further force and effect and all rights, duties and obligations which may exist or may arise by virtue of the Original Declaration shall be terminated and be superseded by this Superseding Declaration of Covenants, Conditions, Restrictions and Easements, hereinafter referred to as "Declaration."

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, Mortgaged, encumbered, leased, used, occupied, sold, and improved, subject to the declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, contained herein, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the improvement of the Property and division thereof into Condominiums. All of the limitations, covenants, conditions, restrictions, and easements shall constitute equitable servitudes in accordance with Civil Code Section 5975 and shall be binding upon Declarant and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

8

ARTICLE I

DEFINITIONS

The following definitions apply unless otherwise required by the context:

"Approval" - Prior written approval.

"Articles" - The Articles of Incorporation of the Association, including any amendments.

"Assessments" - All types of Association charges and Assessments levied against the Owners. The three (3) types of Assessments are Regular, Special, and Compliance Assessments.

"Association" - **Monticello Manor Association, Inc.** -, a California nonprofit mutual benefit corporation formed (or to be formed) to govern the Project.

"Board" or "Board of Directors" - The Board of Directors of the Association.

"Bylaws" - The Bylaws of the Association, including any amendments.

"Code Section" - Any reference to "Code Section" (e.g. "Civil Code", "Vehicle Code") refers to Codes of the State of California. Reference to any specific Code Section shall include any future successor Code Sections.

"Common Area(s)" - The entire Property (including structures, land and improvements) other than the Units described in this Declaration and the Condominium Plan.

"Common Expenses" - The actual and estimated expenses of the Association in performing its duties as set forth in the Governing Documents.

"Compliance Assessment" - An Assessment imposed against a particular Owner in order to reimburse the Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or a monetary penalty imposed by the Association as a disciplinary measure for failure to comply with the Governing Documents.

"Condominium" - An estate in real property (defined in Sections 783 and 4125 of the California Civil Code) consisting of both a separate interest in space called a "Unit", and an undivided interest in the Common Area.

"Condominium Plan" - The recorded diagrammatic floor plan of the Units built or to be built on the Property which identifies each Unit and shows its dimensions pursuant to California Civil Code Section 4285.

"Declaration" - This instrument and any amendments.

"Deed of Trust" - A three party security instrument conveying title to land as security for the performance of an obligation. Also called "Trust Deed".

"Directors" - Persons elected or appointed to act as directors on the Board of Directors.

"Eligible Mortgagees" - Mortgagees who have requested the Association to notify them of specified proposals and changes to the Governing Documents and other Association matters.

"Exclusive Use Common Area" - Those portions of the Common Area designated by this Declaration, and/or Condominium Plan or by law for the exclusive or restricted use of the Owners of particular designated Units.

9
"**Governing Documents**" - All documents governing the Property, including this Declaration, the Articles, Bylaws, Condominium Plan and any Rules and Regulations.

"**Grant Deed**" - A written instrument transferring title to real property.

"**Member**" - Any person who is an Owner based upon the provisions of the Governing Documents.

"**Mortgage**" - A two party security instrument pledging land as security for the performance of an obligation. Reference to Mortgage includes the Deed of Trust.

"**Mortgagee**" - The party entitled to performance by a Mortgagor. Reference to Mortgagee includes any beneficiary under a Deed of Trust on any portion of the Property.

"**Mortgagor**" - The party executing a Mortgage. Reference to Mortgagor includes the Trustor under the Deed of Trust.

"**Occupant**" - An Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person residing in a Unit.

"**Owner**" or "**Owners**" - The person(s) or legal entity holding a recorded fee simple interest in a Condominium, or the purchaser(s) of a Condominium under an installment land sales contract. "Owner" does not include any person or entity having an interest in a Condominium merely as security for the performance of an obligation.

"**Project**" or "**Property**" - The real property described in Paragraph "A" of the Recitals to this Declaration. The Project is a "Condominium Project" as defined in Section 4125 of the California Civil Code. The Property is a "Common Interest Development" as defined in Section 4100 of the California Civil Code.

"**Quorum**" - A quorum is a majority of the total number of Condominiums in the Project.

"**Regular Assessments**" - Assessments used to meet the Association's normal operating expenses and to establish necessary reserves.

"**Rules and Regulations**" - The rules, which may be revised over time, as established and adopted by the Board, or a majority vote of the Owners, or as otherwise provided for in this Declaration.

"**Special Assessments**" - Assessments levied on an as-needed basis to meet expenses of an extraordinary or capital nature.

"**Total Voting Power**" - One hundred percent (100%) of the votes by Association Members which may potentially be cast. (Even if any Owner's voting rights have been suspended, the number of votes constituting the Total Voting Power would include any suspended vote(s).)

"**Trustor**" - The person conveying property in trust.

"**Unit**" - The elements of a Condominium not owned in common with other Owners as defined in California Civil Code Section 4125. Each Unit is designated as a Unit in the Condominium Plan for the Property and is separately identified.

ARTICLE II

10

DIVISION, MAINTENANCE AND INSURANCE OF PROPERTY

Ownership of each Condominium shall include a Unit, an undivided interest in the Common Area, membership in the Association, and any Exclusive Use Common Area(s) appurtenant to such Unit.

2.01 **Units.**

Each Unit consists of all the air space and elements and areas identified as such on the Condominium Plan.

2.02 **Common Area(s).**

- (a) The Property not constituting the Units is the Common Area.
- (b) Each Owner of a Condominium in the Property will receive an undivided interest in the Common Area as shown on each Owner's respective Condominium Grant Deed.

2.03 **Exclusive Use Common Area(s).**

- (a) "Exclusive Use Common Area(s)" are those air space portions of the Common Area(s), more particularly described in the Condominium Plan, for the exclusive use of the Owner(s) of the Unit to which the Exclusive Use Common Area is appurtenant.
- (b) Use of the Exclusive Use Common Area(s) is subject to reasonable restrictions contained in any Governing Documents.
- (c) Portions of the Common Area(s) designed to serve a particular Unit but located outside the boundaries of the Unit, are Exclusive Use Common Areas as set forth in Civil Code Section 4145, if not shown and designated as such on the Condominium Plan.
- (d) As shown and designated on the Condominium Plan, the Declarant hereby reserves garage spaces, designated as "G", to be Exclusive Use Common Areas for the exclusive use of the Unit to which it is conveyed by Grant Deed.

2.04 **Repair and Maintenance of the Property by Owner.**

- (a) In accordance with the Governing Documents, each Owner must maintain, repair, replace, and keep in good orderly condition all of those items set forth in Exhibit C.
- (b) Any damage to any real or personal property in the Project caused by an Owner or an Occupant, even if the damage is to an area otherwise maintained by the Association or another Owner. All the repairs shall be subject to prior approval of the Board;
- (c) No Owner shall make a change to the exterior appearance of a Unit without the prior written approval of the Board in accordance with the Governing Documents and applicable laws.

- 11
- (d) **Notice and Mitigation Regarding Water Intrusion and Mold.** In the event of intrusion of water into any Unit (including, without limitation, as a result of any roof, window, siding, plumbing or other leaks), and whether or not the cause of such leak constitutes a repair issue, the Owner of the affected Unit shall be obligated to immediately notify Association of such event, and Owner shall take all necessary and appropriate action to stop any such water intrusion. Association shall thereafter have the right to inspect the condition, including the right to assess the likelihood of mold and mildew, and to offer recommendations for mitigation of mold or mildew. Each Owner shall be obligated to take all reasonable steps to mitigate any possible spread or accumulation of mold or mildew.

Owner's obligation to inspect the Unit for evidence of mold or mildew and to remedy any such infestation is enforceable by the Association as set forth in the article of this Declaration entitled "Duties and Powers of the Association." Further, failure of any Owner to timely notify Association of any such water intrusion shall be cause to deny future claims against Association relating thereto, which claims could have been mitigated had earlier action been taken.

- (e) An Owner may not do anything that unreasonably increases the level of noise from within the Unit without obtaining the approval of the Board. If an Owner does anything within the Unit that may increase the level of noise or sound that can be heard outside the Unit during normal use and occupancy of the Unit (for example, replacing carpeting with tile or other hard surface), the Owner must first obtain approval from the Board, and upon approval, take all reasonable measures (at own expense) to deaden, insulate or otherwise decrease the level of such noise to the minimum level reasonably possible.
- (f) Any improvements to the interior of a Unit shall be performed by reputable, licensed professionals. An Owner shall assure the Board that all interior improvements to the Unit shall not alter, damage, or impair the structural integrity of bearing walls or any portion of the building's Common Areas.
- (g) Other than in case of emergency, any repair, remodel, or improvement to a Unit or Common Area shall be completed during reasonable hours of operation as established by the Board and set forth in the Rules and Regulations.

2.05 **Repair and Maintenance of the Property by Association.**

- (a) Except as otherwise specifically stated, the Association (not individual Owners) is responsible for maintaining, repairing, modifying, replacing, and altering those items as set forth in the attached Exhibit C.
- (b) The Association shall not be liable for damage to property in the Project resulting from water which may leak or flow from outside of any Unit, any part of the building, or from any pipes, drains, conduits, appliances or equipment from any other place or source, unless caused by the gross negligence of the Association, its Board, officers, its manager or staff.
- (c) The Association's responsibility for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or omission of an Owner, Owner's Occupant(s) or their pets, except if the repair is covered by the insurance carried by the Association, the Association shall be responsible for making the repairs, and the responsible Owner shall pay any deductible pursuant to the insurance policy. If the Owner fails to make such payment, then the Association may make such payment and shall charge the responsible Owner a Compliance Assessment for reimbursement of such payment, which charge shall bear interest as set by the Board (but no greater than the maximum rate allowed by law) until paid in full.

