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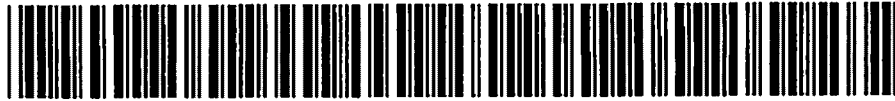


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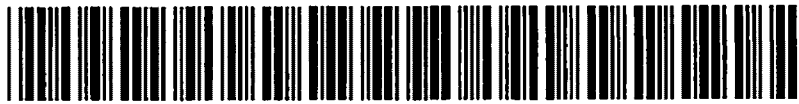
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**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS,  
RESERVATION OF EASEMENTS, AND  
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES FOR  
COLORADO COMMONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATION OF EASEMENTS, AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES FOR COLORADO COMMONS (hereinafter referred to as the "Declaration") is made this 27th day of March, 2019 by the COLORADO COMMONS MAINTENANCE ASSOCIATION, a non-profit mutual benefit corporation (hereinafter referred to as "Association"). Various capitalized words and phrases used in the following Recitals are defined in Article I hereinbelow. Additionally, certain other capitalized words and phrases used in this Declaration are defined in the Parking Easement Agreement referenced below, and such words and phrases shall have the same meaning herein as is ascribed to them in the Parking Easement Agreement.

**RECITALS**

A. Association is a non-profit mutual benefit corporation organized under the laws of the State of California, whose members are the owners of Condominium Units located on that certain tract of land located in the City of Monrovia, County of Los Angeles, State of California and more particularly described on **Exhibit "A"** attached hereto (hereinafter referred to as the "Property");

B. Pursuant to that certain "Shared Parking Facility Easement Agreement" dated March 20, 2008 by and between PCCP MONROVIA, LLC ("Declarant") and the City which has been recorded in the Official Records of Los Angeles County, California (hereinafter referred to as the "Parking Easement Agreement"), Association has acquired easements for various purposes (including, but not limited to, pedestrian and vehicular ingress, egress and access and

1 parking) on, over, under, across and through certain portions of the parking structure which is  
2 contiguous to the Property and owned by the City (hereinafter referred to as the "City Parking  
3 Structure") and also has acquired certain rights and has assumed certain obligations relating to the  
4 City Parking Structure;

5 C. The Property and the Additional Association Property (hereinafter  
6 collectively referred to as the "Development") have been developed as a mixed use "condominium  
7 project" as defined in Section 4125 of the California Civil Code consisting of Residential,  
8 Live/Work and Commercial Condominium Units commonly known as "Colorado Commons"; and

9 D. This Declaration restates that Declaration of Covenants, Conditions and  
10 Restrictions, and Reservation of Easements and Alternative Dispute Resolution Procedures For  
11 Colorado Commons recorded June, 6, 2008 as instrument No. 20081001498, with the Los Angeles  
12 County Recorder, as amended by instrument No. 20140453324 recorded May 1, 2014, instrument  
13 No. 20150696273 recorded June 12, 2015 and instrument No. 20190342939 recorded  
14 APRIL 17, 2019.

15 NOW, THEREFORE, through a vote of the required percentage of Owners, the  
16 Association hereby amends and restates the Declaration in its entirety, as amended.

17 The Declaration shall run with the Property and shall be binding upon all parties  
18 having or acquiring a right, title or interest in the Property, or any portion thereof, or in any of the  
19 improvements thereon, and shall inure to the benefit of and bind each owner thereof and the  
20 respective successors in interest and are imposed upon Property and each and every portion thereof  
21 as a servitude in favor of Property and each and every portion thereof. Any conveyance, transfer,  
22 sale, assignment, lease or sublease made by any owner, or by the Association (as hereinafter  
23 defined) of a unit in the Property shall and hereby is deemed to incorporate by reference the  
24 provisions of this Declaration, which provisions shall be enforceable by Association, any owner or  
25 the owner's successor and shall also be enforceable by the Association, its Board of Directors or  
26 any person, firm, or corporation authorized by the Association.

27

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1 ARTICLE I  
2 DEFINITIONS

3 Section 1. "Additional Association Property" shall mean and refer to those  
4 certain easements and/or other real property conveyed by Declarant to the Association as generally  
5 described and/or depicted on **Exhibit "C"** attached hereto.