12

Any repairs arising out of or caused by the willful or negligent act of an Owner, or his Occupants, or their pets, the cost of which is not covered by insurance carried by the Association, shall be made by the responsible Owner, provided the Board approves the person actually making the repairs and the method of repair. If the responsible Owner fails to take the necessary steps to make the repairs within a reasonable time under the circumstances, the Association shall make the repairs and charge the cost thereof as Compliance Assessment to the responsible Owner, which cost shall bear interest as set by the Board (but no greater than the maximum rate authorized by law) until paid in full. If an Owner disputes his or her responsibility for the repairs, the Owner shall be entitled to Notice and Hearing as provided in the Bylaws before any charge may be imposed.

2.06 **Association Insurance.**

- (a) The Board shall obtain and maintain the following specified (or equivalent) insurance coverages, provided it is financially reasonably prudent to do so:
- (1) A master or blanket policy of hazard insurance for the full insurable value of all of the Improvements within the Common Areas and those portions of the Units as may be required by FHA, FNMA, FHLMC or their successors. This coverage shall include policy limits of 100% full replacement value of the covered Improvements, excluding foundations, excavations and other items usually excluded from such insurance or endorsements, and shall meet such other requirements as set forth below:
 - (A) The master policy shall include "walls-in" coverage (HO-6 policy) for the interior of Units, including replacement of interior Improvements and betterment coverage, to insure Improvements that may have been made to the Unit, including the following: (i) fixtures, Improvements and alterations that are a part of the building or structure; and (ii) permanently installed appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.
 - (B) The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or its equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild.
 - (C) The policy shall name as insured the Association, the Owners and all Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.
 - (D) Notwithstanding any of the above provisions in this Section, the Board may, after consultation with its insurance professional and if it deems it prudent to do so, purchase coverage with deduction for depreciation and/or coinsurance.
 - (2) Comprehensive public liability insurance in a reasonably prudent amount that covers the Association, Board, Managing Agent, Owners, Occupants and any other agents or employees incident to the ownership or use of Common Area(s) against physical injury, death and property damage arising out of a single occurrence. The Board should consider maintaining insurance in the amount specified by Civil Code Sections 5800 and 5805.
 - (3) If available, an extended coverage endorsement clause known as "Special Form", and a clause that permits a cash settlement to cover the full value of Improvements in case of destruction and a subsequent decision not to rebuild.

13

- (4) At the option of the Board, a fidelity bond that insures the Association for the estimated maximum amount (or at least three (3) months' aggregate Assessments on all Condominiums and reserve funds) that could be affected by the dishonest act of any Member of the Association or Board, managing agent, employee, or Occupant, who handles funds for the Owners' benefit. Fidelity bonds must provide for a ten (10) day written notice of modification or termination to any insurance trustee, and to each FNMA servicer who has filed a written request with the carrier for such notice.
- (5) Workers' compensation insurance, in compliance with all applicable laws (if there are any employees or any workers hired to work in the Common Areas). If contractors are utilized, the Association should require evidence of Workers Compensation insurance and a certificate of insurance verifying Comprehensive General Liability insurance in a minimum amount of \$1,000,000.00, naming the Association as additional insured. The contractor's policy shall have a minimum 30 day notice of cancellation provision.
- (6) Director and officer liability insurance ("D&O") in an amount that satisfies Civil Code section 5800(a). In the absence of gross negligence, intentional misconduct, or fraud, the Association shall indemnify directors and officers from personal liability for claims made as a result of the performance of their duties.
- (7) Any other insurance policy the Association deems appropriate.
- (b) Association insurance policies shall contain the following provisions, if available:
 - (1) Statements that the policies are primary and non-contributing;
 - (2) Statements that an Owner's conduct will not constitute grounds for avoiding liability;
 - (3) Inflation Guard Endorsement (if obtainable at a reasonable cost);
 - (4) Standard Mortgagee clause, and name as Mortgagee FNMA or servicer (if applicable).
- (c) The Board shall consider including in the Association policy earthquake insurance and flood insurance coverage available under the appropriate programs for the National Flood Insurance Agency, or any other such agency.
- (d) Each hazard insurance policy must be written by a carrier who meets FNMA requirements for a "Best Rating".
- (e) Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreement.
- (f) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors, and the Owners and occupants of the Condominiums and Mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide.
- (g) All insurance policies must require a written thirty (30) day notice of modification or termination of coverage from the insurer to the Association,, Owners and their Mortgagees, and any interested party who requests such a notice.
- (h) The Association is not obligated to provide intra-Unit public liability insurance or any protection against risks customarily covered under "homeowners" or "broad form homeowners" policies. Owners shall individually insure against such risks.
- (i) The Board shall adopt policies and procedures regarding the filing and processing of claims for damage and destruction of Common Area Improvements or any other matters covered by insurance maintained by the Association.

14

2.07 **Owner Insurance.**

- a) The insurance maintained by the Association does not cover the personal property in the Units and does not cover personal liability for damages or injuries occurring in the Units. Owners shall be responsible for obtaining such insurance. Owner policies shall provide primary coverage for any claim for damage to or loss of Owner's property, and shall contain no language that the Owner's policy is secondary to the Association's policy, or will not cover a loss because the loss is covered by the Association's policy.
- (b) Any improvements made by an Owner within an Owner's Unit that are separately insured by the Owner shall be limited to the type and nature of coverage commonly known as "improvements insurance". The Owner shall not obtain such insurance if the Association policy provides coverage for such Improvements.
- (c) .All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to the Association provided such waiver is available from the Owner's insurance carrier. Except as provided in this Section, no Owner can separately insure his or her Unit or any part of it, against loss by fire or other casualty covered by the Association's blanket insurance. If any Owner violates this provision, any diminution in insurance proceeds otherwise payable pursuant to the Association's policy that results from the existence of such other insurance will be chargeable to the Owner who acquired such other insurance, and the Owner will be liable to the Association to the extent of any diminution.
- (d) Each Owner shall consider obtaining earthquake insurance and any other insurance for his Unit that he may desire.

ARTICLE III

15

OWNERS GENERAL USE RESTRICTIONS

3.01 **Unit Use.**

- (a) A Unit may only be used for a single Family dwelling.
- (b) An Owner may lease a Unit for residential purposes provided:
 - (1) There is a written agreement;
 - (2) The lease states it is subject to all the provisions of the Governing Documents and that any failure to comply with any provision of this Declaration or the other Governing Documents shall constitute a default under the terms of said agreement;
 - (3) A copy of this Declaration is made available to each tenant or lessee by the Owner so leasing;
 - (4) Owners must give the Board the names and telephone numbers of all Occupants;
 - (5) No Owner may lease a Unit for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of this Declaration;
 - (6) Owners, at all times, are responsible for their Occupant(s)' compliance with all of the provisions of the Governing Documents in the occupancy and use of the Units; and
 - (7) The Association and each Owner shall have a right of action directly against any Occupant for any breach of any provision of the Governing Documents.
- (c) Occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Unit, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors, or an increase in the sound or smell emanating from the Unit.

3.02 **Nuisances.**

- (a) Illegal, offensive, obnoxious actions, or noxious odors that interfere with any Occupant's quiet enjoyment are not permitted anywhere on the Property.
- (b) An Occupant may not cause the level of noise or sound from the Unit to interfere with the quiet enjoyment of an Occupant of another Unit (i.e., loud music or television, shouting, slamming of doors, and other such actions).
- (c) The Board shall have the right to determine if any unreasonable situation, action, odor, noise or other conduct constitutes a nuisance, and to appropriately deal with the situation.
- (d) Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of Occupants of his/her Unit. Any damage to the Common Area(s), personal property of the Association, or property of another Owner, caused by such Occupant(s) shall be repaired at the sole expense of the Owner of that Unit.

16

3.03 **Debris, Trash, Refuse, and Hazardous Materials.**

- (a) Weeds, rubbish, debris, objects or materials of any kind that are unsanitary, unsightly, or offensive may not be placed or permitted to accumulate in any Unit or the Common Area(s).
- (b) No person shall discharge into the Project's sewer system or storm drain any toxic or noxious liquids or materials in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and/or federal law for any clean-up, or cause injury or damage to neighboring property or business elsewhere on the Project.

3.04 **Signs.**

- (a) Subject to Civil Code Sections 712 and 713, and any local ordinance, an Owner may advertise a Condominium for sale or lease with sign(s) of a size, format, and location previously approved by the Board.
- (b) Subject to Civil Code Sections 4705 and 4710, no other sign, poster, display, or advertising device that is visible outside a Unit may be displayed anywhere on the Property without the prior written consent of the Board.

3.05 **Pet Regulations.**

- (a) A maximum of two (2) domesticated pets, as defined in Civil Code section 4715, may be kept in a Unit, provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. The Board may establish rules and regulations governing size and weight restrictions of pets that may be allowed in the Project.
- (b) In addition, small domesticated animals (e.g., birds, hamsters, fish, turtles) may be kept in a contained environment (cage or aquarium), provided they are not kept, bred or raised for commercial purposes, and subject to the following sub-paragraphs of this Section.
- (c) No animal shall be permitted to become a nuisance or create any unreasonable disturbance. If a pet is determined to constitute a nuisance pursuant to the Section entitled "Nuisances," the Board may carry out enforcement measures, including fines and permanent removal of the animal from the Development.
- (d) An animal may only enter the Common Area(s) while on a leash not to exceed six (6) feet in length that is held by a person capable of controlling it. No animal may be tied or left unattended in any Common Area.
- (e) Owners must prevent their pets from soiling the Common Area(s), and are solely responsible for any required clean-up. No pets or animals of any kind may be taken into recreational areas containing swimming pools or spas.
- (f) The Owner of the Unit where the pet is kept shall be responsible for any damage to the Common Area caused by the animal. Any damage caused by cleaning materials or any attempt to remedy such damage shall be the full financial responsibility of said Owner. Each Owner of a pet shall have sole liability for all damages claimed by any person harmed by such animal, and shall defend, indemnify and hold harmless all other Owners, the management company, the Association and the Board of Directors from any and all losses, costs, and liability arising from having any pet on the Property.
- (g) Tenants must obtain approval from the Unit Owner before keeping pets in the Unit. The Owner shall be responsible for a tenant's compliance with any Rules and Regulations regarding animals within the Development. Both the tenant and Owner of the Unit occupied by the tenant shall have joint and several liability for any damage, including personal injury and property damage, claimed by any person harmed by such pet.