6 Section 2. "Articles" shall mean and refer to the Articles of Incorporation of  
7 the Association as filed in the Office of the Secretary of State of the State of California, as such  
8 Articles may be amended from time to time.

9 Section 3. "Assessments" is used herein as a generic term which shall mean  
10 and refer to the following:

11 (a) "Regular Assessment" shall mean and refer to the annual charge  
12 against each Owner and his respective Condominium representing a portion of the  
13 Common Expenses of the Association.

14 (b) "Compliance Assessment" shall mean and refer to the personal  
15 charge against an Owner representing: (1) the costs incurred by the Association to bring  
16 an Owner and his Condominium into compliance with this Declaration; and/or (2) a  
17 monetary penalty or other amount due the Association based upon disciplinary  
18 proceedings against an Owner in accordance with this Declaration.

19 (c) "Special Assessment" shall mean and refer to the charge against an  
20 Owner and his respective Condominium representing: (1) a portion of the costs of  
21 repairing or reconstructing any portions of the Association Property and/or Maintenance  
22 Areas which were damaged or destroyed by any cause other than the actions of an Owner  
23 (or any member of his family, his tenant or lessee or their respective invitees); (2)  
24 constructing or installing any capital Improvements to the Association Property; or (3)  
25 taking any extraordinary action for the benefit of the Association Property, Maintenance  
26 Areas or the membership of the Association pursuant to the provisions of this  
27 Declaration.

28 (d) "Damage Reimbursement Assessment" shall mean and refer to the  
29 charge against an Owner and his respective Condominium imposed by the Board after  
30 Notice and Hearing as a means of reimbursing the Association for all costs incurred to  
31 repair or replace any damage to the Association Property and/or Maintenance Areas

1 which the Board reasonably determined was caused by the negligent or intentional acts  
2 or omissions of an Owner (or any member of his family, his tenant or lessee or their  
3 respective invitees).

4 (e) "Special Benefit Assessment" shall mean and refer to the charge  
5 levied by the Association against an Owner and his respective Condominium to cover the  
6 Special Benefit Expenses which have been or will be incurred by the Association on  
7 behalf of a Special Benefit Area and which are allocable only to the Owners and their  
8 respective Condominiums within such Special Benefit Area.

9 Section 4. "Association" shall mean and refer to Colorado Commons  
10 Maintenance Association, a nonprofit, mutual benefit corporation, incorporated under the laws of  
11 the State of California, and its successors and assigns.

12 Section 5. "Association Documents" shall mean and refer to the Articles,  
13 Bylaws, this Declaration, all Declarations of Annexation recorded in connection with the  
14 Development, the Parking Easement Agreement, the Design Guidelines, the Maintenance  
15 Guidelines and the Rules and Regulations of the Association, as such documents may be restated  
16 or amended from time to time.

17 Section 6. "Association Property" shall mean and refer to: (a) all personal  
18 property now or hereafter owned by the Association; and (b) all real property (and all  
19 Improvements constructed thereon) now or hereafter owned in fee by the Association, or over  
20 which the Association has an easement for access, use, maintenance or other purposes, but does  
21 not include any of the Condominium Units or any of the Common Area. The Association Property,  
22 which consists of the Association Property located on the Property and the Additional Association  
23 Property, is jointly described on **Exhibit "AP"** attached hereto. Any depiction of the Association  
24 Property is intended for illustrative purposes only and the "as-built" condition shall control.

25 Certain portions of the Association Property have been reserved by Declarant as  
26 Exclusive Use Areas for the benefit of the designated Condominium Unit as generally depicted on  
27 **Exhibit "EUA."**

28 Section 7. "Best Management Practices" shall mean and refer to those certain  
29 non-structural (e.g., educational information and activity restrictions) and structural (e.g., physical  
30 improvements) water quality practices set forth in, or otherwise required by, the Water Quality  
31 Management Plans applicable to the Development. The non-structural Best Management Practices