- 17
- (h) Notwithstanding the foregoing, no domestic dogs shall be within the Common Area that are deemed by the Board to be vicious or potentially dangerous dogs. All vicious and potentially dangerous dogs must be kept indoors or in a securely fenced area within the Owner's Unit from which it cannot escape, and into which children or other individuals cannot trespass. A dog shall be deemed "vicious" for purposes of this Section if, when unprovoked:
- (1) It has bitten a person (however, a dog may be vicious even though it is not proven to have bitten any person);
 - (2) In an aggressive manner, it inflicts injury on or kills a human being; or
 - (3) It has previously been determined to be and is currently listed as a potentially dangerous dog (as determined by the Board of Directors or local governmental authority) and, after its Owner or keeper has been notified of this determination, it continues to engage in behavior deemed potentially dangerous.
- (i) A dog shall be deemed "potentially dangerous" for purposes of this Section if, when unprovoked:
- (1) 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 dog are off the property of the Owner or keeper of the dog;
 - (2) It has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the Owner or keeper of the dog; or
 - (3) The dog has run loose or, if leashed, was not under the control of a responsible person on two occasions per sub-paragraph (d) above.
- (j) The Association shall have the right to cause a dog found to be in violation of any provision of this Section to be removed from the Property and to enforce this Section pursuant to the terms of Article V of this Declaration and the Bylaws or any other provision or amendment thereto.

3.06 California Vehicle Code and Parking Regulations.

The Board has the power to: (a) establish rules and regulations concerning parking, (b) prohibit any vehicle parking or operation in the Project if it determines in its sole discretion that the activity is a nuisance, (c) enforce all parking and vehicle use regulations applicable to the Project, including removal of violating vehicles in accordance with California Vehicle Code Section 22658 or other applicable laws.

3.07 Exterior Lighting.

Any exterior electrical, gas or other artificial lighting installed on any Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Unit. Further rules regarding exterior lighting may be promulgated by the Board.

3.08 Antennas and Satellite Dishes.

- (a) No television, radio, data transmission poles, antennas, other than those approved by the Board and any replacements, shall be built, erected, or maintained on or within the Common Area or the exterior surface or roof of any building.

- 18
- (b) Despite the foregoing, each Owner shall have the right to install and maintain a video or television antenna or satellite dish that has a diameter or diagonal measurement of 40 inches or less, as long as the proposed location, installation, equipment, and cable run for such antenna or satellite dish complies with standards established by the Board or, if no standards have been established, the Owner obtains the prior written approval of the Board for the proposed location, installation, equipment, and cable run of the video or television antenna or satellite dish. The Board may include in its standards or as a condition to any approval reasonable restrictions that do not significantly increase the cost of the video or television antenna system, including all related equipment, or significantly decrease its efficiency or performance, including without limitation restrictions or conditions applicable to the installation or location of a video or television antenna or satellite dish on or within any portion of the Common Area and a restriction or condition that the antenna or satellite dish shall not be visible from any portion of the Common Area, including streets. However, such standards or prior approval shall not apply or be required if the antenna or satellite dish is installed within completely enclosed portions of the Owner's Unit. The restrictions imposed by this Section shall be deemed to be modified as needed to conform to any existing or future federal or state law or City ordinance which conflicts with or prohibits any of the provisions of this Section.

3.09 Air Conditioners and Other Equipment.

- (a) Air conditioners, heating, cooling, ventilating equipment and all other mechanical, lighting, or electrical devices shall be so operated and located so that they do not disturb the peace, quiet, and comfort of neighboring Occupants residing in Units and shall be screened, shielded and/or sound buffered from surrounding Units, streets and other portions of the Common Area. All such equipment must be installed and operated in accordance with all applicable provisions of the local ordinances and any other applicable requirements.
- (b) No wiring insulation, air conditioning, heating, or other machinery or equipment other than that approved in accordance with the requirements of this Declaration, and their replacements shall be constructed, erected or maintained on any Unit or Common Area.

3.10 Use/Alteration Affecting Insurance Rates.

- (a) Acts that threaten cancellation or an increase of insurance rates for the Property may not be committed without Board approval.
- (b) If a particular Owner's use or activity is the cause of increased insurance rates, the responsible Owner is personally liable for the additional insurance premiums for the Association.

3.11 Sound Attenuation.

Acoustical privacy is in the mutual interest and benefit of all Owners, lessees, and other Occupants of the Property. Acoustical privacy can only be achieved through understanding and compliance with certain limitations and restrictions. It is recognized that total isolation from an adjacent Unit in a manner comparable to a detached single-Family residence is difficult if not impossible to attain. There will usually be some awareness of one's neighbors and ambient noise from other Units due to common walls. Efforts have been made in the basic design of the Property to alleviate airborne noise, structure-borne noise and impact noise transmission from and to each Unit but will not eliminate all noise and sounds. Modification of design of the structures or related components thereof by any Unit Owner, or installation of noise generating instruments or equipment, could then alter the noise level. The following restrictions are intended to maximize the acoustical privacy of all Owners and other Occupants of the Property.

- 19
- (a) Impacts from Improvements: Noise Study. Any Improvement, equipment, or activity which may create noise impacts for any Unit or Common Area shall be subject to the strict noise reduction requirements and guidelines set forth herein and/or in any guidelines adopted by the Board or the Association from time to time (the "Noise Guidelines"). The Board and/or the Board shall have the right to request that any Owner desiring to install any such Improvements or equipment submit the results of a noise study prepared by a qualified consultant reasonably acceptable to the Board or the Board, as applicable.
- (b) The Noise Guidelines shall include, but not be limited to, the following:
- (1) Any holes or other penetrations made in walls, floors or ceilings in Units shall comply with the Architectural Guidelines established by the Board, but may not in any instance affect the structural integrity of the building or cause damage to the other Units or Common Area.
 - (2) No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Unit.
 - (3) Loudspeakers for music reproduction and television sound shall (i) not be supported from or contact made to walls between adjoining Units, and (ii) shall be elevated from the floor by a proper acoustic platform.
 - (4) Pianos shall have proper support pads to minimize vibration transmission into the structure.
 - (5) Resilient pads must be placed under all washing machines and dishwashers in order to avoid transmitting vibration to other Units.
 - (6) Furniture used for hard surface flooring shall contain rubber castors or felt pads.
- (c) Prior to installing any improvement, equipment, or performing an activity which may create noise impacts for any Unit, the Owner or Occupant of said Unit shall submit a written description to the Board of the measures that the Owner intends to take to ensure that said equipment or instrument shall not disturb the Owners and other Occupants within the building (the "Noise Reduction Measures"). Said Noise Reduction Measures may include, among other things, using suitable mounting and/or vibration isolation products to preclude noise and vibration transmission to other Units. The Board shall review the proposed Noise Reduction Measures submitted by an Owner or an Occupant of a Unit and, if the Board, in its sole discretion, determines that said measures will be adequate to minimize noise, the Board shall provide written notice of approval to said Owner or Occupant within thirty (30) days of receipt of the Noise Reduction Measures. If the Board, in its sole discretion, determines that the Noise Reduction Measures are inadequate, then the Owner shall be prohibited from making the desired installation. The Board may recommend additional or alternative reasonable measures. If the Board fails to provide written notice to the Owner or Occupant within said sixty (60) day period, it shall be conclusively presumed that the Board has approved the Noise Reduction Measures.
- (d) Noise Field Testing. In the event a complaint is made for non-compliance with the Noise Guidelines, the Board or the Board may retain the services of a recognized acoustical engineer to field test the area of complaint. The costs shall be chargeable to the complaining party in the event the field test shows that conditions meet the criteria of the applicable guidelines. If such field tests show non-compliance, then the costs of the testing shall be borne by the offending party. In the event an Owner or Occupant fails to comply with the provisions of this Section or any Noise Guidelines (a "Noise Violation"), the Association shall have the right, after Notice and Hearing and reasonable opportunity to cure such Noise Violation as determined by the Board pursuant to this Section, to enter into the Owner's Unit or Exclusive Use Common Area for the purpose of remedying the Noise Violation. The Association shall not be liable to trespass in connection with such entry. At any hearing on a noise issue, the Owner will have an opportunity to discuss with the Board the merits of the claims set forth in the Association's original notice of

Noise Violation, and the Board will determine what action, if any needs to be taken by the Owner to remedy the Violation and the time within which it must be accomplished. The cost to the Association of remedying such Owner's failure to comply with the provisions of this Section, as well as any damages suffered by the Association with respect thereto, shall be assessed to the Owner as a Reimbursement Assessment.

20

- (e) Other Devices. Many other devices or uses or misuses thereof, can likewise be the cause of unacceptable sound or vibration in adjacent Units including, but not limited to, rotating, oscillating or vibrating devices. Owners are forewarned and on notice that the criteria for acoustical privacy set forth herein, shall apply for any condition resulting in annoyance and complaint by other Unit Occupants within the Property.
- (f) Indemnity. In the event that any Owner does not comply with the Noise Guidelines set forth herein, irrespective of any approval by the Board, all Owners shall indemnify, defend and hold harmless the Association, the Board and the Board from any claims for defects, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) arising out of, caused by, or associated with such non-compliance.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

21

4.01 **Membership.**

Every Owner is automatically an Association Member.

4.02 **Voting Rights and Requirements.**

- (a) Ownership of a Condominium entitles the Owners to one (1) vote for each Condominium owned.
- (b) Co-Owners shall have the following voting rights:
 - (1) Each Co-Owner has an indivisible interest in a single Membership.
 - (2) Each Unit's vote is cast as a single unit, without fraction. If Co-Owners cannot unanimously agree how to cast their vote, they forfeit their right to vote on the matter in question.
 - (3) If a Co-Owner casts a vote representing a certain Unit, it will be presumed for all purposes to be a vote with the authority and consent of all other Co-Owners of the Unit.
- (c) After Notice and Hearing as provided for in the law, the Board has the right to suspend the voting rights of any Owner in default or in violation of any provision of the Governing Documents.

4.03 **Transfer of Membership.**

In connection with any transfer or change of ownership of any Unit, the Association and each Owner must comply with Civil Code Section 4525.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

22

5.01 Specific Association Duties and Powers.

The duties and powers of the Association are those set forth in the Governing Documents, together with its general and implied powers as a nonprofit mutual benefit corporation, generally to do all things which are necessary or proper for the peace, health, comfort, safety and general welfare of its Owners, including the following:

- (a) Enforce the applicable provisions of the Governing Documents and other instruments for the ownership, management and control of the Project.
- (b) Contract for goods and/or services for the Common Areas (not including Exclusive Use Common Areas), facilities, and interests, or for the Association subject to the limitations set forth below.
- (c) Borrow money with the assent of sixty-seven percent (67%) of the voting power, and/or to mortgage, pledge, or otherwise hypothecate any of its real or personal property as security for money borrowed or debts incurred.
- (d) Exercise any powers normally exercised by residential homeowner associations under the laws of the State of California.

5.02 Right of Entry.

- (a) The Association has the right to enter any Unit or Exclusive Use Common Area to determine compliance with the Governing Documents and to perform its duties, including the duties to maintain the building's common structures and to enforce the Governing Documents.
- (b) In case of emergency, or by Court order, a Unit may be entered immediately.
- (c) Absent an emergency or Court order, a Unit or its Exclusive Use Common Areas may only be entered at reasonable hours after the Owner has received three (3) days' written notice. The written notice of entry must state explicitly the Associations reason(s) for the necessity to enter any Unit or Exclusive Use Common Area.
- (d) Entry must be made with as little inconvenience as possible to the Owner/Occupant and without a breach of the peace. If the Association has reason to expect a breach of the peace upon entry, it may take such preventive steps as it deems necessary, including obtaining the assistance of law enforcement.

ARTICLE VI

23

COVENANTS FOR ASSESSMENT

6.01 **Assessments.**

- (a) Assessments may be levied by the Association for improvement and maintenance of the Common Area(s), administration of the Property, and to promote the recreation, safety, and welfare for the common good of all the Owners.
- (b) Assessments and related interest, collection costs, and reasonable attorneys' fees are the personal obligations of the Owner, but are not the personal obligation of successors in title unless expressly assumed by them. The Condominium remains subject to any Assessment liens of record, except upon Foreclosure of a First Mortgage, as stated in the Article entitled "*Mortgagee Protection*".
- (c) Pursuant to Civil Code Section 5600(b), the Association may not collect an Assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

6.02 **Due Dates of Assessments.**

Regular Assessments shall be due and payable in any reasonable manner established by the Board.

6.03 **Assessment Rate.**

All Assessments, both Regular and Special, shall be charged to and divided among the Condominiums, as set forth in attached Exhibit "D."

6.04 **Assessment Duties of the Board of Directors.**

The Board must levy Regular and Special Assessments in compliance with Civil Code Section 1366.

6.05 **Effect of Nonpayment of Assessments: Delinquency and Remedies of the Association.**

- (a) An Assessment is delinquent ("Delinquent Assessment") if not paid within fifteen (15) days after the due date. A Delinquent Assessment includes:
 - (1) A late charge imposed by the Board to the maximum amount in accordance with California Civil Code Section 1366 (or any successor statutes);
 - (2) Reasonable collection costs and attorney's fees; and
 - (3) Interest on all costs and charges at the maximum permissible rate, commencing thirty (30) days after the Assessment is due.
- (b) Delinquent Assessments and related costs will be a continuing lien on the relevant Condominium when a "Notice of Delinquent Assessment" is recorded against an Owner's fee interest in a Condominium.

- 24
- (c) Notwithstanding the foregoing, a Compliance Assessment imposed by the Board as a disciplinary measure for failure of an Owner to comply with the Governing Documents may not become a lien against the Owner's Unit enforceable by a sale of the Unit in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code. However, this does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for Delinquent Assessments and/or charges to reimburse the Association for the loss of interest or for costs reasonably incurred including attorney's fees in its efforts to collect other Delinquent Assessments.
- (d) In addition to all other legal rights and remedies, the Association may:
- (1) Bring legal action against an Owner who is personally obligated to pay the Assessment and charges (without foreclosing or waiving any lien security);
 - (2) Judicially foreclose the lien against the Condominium, including the Assessment, interest, collection costs and late charges;
 - (3) Foreclose the lien by power of sale in accordance with California Civil Code Sections 2924-2924h, or any other lawful manner;
 - (4) Bid on the Condominium through authorized agents at the Foreclosure sale, to acquire and thereafter to hold, lease, mortgage or convey; or
 - (5) Temporarily suspend the voting rights of the Owner in accordance with the provisions of this Declaration.

6.06 **Waiver of Exemptions.**

Each Owner, to the extent permitted by law, waives, the protections of any declared homestead or homestead exemption under the laws of the California as applied to any action to enforce the assessments levied by the Association.

25

ARTICLE VII
ARCHITECTURAL CONTROL

The following only apply to the exterior appearance of a Unit.

7.01 Approval by the Board.

- (a) Any exterior alteration or improvement or change to the exterior of a Unit anywhere on the Property (including any Common Area) must first be approved in writing by the Board.
- (b) Complete plans and specifications must be submitted in writing to the Board showing plot layout, materials, sizes, color, design and landscaping, and with the signature of the Owner.

7.02 Certain Procedures for the Board.

- (a) If the Board fails to rule on a proposal within thirty (30) days after complete plans and specifications have been submitted as outlined below, the plans will be considered automatically approved.
- (b) Complete plans and specifications must be either:
 - (1) Personally delivered to a Board Member; or
 - (2) Mailed postage prepaid, certified mail, return receipt requested to the Board at its current address.

7.03 Enforcement by Owners.

If the Association fails to take corrective action within a reasonable period of time after knowledge of a violation, an Owner may take legal action to enforce these provisions.

7.04 No Waiver.

Board approval of a proposal does not limit the Board's right to withhold approval for similar proposals.

7.05 No Liability.

The Association and Board (including officers, directors, employees, agents and Members) have limited liability for loss, damage or injury connected with the Board's duties, if there is evidence of willful misconduct or bad faith (in which case only the guilty person(s) are liable).

7.06 Review Standards.

- (a) The Board must approve or reject plans and specifications submitted for proposed construction or alteration based on:

26

- (1) Aesthetic aspects of design, placement, landscaping, color, finish, materials, and harmony with existing structures; and
 - (2) Overall benefit or detriment to the Property and the area immediately surrounding the Unit involved.
- (b) The Board is not responsible for approval of plans from the standpoint of structural safety or conformance with building codes.
- (c) Board approval of solar heating units may not be withheld unreasonably.

7.07 **Rules and Regulations.**

The Board may adopt, amend and repeal reasonable Rules and Regulations to implement the provisions hereof.

ARTICLE VIII

MORTGAGEE PROTECTION

27

8.01 **Subordination of Lien and Foreclosure.**

- (a) Any lien for Regular or Special Assessments created or claimed in this Declaration:
 - (1) Is subject and subordinate to the rights of any First Deed of Trust that encumbers any part of the Property made for value in good faith; and
 - (2) May not in any way impair or invalidate the obligation or priority of a First Mortgage unless expressly subordinated in writing by the Mortgagee. The signing of any Mortgagee to any subordination by lienholder included in this Declaration shall not constitute said lienholder's subordination to any future Assessment lien.
 - (3) The provisions of this paragraph (a) do not preclude other mortgagee protections provided by California law.
- (b) No breach of any provision of Declaration, nor the enforcement of any of its lien provisions, nor the Foreclosure of any lien created by or claimed under this Declaration, shall invalidate, affect or impair the lien of any Mortgage made in good faith and for value; but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through Foreclosure sale, trustee's sale, or otherwise.
- (c) Upon Foreclosure of a First Mortgage, the purchaser:
 - (1) Will take the Condominium title free of any Assessment lien accrued up to the time of the Foreclosure sale, except that in the event the net sale proceeds exceed what is owed on all encumbrances prior to the Assessment lien, the Association shall be entitled to receive payment on any Assessment lien; and
 - (2) Is only obligated to pay Assessments or other Association charges accruing after the title to the Condominium is acquired.
- (d) Any First Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or by deed in lieu of Foreclosure shall not be liable for more than six (6) months of the Unit's unpaid Regular Assessments or charges accrued before acquisition of the title to said Unit by the Mortgagee.

8.02 **Mortgagees Are Not Required to Cure Certain Breaches.**

A First Mortgagee who acquires title by Foreclosure or by a deed in lieu of Foreclosure or assignment in lieu of Foreclosure shall not be obligated to cure an existing breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

8.03 **Effect of Breach of Declaration.**

- (a) Breach of this Declaration may not:
 - (1) Cause any forfeiture or reversion of title; or
 - (2) Create any right of re-entry other than as provided for in this Declaration.

- 28
- (b) Breach of this Declaration may be enjoined or abated by court action by the Association, or any Owner, and damages may also be awarded provided that:
 - (1) The violation does not impair or invalidate the Mortgage lien or Deed of Trust made for value in good faith; and
 - (2) This Declaration binds any Owner whose title is derived through Foreclosure, trustee's sale or otherwise.

8.04 Exemption From Right of First Refusal.

- (a) Any right of first refusal or option to purchase a Condominium that may be granted to the Association or other party may not impair the rights of a First Mortgagee to do any of the following:
 - (1) Foreclose or take title to a Condominium, pursuant to the remedies provided in the Mortgage;
 - (2) Accept a deed (or assignment) in lieu of Foreclosure in the event of default under the Mortgage; or
 - (3) Sell or lease a Condominium acquired by the Mortgagee.
- (b) No right of first refusal or similar restriction may be placed on an Owner's right to sell, transfer, or otherwise convey a Condominium, unless the Mortgagee, if any, grants written consent for the restriction.