1 play an important role in an effective water quality management plan by requiring the Association,  
2 the Owners and other Occupants within the Development to be aware of the sensitive natural  
3 environment surrounding the Development and to take appropriate actions that will contribute to  
4 the protection of the quality of storm water runoff from the Development. The non-structural Best  
5 Management Practices include, among other things, (i) providing practical environmental  
6 awareness education materials periodically to the Owners and other Occupants within the  
7 Development regarding, among other things, general good housekeeping, waste management and  
8 activity restrictions that contribute to protecting the quality of storm water entering the public  
9 storm drain system; (ii) restricting certain activities addressed in the informational materials to  
10 protect the quality of water entering the public storm drain system (including, without limitation,  
11 prohibiting the dumping of paint, motor oil and any other unwanted materials into the storm drain  
12 system); (iii) managing the irrigation of the landscaping on the Association Property and  
13 Maintenance Areas in accordance with the City's requirements, the County Water Conservation  
14 Resolution and/or the State of California Model Water-Efficient Landscape Ordinance; (iv)  
15 managing the use of fertilizers, pesticides and herbicides in accordance with the State Department  
16 of Pesticides Regulation (including, but not limited to, using mechanical and/or manual methods  
17 to remove unwanted vegetation rather than using herbicides), (v) implementing regularly  
18 scheduled maintenance of the structural Best Management Practices (including, without limitation,  
19 inspecting, cleaning out and otherwise maintaining the hydro-dynamic vortex separator device and  
20 adjacent storm drain junction box and lateral located within the Colorado Boulevard right-of-way  
21 prior to the start of the rainy season [i.e., no later than October 1st of each year], after the rainy  
22 season [i.e., no later than April 15th of each year] and after every storm event, and inspecting,  
23 cleaning out and otherwise maintaining the private storm drain system [including, without  
24 limitation, all catch basins located on the Association Property] as needed [i.e., at least prior to the  
25 start of the rainy season {i.e., no later than October 1st of each year} and after the rainy season  
26 {i.e., no later than April 15th of each year}}) to prevent sediment, garden waste, trash and other  
27 pollutants from entering the storm drain system; (vi) performing weekly sweeping and trash pick-  
28 up, daily inspections of the trash receptacles to make sure the lids are closed and pick-up of excess  
29 trash and debris; (vii) emptying the trash receptacles on a weekly basis and noting violations by  
30 Owners or other Occupants and conducting investigations into such violations; (viii) training any  
31 Association employees regarding, among other things, the proper use of fertilizers, pesticides and  
32 herbicides and improper waste disposal; (ix) vacuum sweeping all on-site private paved areas on

1 a weekly basis, which shall be intensified prior to the "first flush" storm (i.e., no later than October  
2 1st of each year); and (x) complying with all federal, state and local laws and regulations regarding  
3 the use, storage and disposal of fertilizers, pesticides and herbicides. The structural Best  
4 Management Practices include, without limitation, (i) the private storm drain facilities, including,  
5 but not limited to, paved swales, catch basins and inlet grates; (ii) the water quality facilities  
6 including, but not limited to, the hydro-dynamic vortex separator device and adjacent storm drain  
7 junction box and lateral; and (iii) the stenciled prohibitive language on catch basins and inlets  
8 (including, but not limited to, the phrase "No Dumping-Drains to Ocean" or equivalent, approved  
9 by the City); (iii) covers for trash and waste enclosures which prevent contact with storm water  
10 runoff; and (iv) efficient landscape design and irrigation technology (including, but not limited to,  
11 automatic timers) which reduce runoff from the Development. The Best Management Practices are  
12 designed and intended to control runoff and must be implemented by the Association, the Owners  
13 and other Occupants within the Development. The Best Management Practices may be modified  
14 from time to time by the Association or any Public Agency having jurisdiction regarding the quality  
15 of runoff waters from the Development in order to control any changes in runoff conditions from  
16 the Development.

17 Section 8. "Board" shall mean and refer to the Board Directors of the  
18 Association elected in accordance with the Bylaws of the Association and this Declaration.

19 Section 9. "Building Shell" shall mean and refer to all exterior surfaces of a  
20 Condominium Building (including, without limitation, the roof, eaves, porches (including porch  
21 flooring materials, and any gates and/or railings), decks (including deck flooring materials,  
22 moisture barriers and deck railings), the exterior facade [including decorative materials], exhaust  
23 structures, skylights, facia, plant-ons, windows (and related weather stripping), doors (and related  
24 weather striping), awnings and other exterior components).

25 Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association, as  
26 may be amended from time to time.

27 Section 11. "City" shall mean and refer to the City of Monrovia.

28 Section 12. "City Parking Structure" shall mean and refer to the parking  
29 structure contiguous to the Development which is owned by the City and which is the subject of  
30 the Parking Easement Agreement.