8.05 Restrictions on Certain Changes.

- (a) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of Owners and at least fifty-one percent (51%) of the votes of Eligible First Mortgagees (based on one vote per Unit for each Eligible First Mortgage held) must give written approval before the Association may do any of the following:
 - (1) Alter the method of determining Assessments or other charges levied against an Owner.
 - (2) Change, waive or abandon any regulations or enforcement pertaining to the architectural design, the exterior appearance or the maintenance of the Units or the Common Area(s).
 - (3) Fail to maintain Fire and Extended Coverage on insurable Common Area(s) as specified in this Declaration.
 - (4) Amend the Governing Documents concerning any material provision, including but not limited to the following:
 - (A) Voting rights;
 - (B) Reductions in reserves for maintenance, repair, or replacement of the Common Area improvements;
 - (C) Responsibility for maintenance and repairs;
 - (D) Reallocation of interests in the Common Area or Exclusive Use Common Area or rights to their use;
 - (E) Redefinition of any Unit boundary;

- (F) Convertibility of Units into Common Area or Common Area into Units;
- (G) Expansion or contraction of the Project or the addition, annexation, or withdrawal of property to or from the Project;
- (H) Hazard or fidelity insurance requirements;
- (I) Imposition of any restrictions on the leasing of Units except as provided herein;
- (J) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (K) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration;
- (L) Any provisions that expressly benefit mortgagees, insurers, or guarantors; or
- (M) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

(b) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of the votes of the First Mortgagees (based on one vote per Unit for each Eligible First Mortgage held), and at least sixty-seven percent (67%) of Owners, must give written approval before the Association may, by act or omission, do any of the following:

- (1) Abandon, partition, subdivide, encumber, sell or transfer any portion of a Unit or Common Area (other than granting easements as specified in this Declaration);
- (2) Partition or subdivide any Unit;
- (3) Seek to abandon or terminate the legal status of the Property;
- (4) Use hazard insurance proceeds for losses to the Property (Unit or Common Area) for other than repair, replacement or reconstruction of the Property;
- (5) Change the pro rata interest or obligation of any Unit for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each Owner in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner;
- (6) Change or alter the priority of any liens created by or claimed under this Declaration;
- (7) Modify or amend any provisions that are for the express benefit of First Mortgagees, insurers or governmental guarantors of First Mortgages;
- (8) Modify or amend any provisions of this Declaration regarding insurance;
- (9) Modify or amend any provisions of this Declaration which is a requirement of the FHA, VA, GNMA, FHLMC or FNMA.

(c) An Eligible First Mortgagee's approval will be considered granted if a negative response is not delivered to the Board within sixty (60) days after the Eligible First Mortgagee receives notice of the proposed action, provided notice was delivered personally or by certified or registered mail, return receipt requested.

(d) Any addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

30

8.06 **Inspection of Association Books and Records.**

Any First Mortgagee has the right to examine the books and records of the Association during business hours and after notice to the Association. Any First Mortgagee shall be entitled, upon written request, to have an audited financial statement for the immediately preceding year, free of charge to the party so requesting.

8.07 **Condemnation Awards and Insurance Proceeds.**

Condemnation awards or insurance proceeds for losses to or taking of Units or Common Areas shall be distributed to the Owner(s) in proportion to the fair market value of their Unit, provided that if at the time of distribution there is a Mortgage on any individual Unit, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Unit is mortgaged. Any provision to the contrary in this Declaration, the Bylaws, or other Governing Documents is to such extent void.

8.08 **Loss Payable Endorsement.**

All applicable fire, physical loss or extended coverage insurance policies must contain loss payable clauses naming the Mortgagees who encumber the Condominiums.

8.09 **Mortgagee's Right to Attend Meetings.**

Any Mortgagee may appear at Association and Board meetings, but is not eligible to vote except as provided in Section 8.05.

8.10 **Payments by Mortgagees.**

(a) First Mortgagees may pay the following jointly or severally:

- (1) Taxes or other charges in default which may be a charge against any part of the Common Area(s); and
- (2) Overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy for the Common Area(s).

(b) Upon such payments, the Association:

- (1) Owes immediate reimbursement to First Mortgagees making such payments; and
- (2) Must, upon Mortgagee's request, execute an agreement that reflects the First Mortgagees' entitlement to such reimbursement.

8.11 **Notices to Mortgagees.**

(a) Each Eligible First Mortgagee is entitled to timely written notice of:

- (1) Any condemnation or casualty loss that affects a material portion of the Project or the Unit securing its Mortgage;
- (2) Any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the Mortgage or any other breach or default under the Governing Documents by the Owner of any Unit on which it holds the Mortgage;

- 31
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
 - (4) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees.
- (b) To obtain the information above, the Mortgagee, insurer or guarantor must send a written request to the Association, stating both its name and address and the Unit number or address of the Unit for which it has the Mortgage.

8.12 **Loan to Facilitate Resale.**

Any First Mortgage given to secure a loan to facilitate the resale of a Unit after acquisition by Foreclosure, or by a deed in lieu of Foreclosure or by an assignment in lieu in Foreclosure, shall be deemed to be a loan made for value in good faith and entitled to all of the rights and protections of First Mortgages under this Declaration.

8.13 **Control if Mortgagee Protections Conflict With Other Provisions.**

In the event of any conflict between any of the provisions of this Article and any other provisions of this Declaration or the Governing Documents, whether now or as hereafter amended, the provisions of this Article shall control.

ARTICLE IX

32

DESTRUCTION OF IMPROVEMENTS

9.01 **Restoration of the Property.**

If there is damage or destruction of improvements to the Common Area:

- (a) If insurance proceeds cover at least eighty-five percent (85%) of restoration costs, the Association shall cause Common Area damage to be repaired unless seventy-five percent (75%) of the Total Voting Power elect not to repair.
- (b) If insurance proceeds cover less than eighty-five percent (85%) of restoration costs, then the vote (or written assent) of seventy-five percent (75%) of the Owners and Mortgagees must approve proceeding with restoration. A Special Assessment shall be levied by the Board against each Condominium, to pay for the difference between insurance proceeds and the actual costs.
- (c) If the estimated cost of repair does not exceed ten thousand dollars (\$10,000.00), the Board must cause the repair to occur without the consent of Members irrespective of the available amount of insurance proceeds. The Board is empowered to levy a Special Assessment if necessary as described herein.
- (d) If the Owners and Mortgagees determine that restoration costs would be substantial and reconstruction would not be in their best interests, the Owners may proceed as provided below.

9.02 **Sale of Property and Right to Partition.**

If the Association elects not to rebuild, an independent M.A.I. (Member Appraisal Institute) appraiser (or an appraiser of comparable experience) shall determine the relative fair market values of all condominiums as of a date immediately prior to any damage or destruction and the proceeds of insurance shall be apportioned among all Owners, and their respective Mortgagees, in proportion to such values.

9.03 **Notice to Owners and Listed Mortgagees.**

Immediately upon learning of any material damage or destruction to the Common Property or any Unit, the Board must notify all Owners, and Mortgagees, insurers or guarantors of any relevant Mortgagees who have filed a written request for Board notice (see "Mortgagee Protection" Article).

ARTICLE X

CONDEMNATION

33

10.01 Representation by the Board in Condemnation Proceedings.

In case any portion of the Common Area is taken by condemnation or sale by eminent domain the Board will be the representative of all Owners in any action to recover awards and all aspects of condemnation proceedings.

10.02 Distribution of Award.

- (a) In case of condemnation or sale by eminent domain, the Board must distribute any award according to these provisions (after deducting fees and expenses related to the condemnation proceedings).
- (b) Any award must first be distributed to the Owner(s) in proportion to the fair market value of their Condominium, provided that if at the time of distribution there is a Mortgage on any individual Condominium, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Condominium is mortgaged.
- (c) If condemnation judgment apportions the award among the Owners and Mortgagees, the Board will distribute the remaining amount (after deductions above) according to the terms of the judgment allocation.
- (d) If by sale under threat of condemnation (or if the judgment of condemnation fails to apportion the award), the Board will distribute the award based upon relative values of the affected Condominiums as determined by an independent M.A.I. appraiser(s) hired by the Board and approved by fifty-one percent (51%) of the Mortgagees. If said percentage of Mortgagees do not approve, then any Mortgagee may hire an M.A.I. appraiser at their own cost, and the award amount will be calculated based upon the average of all appraisals obtained.
- (e) The determination of the appraiser(s) of each Condominium's value and degree of affect by the proceedings will be final and binding on all Owners and Mortgagees.

ARTICLE XI

**COVENANT AGAINST PARTITION AND RESTRICTION ON SEVERABILITY OF
CONDOMINIUM COMPONENT INTEREST**

34

11.01 **No Partition; Exceptions; Power of Attorney.**

- (a) An Owner may not bring an action for partition of the Common Area by sale except as provided in California Civil Code Section 4610 (or any similar statute in effect at the time).
- (b) These provisions do not prevent a judicial partition between co-tenants of a Condominium.
- (c) Subject to obtaining the prior approval by vote or written consent of seventy-five percent (75%) of the Owners and seventy-five percent (75%) of all Institutional First Mortgagees, the Association (through its Board) has irrevocable power of attorney for the following circumstances:
 - (1) To sell the Property for the benefit of Owners and Mortgagees when partition takes place under California Civil Code Section 4610; and
 - (2) Only after a certificate executed by a majority of Board Members is recorded which states that power of attorney is duly exercisable under the circumstances.

11.02 **Proceeds of Partition Sale.**

- (a) Whenever an action is brought for partition by sale, the Owners will share the proceeds in the same proportion as the relative values of each Condominium, determined by comparing its fair market value on partition date (established by an M.A.I. Appraiser selected by the Association) to the fair market value of all Condominiums in the Property on that date.
- (b) If applicable, distribution of partition sale proceeds must be adjusted to reflect prior condemnation awards or insurance proceeds paid to Owners and Mortgagees.

11.03 **No Separate Conveyance of Condominium Components.**

- (a) An Owner may not sever, sell, convey or encumber a Condominium's component interests, such as the undivided interest in the Common Area from the Unit. An Owner may transfer ownership of a parking space to another Owner.
- (b) The provisions of the Section terminate when a partition is decreed, either judicial or in accordance with this Article.

ARTICLE XII

EASEMENTS

35

12.01 Certain Easements for Association.

- (a) The Association has, and may grant, nonexclusive easements and rights of way for ingress, egress and access to all portions of the Property as reasonably required to perform its maintenance obligations and other duties established in this Declaration, and further has utility and drainage easements as hereinafter provided to maintain the health, safety, convenience and enjoyment of the Units and Common Area(s).

- (b) The Association shall have the right and power to grant and convey to any third party, easements and rights of way in, on, over or under the Units and the Common Area for the purpose of construction, erection, maintenance, repair, replacement, removal and inspection of present and future utilities, including but not limited to pipelines, sewer, water and gas lines, drain pipes, utility and telephone lines, meters and related facilities, lines, cables, wires or other conduits or devices for water, gas or cable television, electricity, power, telephone and other purposes and any other similar public or quasi-public improvements or facilities, and each purchaser, by acceptance of a deed to his Unit, expressly consents to such easements. However, no such easement shall be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his Unit.

36

ARTICLE XIII

ENFORCEMENT

13.01 Enforcement of Governing Documents.

- (a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents and shall be entitled to recover from any Owner against whom such restrictions, conditions, covenants, rule, reservations, liens and charges are enforced, all costs and reasonable attorneys' fees incurred thereby.
- (b) Notwithstanding anything to the contrary, the Board, in the exercise of its business judgment, may elect not to enforce the Governing Documents in situations where the alleged violation(s) arise out of a dispute between neighbors, and, based on the facts surrounding such dispute the Board determines: (1) the alleged violation cannot be objectively verified, or is de minimis; (2) the alleged violation does not affect more than a single Owner; and (3) it is economically imprudent for the Association to pursue the enforcement of the alleged violation(s) in such instance.
- (c) In no event shall the Board's decision not to become involved in a particular dispute in the Project constitute a waiver of the right to enforce thereafter any or all of the provisions of the Association's Governing Documents.

13.02 Notice of Violation.

- (a) Unless prohibited by law, in the event of a violation of the Governing Documents, the Association may, if permitted by applicable law, record a Notice of Violation against the Unit of the non-complying Owner and/or the non-complying lessees, other residents of a Unit, or guests of the Occupant of a Unit, etc. Upon recording a Notice of Violation, the Association shall have complete discretion in deciding whether, when and how to proceed with enforcement, and any delay after recording a Notice of Violation shall not give rise to a defense of waiver or estoppel in favor of a non-complying Owner.
- (b) The Association may take action to enforce compliance against a subsequent Owner who acquires a Unit with a recorded Notice of Violation. The right of the Association to record a Notice of Violation shall be in addition to all other rights and remedies the Association may have at law or under the Governing Documents.

13.03 Failure Not a Waiver.

The failure of any Owner, the Board, the Association or its officers or agents to enforce any of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter. No such failure shall result in or impose any liability upon the Board, or any of its officers or agents. Waiver or attempted waiver of any provision of this Declaration or the Association's other Governing Documents with respect to any Unit shall not be deemed a waiver thereof as to any other Unit, nor shall the violation of any provision hereof or thereof in respect to any Unit or Units affect the applicability or enforceability of any provision of this Declaration in respect of any other Unit. A waiver of any enforcement right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenants, condition or restriction contained herein which is expressly set forth as being waived in such writing.

13.04 **Nuisance.**

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

13.05 **Discipline for Breach.**

After notice and a hearing as provided in herein, the Board may do the following:

- (a) **Suspend Rights.** Suspend an Owner's voting rights and/or the right to use the recreational facilities located within the Common Area (other than the right of ingress and egress to the Owner's Unit): (i) for the period during which any Assessment, including any monetary penalty against such Owner's Unit, remains unpaid and delinquent, and (ii) for a period not to exceed thirty (30) days, or for as long as the violation continues for any other infraction of this Declaration, the Bylaws or the published Rules and Regulations of the Association committed by any Owner, or such Owner's guests, servants, family members, tenants or invitees.
- (b) **Impose Monetary Penalties.** Impose a monetary penalty on any Owner in such amounts as determined by the Board as more fully described in a schedule of monetary penalties set forth in the Rules and Regulations adopted and amended by the Board from time to time, for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. The Board shall distribute to the Members, by personal delivery or first class mail, a copy of the schedule of monetary penalties adopted by the Board, and any amendments thereto. Subject to other provisions herein, the Association and the Board shall have the same rights and remedies, including lien, foreclosure, late charge and interest rights, or seeking judicial enforcement for the enforcement and collection of monetary penalties as they have for the enforcement and collection of Assessments and any monetary penalty provided for herein shall be deemed to be a Special Assessment. Any infraction or violation of an ongoing nature shall subject the violating Owner to a continuing monetary penalty which may be assessed on a daily basis until the infraction or violation in question has been remedied.
- (c) **Judicial Relief.** Seek judicial relief for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees, provided, however, that in a situation where injury to persons or property is immediately threatened, the Board may seek judicial relief without first complying with the notice and hearing provisions of herein.

13.06 **Notice and Hearing.**

- (a) **General Provisions.** The Board shall have the right to establish and from time to time to modify the rules and regulations for allowing an Owner a hearing for an alleged violation of this Declaration, the Bylaws or the Association's Rules and Regulations where such Owner may have such Owner's voting rights or common area privileges suspended and/or have a monetary penalty imposed. Such rules or regulations established and maintained by the Board shall be fair and reasonable, as required pursuant to California Corporations Code Section 7341 or any successor section thereto, and shall comply with Civil Code Section 5855 or any successor section thereto. The foregoing rules and regulations may be enforced against any Owner or such Owner's tenants and the Owner's and tenant's privileges may be suspended for any violations as provided herein and/or the Board may impose a reasonable monetary penalty.

(b) Procedures. Notice and a hearing regarding monetary penalties, suspension of privileges, and any other disciplinary measures taken under this Declaration or the Association's other Governing Documents shall be accomplished as follows:

- (i) Right to be Heard. The Owner being penalized shall be given an opportunity to be heard, either orally or in writing, at an executive session Board meeting;
- (ii) Notice. Notice of the hearing shall be given either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records at least ten (10) days prior to the hearing. The notice shall contain, at a minimum, the date, time and place of the hearing, the nature of the alleged violation, the proposed monetary penalty or sanction, and a statement that the Owner has the right to attend the hearing and to address the Board at the hearing;
- (iii) Procedure for Hearing. At the hearing, the Owner so charged shall have the right to be heard by the presentation of oral or written evidence and arguments. If the Owner fails or refuses to attend the hearing, the Board may decide the matter in such Owner's absence;
- (iv) Decision of Board. Following the hearing, the Board shall decide whether the Owner shall in fact be penalized or sanctioned or assessed for damages, as applicable;
- (v) Notice of Decision. Within fifteen (15) days of the hearing, the Board shall notify the Owner of its decision and the reasons therefore, either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records.

13.07 Remedies Cumulative.

Each remedy provided for by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies whether provided for by this Declaration or otherwise shall be cumulative and not exclusive. In addition, except for the nonpayment of any Assessments provided for herein, it is hereby expressly stipulated that the remedy at law to recover damages for the breach or violation of this Declaration and/or the Association's other Governing Documents is inadequate and that appropriate relief shall be awarded to enjoin any such breach or violation.

13.08 Joint and Several Liability.

In the case of joint ownership of a Unit, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

13.09 Attorneys' Fees.

In the event that the Association takes action to enforce or interpret the Governing Documents, to restrain violations or to determine the rights and duties of any person under the Governing Documents, whether or not such action is in the form of a formal court proceeding or by involvement of the Association's legal counsel, the Association shall be entitled to actual attorneys' fees and costs plus, in the case of a proceeding, any other relief awarded.

ARTICLE XIV

AMENDMENT

39

14.01 Amendment.

- (a) This Declaration may only be amended in the following ways (and subject to the Article entitled "Mortgagee Protection"), by a signed, written instrument by two Association officers certifying that the relevant amendment has been approved by Owners representing at least sixty-seven percent (67%) of the total number of Condominiums.
- (b) Any amendment shall be properly recorded in the relevant County Recorder's Office.
- (c) The percentage of Owners needed to amend this Declaration may not be less than the percentage of affirmative votes prescribed for action to be taken under the relevant provision.
- (d) An Owner or the Association may petition the Superior Court for an order reducing the percentage of affirmative votes needed to amend this Declaration (pursuant to Civil Code Section 4725, or any successor statutes).
- (e) Notwithstanding any other provisions in this Declaration, the Board may unilaterally amend this Declaration, without the vote of the Membership, by recording a written instrument signed by two officers in order to correct any typographical or clerical errors that are not considered material changes to the Declaration.

ARTICLE XV

4/0

MISCELLANEOUS PROVISIONS

15.01 **Notices.**

Any approval, disapproval, demand, document or other notice which the Association, or any Owner may desire to give to another party must be in writing and may be given either by i) personal delivery; ii) by United States mail which shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the mail, first class or registered, postage prepaid, addressed to the person to be notified; or iii) by any other method provided by Civil Code Section 4040, 4045 and 4050.

15.02 **Partial Invalidity.**

If any term, condition, provision or other portion of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

15.03 **Number.**

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

15.04 **Attorneys' Fees.**

In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing parties shall be entitled, in addition to all expenses, costs, and damages, to reasonable attorneys' fees incurred after the filing of a lawsuit.