31 Section 13. "Close of Escrow" shall mean and refer to the date on which a deed

1 is recorded conveying either: (i) a residential or a live/work Condominium to a member of the  
2 general public as a retail buyer pursuant to a transaction requiring the issuance of a Final  
3 Subdivision Public Report by the DRE; or (ii) a commercial Condominium to a member of the  
4 general public as a retail buyer.

5 Section 14. "Commercial Condominium Unit" shall mean and refer to a type of  
6 Condominium Unit in the Development consisting solely of a commercial airspace element which  
7 is designated solely for commercial and/or retail purposes as provided herein. Each Commercial  
8 Condominium Unit is more particularly shown and described on the Condominium Plan recorded  
9 for the Phase in which such Condominium Unit is located.

10 Section 15. "Common Area" shall mean and refer to the real property which is  
11 owned by the Owners as tenants-in-common but does not include any Association Property or any  
12 Condominium Units. The Common Area is more particularly described in the Article entitled  
13 "Description of the Condominiums," and also in the Condominium Plans recorded on the Property.  
14 All Common Area will consist solely of a volume of airspace as shown and described in a  
15 Condominium Plan.

16 Section 16. "Common Expenses" shall mean and refer to the actual and  
17 estimated costs to be paid by the Association for the common benefit of all Owners of  
18 Condominiums in the Development. Except as otherwise provided in this Declaration or in the  
19 Parking Easement Agreement, the Common Expenses include, without limitation, all costs and  
20 expenses incurred by the Association in connection with the following: (a) owning, maintaining,  
21 managing, operating, repairing and replacing the Association Property and Maintenance Areas; (b)  
22 managing and administering the Association including, but not limited to, compensation paid by  
23 the Association to managers, accountants, budget preparers, attorneys and any Association  
24 employees; (c) performing the Association's obligations under the Parking Easement Agreement  
25 (including, without limitation, performing its respective maintenance responsibilities and paying  
26 to the City when due its Allocable Share of the Shared Expenses [and any other amounts which  
27 may become due and payable] as set forth in the Parking Easement Agreement); (d) providing  
28 utilities and other services to the Association Property, Maintenance Areas, and, if not separately  
29 metered, to the Condominium Units; (e) paying for a fire sprinkler alarm monitoring and inspection  
30 service for the automatic fire sprinkler system installed in the Condominium Buildings; (f)  
31 obtaining all insurance coverage as provided for herein and in the Parking Easement Agreement;  
32 (g) paying that portion of any Assessment attributable to Common Expenses not paid by the Owner

1 responsible for payment; (h) paying taxes for the Association; and (i) paying for all other goods  
2 and services as reasonably required by the Association to perform its powers and duties as set forth  
3 herein. Additionally, the Common Expenses shall also include adequate reserves, as the Board  
4 shall determine to be appropriate, for the repair and replacement of those elements of the  
5 Association Property and/or Maintenance Areas which must be repaired or replaced on a periodic  
6 basis, rather than on a regular annual basis. The Common Expenses will be borne by the Owners  
7 as set forth in Section 3 of Article VII herein entitled "Assessments."

8           Section 17.     "Condominium" shall mean an estate in real property, as defined in  
9 California Civil Code Section 4125 as same may be amended from time to time, consisting of: (i)  
10 a separate interest in a Condominium Unit; (ii) an undivided fractional fee interest in the Common  
11 Area of the Development; (iii) all easements exclusive and non-exclusive appurtenant thereto; and  
12 (iv) a membership in the Association. The Condominiums are more particularly described in  
13 Article III of this Declaration and in the Condominium Plans recorded on the Property.

14           Section 18.     "Condominium Building" shall mean and refer to a building  
15 containing two (2) or more Condominium Units, and includes, without limitation, (i) the Building  
16 Shell of such Condominium Building; (ii) the Structural Core of such Condominium Building, (iii)  
17 any automatic fire sprinkler system installed in such Condominium Building; and (iv) and all  
18 stairways, shafts, ducts, pipes, conduits and other equipment, fixtures and systems which benefit  
19 the entire Condominium Building. As used herein, a Condominium Building does not include the  
20 Condominium Units located in the Condominium Building.