ASSOCIATION SIGNATURE PAGE

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

ASSOCIATION:

MONTICELLO MANOR ASSOCIATION, Inc., a California nonprofit mutual benefit corporation

x Janice Joy Selby
By: DANICE JOY SELBY
its:

x Todd N. Troutner
By: Todd N. Troutner
its:

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

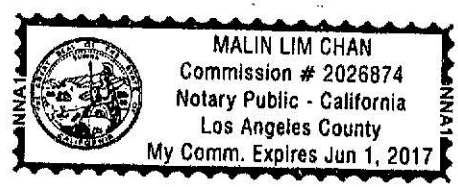
On September 23, 2014, before me, Malin Lim Chan, a Notary Public, personally appeared:

Janice Joy Selby and Todd N. Troutner
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.

(SEAL)



Malin Lim Chan
Notary Public

MONTICELLO MANOR
Signature Page
Unit 1

42

X 
HSIEN CHI NIU

X 
MARIA CHAO-I NIU

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On NOVEMBER 22nd, 2013, before me, KYUNGHEE CINDY LEE-PAK
Notary Public, personally appeared:

- HSIEN CHI NIU & MARIA CHAO-I NIU -
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.


(SEAL)


Notary Public



MONTICELLO MANOR
Signature Page
Unit 2

43

X 

YASMIN RAHIMTOOLA

STATE OF California)
COUNTY OF Los Angeles) ss.

On 12-7-13, 2013, before me, Chris Mitchell
Notary Public, personally appeared:

Yasmin Rahimtoola

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

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

WITNESS my hand and official seal.



Notary Public

(SEAL)



In reference to Superseding Declaration of Covenants

MONTICELLO MANOR
Signature Page
Unit 3

44

JO ELLEN ICHIHANA, TRUSTEE OF THE JO ELLEN ICHIHANA LIVING TRUST DATED DECEMBER 24, 2008

X ~~COREY H. HASHIMOTO~~

X Jo Ellen Ichihana
JO ELLEN ICHIHANA, Trustee

STATE OF California)
COUNTY OF Fresno) ss.

On December 3, 2013, before me, Dianna Alarcon
Notary Public, personally appeared:

Jo Ellen Ichihana

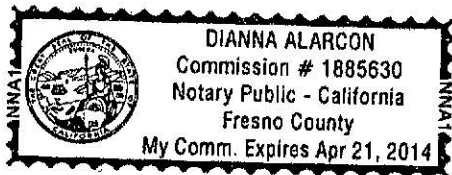
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

(SEAL)

Dianna Alarcon
Notary Public



45

MONTICELLO MANOR
Signature Page
Unit 3

X [Signature]
COREY H. HANEMOTO aka COREY HAJIME HANEMOTO

STATE OF California)
COUNTY OF Los Angeles) ss.

On DEC 16, 2013, before me, SUNG SOO KIM
, Notary Public, personally appeared:

COREY HAJIME HANEMOTO

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.

(SEAL)



[Signature]
Notary Public

MONTICELLO MANOR
Signature Page
Unit 4

x Connie Milner
CONNIE MILNER

STATE OF California)
COUNTY OF Los Angeles) ss.

On OCTOBER 21, 2014, before me, - LEONARD J. SCHAUSTAL JR -
, Notary Public, personally appeared:
- CONNIE MILNER -

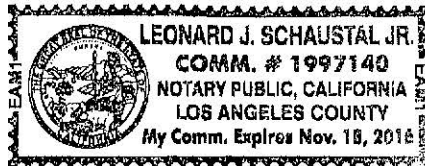
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he (she) they executed the same in his (her) their authorized capacity(ies), and that by his (her) their signature(s) on the instrument the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

(SEAL)

Leonard J. Schaustal Jr
Notary Public



MONTICELLO MANOR
Signature Page
Unit 5

47

X 
ALEJANDRO VELOZ

STATE OF California)
COUNTY OF Los Angeles) ss.

On August 20, 2014, before me, B. Baumann
Notary Public, personally appeared:

Alejandro Veloz

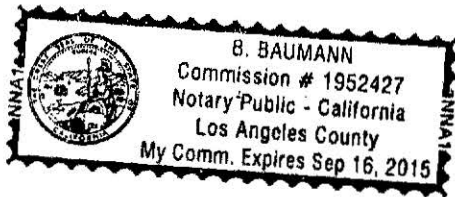
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

(SEAL)


Notary Public



MONTICELLO MANOR
Signature Page
Unit 6

48

x 
TODD NELSON TROUTNER

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

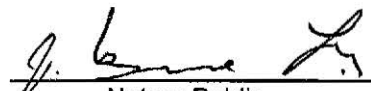
On NOV 9, 2013, before me, J. GUADALUPE LOPEZ
Notary Public, personally appeared:

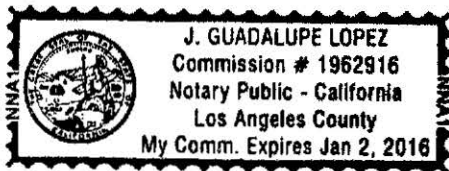
TODD NELSON TROUTNER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

(SEAL)


Notary Public



MONTICELLO MANOR
Signature Page
Unit 7

49

X *Janice Joy Selby*
JANICE JOY SELBY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On NOVEMBER 27, 2013, before me, Gavri Simon Bouzaglou
Notary Public, personally appeared:

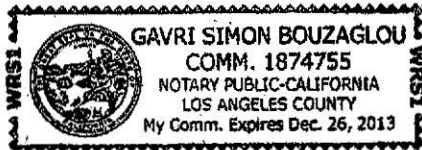
JANICE JOY SELBY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

(SEAL)

Gavri Simon Bouzaglou
Notary Public



MONTICELLO MANOR
Signature Page
Unit 8

50

X 

EDUARDO KUNO BECKER PAZ

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

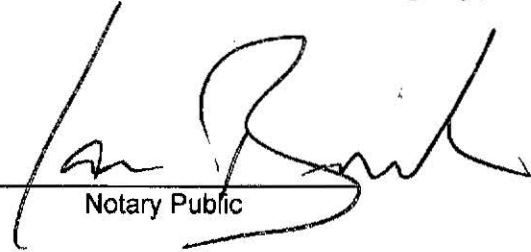
On December 2, 2013, before me, IAN BRINK
Notary Public, personally appeared:

EDUARDO KUNO BECKER PAZ

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

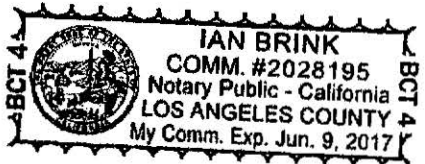
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

(SEAL)



MONTICELLO MANOR
Signature Page
Unit 9

51

YI LU, AS TRUSTEE UNDER YI LU LIVING TRUST DATED 09/01/2012

X _____
YI LU, Trustee

STATE OF
COUNTY OF

People's Republic of China)
Municipality of Shanghai)
Consulate General of the)
United States of America)
SS:

Neil P. Finnega
Vice Consul of the
United States of Amer

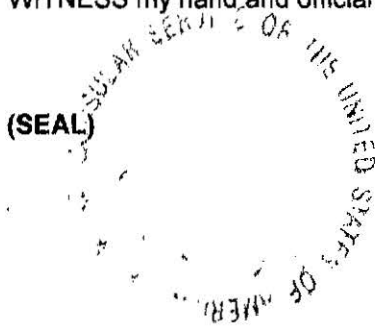
On Dec. 6, 2013, before me, _____
Notary Public, personally appeared:

Yi Lu

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.



Neil P. Finnega
Neil P. Finnega
Vice Consul of the
United States of America
Notary Public

52

MONTICELLO MANOR
Signature Page
Unit 10

X 
SHU-FAN WANG

STATE OF California)
COUNTY OF Los Angeles) ss.

On 11/25, 2013, before me, Ronnie H. Long
Notary Public, personally appeared:

Shu-Fan Wang

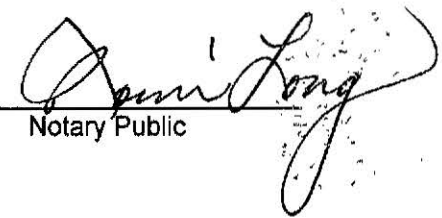
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

(SEAL)




Notary Public

MONTICELLO MANOR
Signature Page
Unit 11

53

X *Margarita Herrera* 11-20-13
MARGARITA HERRERA

STATE OF California)
COUNTY OF Los Angeles) ss.

On Nov 20, 2013, before me, CANDACE SEDWICK (NOTARY PUBLIC)
Notary Public, personally appeared:

MARGARITA HERRERA

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.

(SEAL)



[Handwritten Signature]
Notary Public

MONTICELLO MANOR
Signature Page
Unit 12

RONALD D. JOY, TRUSTEE OF THAT CERTAIN REVOCABLE TRUST AGREEMENT EXECUTED
3/10/05, BY BETTY H. JOY AND RONALD D. JOY FOR THE BENEFIT OF THE JOY FAMILY

X *[Signature]* Trustee
RONALD D. JOY, Trustee

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On 12 NOV, 20113, before me, Stephanie Robin Muldowney Notary Public
Notary Public, personally appeared:

Ronald D Joy

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.

(SEAL)

[Signature]
Notary Public



MONTICELLO MANOR

Signature Page
Unit 13, 14 & 15

55

X _____
HOWARD PILLER

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On November 20, 2013, before me, Joseph Wen Jea Lin
Notary Public, personally appeared:

Howard Pillar

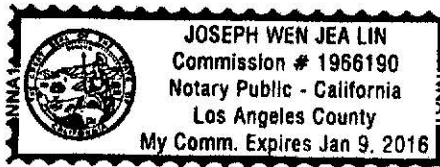
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

(SEAL)

Notary Public



MONTICELLO MANOR
Signature Page
Unit 16

54

X 
EDWIN JONATHAN HEARN, III

STATE OF NEW JERSEY)
COUNTY OF BERGEN) ss.


On DECEMBER 12, 2013, before me, FELICIA A. PARIS,
Notary Public, personally appeared:

EDWIN JONATHAN HEARN III
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.

(SEAL)


Notary Public

FELICIA A. PARISI
Notary Public
State of New Jersey
My Commission Expires Apr. 25, 2017
I.D.# 2200147

CONSENT TO RECORDING OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS MONTICELLO MANOR


Bank of America, N.A., a National Banking Association, as Beneficiary under the following Deed of Trust which covers the real property described in the Superseding Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monticello Manor ("Declaration") to which this instrument is attached, consents to the recording of this Declaration.



Deeds of Trust recorded:

By assignment recorded March 13, 2012, as Instrument No. 20120384797 of the Deed of Trust recorded March 25, 2005 as Instrument No. 05 0688403, Official Records. (Unit 5 - Veloz)

"Beneficiary"

Bank of America, N.A,
a National Banking Association

X  25 September 2014
By: James Di Paola
Its: Assistant Vice President

X 
By:
Its: 

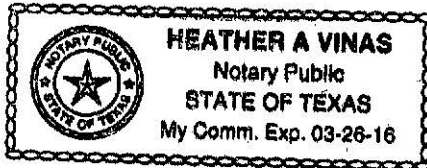
CERTIFICATE OF ACKNOWLEDGMENT

State of Texas
County of Collin

This instrument was acknowledged before me on September 25, 2014 (date) by James Di Paola, Assistant Vice President of Bank of America, N.A., a national association corporation, on behalf of said corporation.


(Notary Public Signature)

(SEAL)



58

**CONSENT TO RECORDING OF DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS MONTICELLO MANOR**


Bank of America, N.A., a National Banking Association, as Beneficiary under the following Deed of Trust which covers the real property described in the Superseding Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Monticello Manor ("Declaration") to which this instrument is attached, consents to the recording of this Declaration.

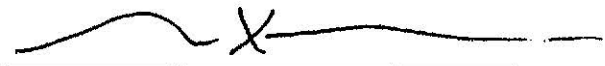
Deeds of Trust recorded November 30, 2004 as Instrument No. 04 3080893.

Whereas, the Deed of Trust was modified pursuant to that certain Deed of Trust Modification Agreement, Modification of Deed of Trust - Modification Agreement, recorded January 28, 2005, as Instrument 05 0212525. (Unit 16 - Hearn)

"Beneficiary"

**Bank of America, N.A.,
a National Banking Association**

 25 September 2014
By: James Di Paola
Its: Assistant Vice President

X 
By: _____
Its: _____

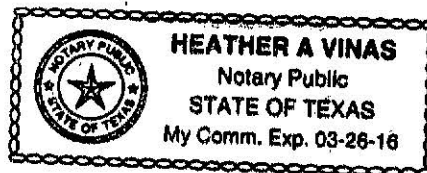
CERTIFICATE OF ACKNOWLEDGMENT

State of Texas
County of Collin

This instrument was acknowledged before me on September 25, 2014 (date) by James Di Paola, Assistant Vice President of Bank of America, N.A., a national association corporation, on behalf of said corporation.


(Notary Public Signature)

(SEAL)



59

EXHIBIT "A"

PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 6 IN BLOCK "H" OF THE SAN PASQUAL TRACT, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGE 315 AND IN BOOK 32 PAGE 81, BOTH OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, DISTANT 186.5 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE, 77.5 FEET; THENCE WEST 285 FEET; THENCE SOUTH 66 FEET; THENCE EAST 76.5 FEET; THENCE SOUTH 11.5 FEET; THENCE EAST 208.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 4 FEET THEREOF INCLUDED IN MARENGO AVENUE.

60

EXHIBIT "B"

CITY APPROVAL

ON FOLLOWING PAGE



DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES SECTION

September 17, 2014

Mr. Timothy S. Murakami
Murakami Law Office
371 Van Ness Way, Suite 130
Torrance, California 90501-6295

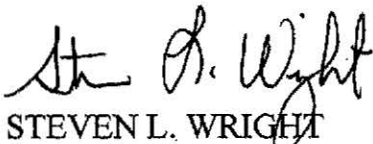
Dear Mr. Murakami:

**Exemption from Subdivision Requirement
at 221 South Marengo Avenue**

The City has reviewed your submittal for the proposed conversion of a community apartment, at 221 South Marengo Avenue, to individual condominiums. It has been concluded that the community apartments qualify for the exemption to Government Code Section 66412(g). The City of Pasadena has no ordinance providing for a certificate of such exemption. However, the City hereby finds that the project qualifies for the exemption.

If you have any questions, please call Yannie Wu of my staff, at (626) 744-3762.

Sincerely,


STEVEN L. WRIGHT
City Engineer

SLW:yw

EXHIBIT C

62

PROPERTY MAINTENANCE SCHEDULE

Item Component	Association Responsibility	Owner Responsibility
Air conditioning equipment serving a single unit		Maintain and repair
Balcony surfaces	Maintain, repair and replace	Keep balcony clean and free of debris and trash
Balcony railings	Maintain, repair and replace	
Ceiling surfaces (including any paint, wallpaper and acoustical coatings)		Maintain, repair and replace
Chimneys	Maintain, repair and replace	
Fireplaces		Maintain, repair and replace
Chimney flues		Maintain, repair and replace
Spark arrestors	Maintain, repair and replace	
Front door		Maintain, repair and replace*
Front door – exterior surface	Paint, stain or waterproof surface	Maintain, repair and replace (except paint)
Front door – exterior casing	Maintain, repair and replace	
Front door – interior surface		Maintain, repair and replace
Front door – interior casing		Maintain, repair and replace
All exterior door hardware		Maintain, repair and replace*
All door weather stripping		Maintain, repair and replace
Doorbell exterior panels, buttons and circuits		Maintain, repair and replace*
Doorbell chimes inside the unit		Maintain, repair and replace
Garage door – exterior surface		
Garage door – interior surface		Maintain, repair and replace*
Garage door casing	Maintain, repair and replace	
Garage door opening Mechanism and related hardware		Maintain, repair and replace*
Patio/balcony/yard area doors and door frames (doors leading from unit to exterior)		Maintain, repair and replace
Patio/balcony/yard area door – exterior surface (doors leading from unit to exterior)		Maintain, repair and replace
Patio/balcony/yard area door – interior surface (doors leading from unit to exterior)		Maintain, repair and replace
Patio/balcony/yard area door casing (doors leading from unit to exterior)		Maintain, repair and replace
Dryer duct work		Maintain, repair and replace
Front door light fixture		Maintain fixture controlled by switches in unit or separately metered to unit
Front door light bulb		Replace as necessary for fixtures maintained by owner
Patio/balcony/yard area light fixture		Maintain, repair and replace*
Patio/balcony/yard area light bulb		Maintain and replace
Exterior stucco, molding and trim	Maintain, repair and replace	

Item Component	Association Responsibility	Owner Responsibility
Exterior vents for plumbing and appliances (excluding washer/dryer duct work)	Maintain, repair and replace	
Floor surfaces in unit interior		Maintain, repair and replace
Sub-flooring		Maintain, repair and replace
Gas pipes (from gas main to unit shutoff valve, including the valve)	Maintain, repair and replace	
Gas pipes from exterior shutoff valve throughout unit	Maintain, repair and replace	
Heating equipment (including lines, wires, vents, pipes, duct work, platforms and any other related equipment) located inside walls and/or running from the roof down to a unit)		Maintain, repair and replace
Interior wood trim, cabinets and shelves		Maintain, repair and replace
Landscaping – patios and balconies (including but not limited to, maintaining, trimming and replacing in a neat and attractive condition and in a manner which does not endanger the Common Area by roots, branches, over-watering or otherwise)		Maintain, repair and replace*
Patio fences	Maintain, repair and replace	
Patio floor surfaces		Maintain and repair. Keep patio floor clean and free of debris and trash
Plumbing fixtures inside a unit (including, but not limited to, fixtures, toilets, faucets, bathtubs, tub and shower valves, shower pans, drain lines, and angle stops which exclusively service a unit)		Maintain, repair and replace. An owner may plunge blocked kitchen and bathroom facilities in his unit but may not use a snake or cause a snake to be used, in any pipes unless instructed to do so by the Association
Roofs	Maintain, repair and replace	
Rain gutters and downspouts	Maintain, repair and replace	
Security equipment – any locks, intercom equipment and security systems installed by an owner in a unit		Maintain, repair and replace
Telephones (including, but not limited to, lines, jacks and wiring) inside a unit		Maintain, repair and replace
Interior wall surfaces (including any paint, wallpaper, drywall and other finishes)		Maintain, repair and replace

64

Item Component	Association Responsibility	Owner Responsibility
Pipes and drains in walls inside units serving individual units		Maintain portions which are submetered to the unit. An owner may plunge blocked kitchen and bathroom facilities in his unit but may not use a snake or cause a snake to be used, in any pipes unless instructed to do so by the Association
Electrical wires in walls inside units serving individual units		Maintain, repair and replace
Unit's circuit breaker panel		Maintain, repair and replace
Switches and outlets inside the unit		Maintain, repair and replace
Cable TV wiring in walls inside units serving individual units		Maintain, repair and replace
Water heaters		Maintain, repair and replace*
Glass, frames, hardware and rollers		Maintain, repair and replace*
Window casing		Maintain, repair and replace*
Locks and latches		Maintain, repair and replace
Screens and frames		Maintain, repair and replace*
Interior caulking		Maintain, repair and replace
Mailbox – cluster	Maintain, repair and replace	Owner is responsible for replacement of key and lock, in the event of lost key

* All owner maintenance, repair and replacements must conform with the Architectural Guidelines

65

EXHIBIT D

ASSESSMENT ALLOCATION

Unit No.	Percentage
1	0.068094
2	0.068094
3	0.068094
4	0.065497
5	0.068094
6	0.068094
7	0.068094
8	0.068094
9	0.068094
10	0.068094
11	0.068094
12	0.068094
13	0.053825
14	0.051233
15	0.040204
16	0.040204