21           Section 19.     "Condominium Plan" shall mean and refer to each of those  
22 instruments entitled "Condominium Plan" prepared in accordance with Sections 4285, 4290 and  
23 4295 of the California Civil Code, as the same may be amended from time to time, which is  
24 recorded in the Office of the County Recorder and which affects one (1) or more Phases of the  
25 Development.

26           Section 20.     "Condominium Unit" shall mean and refer to the elements of a  
27 Condominium which are not owned in common with the Owners of other Condominiums. The  
28 Condominium Units are more particularly described in the Article herein entitled "Description of  
29 the Condominiums" and in a Condominium Plan. For purposes of this Declaration, the term  
30 "Condominium Unit" is deemed to be a "separate interest," as defined in Section 4125 of the  
31 California Civil Code, as same may be amended from time to time. As currently planned, the  
32 Development will include three (3) distinct types of Condominium Units: (i) exclusively



1 Residential Condominium Units; (ii) Live/Work Condominium Units; and (iii) exclusively  
2 Commercial Condominium Units. The respective airspace elements and the rights and obligations  
3 applicable to each type of Condominium Unit are set forth in this Declaration, and/or a Declaration  
4 of Annexation recorded in connection with the Development.

5 Section 21. "County" shall mean and refer to the County of Los Angeles,  
6 California.

7 Section 22. "Declarant" shall mean and refer to PCCP Monrovia, LLC, a  
8 Delaware limited liability company, and to any person(s) and/or entity(ies) to whom the Declarant's  
9 rights shall be assigned and/or the Declarant's duties shall be delegated pursuant to an express  
10 written assignment which is recorded in the Office of the County Recorder for Los Angeles County.  
11 Any such assignment may include only certain specific rights and/or duties of the Declarant and  
12 may be subject to such conditions as Declarant may have imposed, in its sole discretion.

13 Section 23. "Declaration" shall mean and refer to this "Declaration of  
14 Covenants, Conditions and Restrictions, Reservation of Easements, and Alternative Dispute  
15 Resolution Procedures for Colorado Commons" as same may be restated and/or amended from  
16 time to time.

17 Section 24. "Declaration of Annexation" shall mean and refer to those certain  
18 documents recorded by Declarant for the purpose of annexing a Phase into the Development in  
19 accordance with the provisions of this Declaration, thereby subjecting such Phase to this  
20 Declaration and to the jurisdiction of the Association.

21 Section 25. "Design Guidelines" shall mean those certain architectural  
22 standards, guidelines, procedures and criteria established or to be established by the Association  
23 which are intended to be used: (i) by the Owner of a Condominium in the Development for the  
24 preparation of plans and specifications for Improvements to be built, constructed, erected or  
25 otherwise installed in his Condominium; (ii) by the Design Review Committee as the basis for its  
26 review of plans and specifications for proposed Improvements submitted by an Owner within the  
27 Development; and (iii) by the Association in the preparation of plans and specifications for any  
28 proposed Improvements to be built, constructed, erected, planted or otherwise installed on the  
29 Association Property. A copy of the Design Guidelines may be obtained from the Design Review  
30 Committee or the Board.

31 Section 26. "Design Review Committee" shall mean and refer to the committee

1 created pursuant to the Article herein entitled "Design Review."

2 Section 27. "Development" shall mean and refer to the Property and the  
3 Additional Association Property.

4 Section 28. "DRE" shall mean and refer to the California Department of Real  
5 Estate, which administers the sale of subdivided lands pursuant to Section 11000, et seq., of the  
6 California Business and Professions Code, or any similar statute hereinafter enacted.

7 Section 29. "Eligible Mortgage Holder" shall mean and refer to the holder,  
8 insurer or guarantor of a first Mortgage on a Condominium located on the Property (including, but  
9 not limited to, FHA, FNMA, FHLMC, GNMA and VA).

10 Section 30. "Exclusive Use Area" shall mean and refer to a portion of the  
11 Association Property that is subject to an exclusive easement which has been established, reserved  
12 and granted by Declarant as provided herein and/or in a Declaration of Annexation for the benefit  
13 of the respective assigned Condominium Unit for specific purposes, including, but not limited to,  
14 parking space, porch, deck, air conditioning compressor pad and/or the internal and external  
15 telephone wiring which serves a specific Condominium Unit and which is located outside the  
16 boundaries of such Unit in accordance with the provisions of Section 4145 of the California Civil  
17 Code. Each Exclusive Use Area shall be appurtenant to its assigned Condominium Unit. The  
18 Exclusive Use Areas appurtenant to the Condominium Units (other than the parking spaces) are  
19 shown on **Exhibit "EUA"** attached hereto. The Exclusive Use Area parking spaces are shown on  
20 **Exhibit "PP"** attached hereto and have been assigned by Declarant to the Residential and  
21 Live/Work Condominium Units in the Development as set forth herein.

22 Section 31. "FHA" shall mean and refer to the Federal Housing Administration,  
23 a division of the Department of Housing and Urban Development, including any successors  
24 thereto.

25 Section 32. "FHLMC" shall mean and refer to the Federal Home Loan  
26 Mortgage Corporation (The Mortgage Corporation) created by Title III of the Emergency Home  
27 Finance Act of 1970, as same may be amended from time to time, including any successors thereto.

28 Section 33. "FNMA" shall mean and refer to the Federal National Mortgage  
29 Association, a government-sponsored private corporation established pursuant to Title VIII of the  
30 Housing and Urban Development Act of 1968, as same may be amended from time to time,  
31 including any successors thereto.

32 Section 34. "GNMA" shall mean and refer to the Government National

1 Mortgage Association administered by the United States Department of Housing and Urban  
2 Development, including any successors thereto.

3 Section 35. "HUD" shall mean and refer to the United States Department of  
4 Housing and Urban Development.

5 Section 36. "Improvements" shall mean and refer to all structures and  
6 appurtenances thereto of every kind including, but not limited to, the Condominium Buildings, the  
7 Private Parking Garage (but not including the City Parking Structure), pavement, sidewalks, walls,  
8 fences, gates, decorative and informative signs, wall plaques, banners, rain gutters, downspouts,  
9 drainage pipes, private utility lines and connections, private storm drains, private sewer lines and  
10 laterals, mail kiosks, air conditioning pads, screens, all trees, shrubs and other forms of landscaping  
11 and all related irrigation systems. Improvements also mean and refer to all modifications to the  
12 Building Shell of a Condominium Building, including, but not limited to: (a) painting any exterior  
13 surface of the Building Shell; (b) building, constructing, installing or altering, as the case may be,  
14 any screening walls or fences, shades, awnings, shutters, exterior doors, solar heating panels, air  
15 conditioning systems, water softening and/or refining fixtures or systems and exterior light  
16 fixtures; (c) any modifications to the interior of a Condominium Unit which may affect a  
17 Condominium Building or any systems relating thereto (e.g., modifying any partition or demising  
18 wall, changing any plumbing fixtures and/or the plumbing connections into the plumbing systems  
19 located in the structural walls of a Condominium Building, etc.); (d) installing any television  
20 and/or radio antenna (including satellite dishes); and/or (e) installing, painting or altering in any  
21 way any exterior sign, wall plaque, banner or any other advertising signage concerning the  
22 commercial and/or retail business conducted from a Live/Work Condominium Unit or a  
23 Commercial Condominium Unit.

24 Section 37. "Inspector(s) of Elections" shall mean and refer to one (or three)  
25 independent third party (or parties) selected by the Association to inspect the voting by the  
26 Members to ensure fair elections.

27 Section 38. "Live/Work Condominium Unit" shall mean and refer to a type of  
28 Condominium Unit in the Development consisting of a live/work airspace element which is  
29 intended for residential and commercial purposes. Each Live/Work Condominium Unit is more  
30 particularly shown and described in the Condominium Plans.

31 Section 39. "Lot" shall mean and refer to a plot of land as shown upon a  
32 recorded subdivision map of any portion of the Development (as such plot may be adjusted by a

1 lot line adjustment recorded with the County Recorder), and all Improvements constructed thereon.  
2 Without limiting the foregoing, the term Lot includes a Lot as shown on a tract map as well as a  
3 parcel as shown on a parcel map of any portion of the Development.

4 Section 40. "Maintenance Areas" shall mean and refer to the following property  
5 and/or Improvements which will be maintained, but not owned, by the Association pursuant to this  
6 Declaration:

7 (a) the real property and all Improvements constructed thereon which  
8 are located outside the boundary of the Development (including, but not limited to, the  
9 hydro-dynamic vortex separator device and adjacent storm drain junction box and lateral  
10 located within the Colorado Boulevard right-of-way) and which are to be maintained by  
11 the Association as provided herein in compliance with a condition imposed by the City  
12 or other Public Agency for the approval of the Development; and

13 (b) any portion of a Condominium Unit which is designated herein or  
14 in a Declaration of Annexation recorded in connection with the Development.

15 The Maintenance Areas in the Property are generally depicted on **Exhibit "MA"** attached hereto.  
16 Any depiction of the Maintenance Areas is for illustrative purposes only and the "as-built"  
17 conditions shall control.

18 Section 41. "Maintenance Guidelines" shall mean and refer to those certain  
19 general guidelines regarding the ordinary and necessary maintenance, repair, replacement and/or  
20 restoration of the Association Property and Maintenance Areas. Among other things, the  
21 Maintenance Guidelines set forth suggested minimum maintenance levels, recommended intervals  
22 for regularly scheduled maintenance items and recommended scope of maintenance practices and  
23 procedures. The Maintenance Guidelines are expressly intended to be flexible and may be  
24 modified by the Board from time to time as it deems prudent to adjust to the maturing and/or other  
25 changes within the Development.

26 Section 42. "Member" shall mean and refer to every person or entity who holds  
27 membership in the Association, as more particularly set forth in the Article herein entitled "The  
28 Association," and shall be synonymous with the term "Owner."

29 Section 43. "Mortgage" shall mean and include any mortgage or deed of trust,  
30 or other conveyance of a Condominium (or other portion of the Development) to secure the  
31 performance of an obligation, which conveyance will be reconveyed upon the completion of such

1 performance, including an installment land sales contract (as described in Section 2985, et seq. of  
2 the California Civil Code, as same may be amended from time to time). The term "Deed of Trust"  
3 when used herein shall be synonymous with the term "Mortgage."

4 Section 44. "Mortgagee" shall mean and refer to a person or entity to whom a  
5 Mortgage is made, and shall include the beneficiary of a Deed of Trust or the vendor under an  
6 installment land sales contract, as the case may be, and the assignees of a Mortgagee, beneficiary  
7 or vendor.

8 Section 45. "Mortgagor" shall mean and refer to a person or entity who  
9 mortgages his or its Condominium to another (i.e., the maker of a Mortgage) and shall include a  
10 trustor of a Deed of Trust and the vendee under an installment land sales contract.

11 Section 46. "Notice and Hearing" shall mean and refer to written notice and the  
12 opportunity for a hearing before the Board or a tribunal appointed by the Board in the manner  
13 provided in the Bylaws, at which the affected Owner shall have an opportunity to be heard in  
14 person or by counsel at such Owner's expense, in the manner provided herein and in the Bylaws.

15 Section 47. "Occupant" shall mean and refer to any person or entity, other than  
16 an Owner, who has the right to use and occupy any portion of a Condominium, including, without  
17 limitation, an Owner's family members, licensees, lessees, tenants, subtenants and/or assignees.

18 Section 48. "Owner" shall mean and refer to the record Owner, or Owners if  
19 more than one (1), or the purchaser under an installment land sales contract of fee title to, or an  
20 undivided interest in, any Condominium in the Development. The term "Owner" shall include  
21 Declarant, the vendee under an installment land sales contract (as described in Section 2985, et  
22 seq. of the California Civil Code, as same may be amended from time to time), and the holder of  
23 a leasehold estate having a term of ten (10) or more years including renewal periods. The foregoing  
24 does not include persons or entities who hold an interest in a Condominium merely as security for  
25 the performance of an obligation.

26 Section 49. "Parking Easement Agreement" shall mean and refer to that certain  
27 "Shared Parking Facility Easement Agreement" referenced in the Recitals hereinabove, as same  
28 may be amended or supplemented from time to time.

29 Section 50. "Phase." The Development was developed in five phases, with  
30 property added by the recordation of Declarations of Annexation for each of Phases 2 through 5.  
31 Any reference to a "Phase" or to a Declaration of Annexation for a particular Phase shall be

1 interpreted as follows: "Phase 1" refers to the Condominium Building commonly referred to as  
2 "Building 2" and located on Lot 2 of Tract 63269; "Phase 2" refers to the Condominium Building  
3 commonly referred to as "Building 3" and located on Lot 3 of Tract 63269; "Phase 3" refers to the  
4 Condominium Building commonly referred to as "Building 4" and located on Parcel 3 of Lot Line  
5 Adjustment No. 2008-01, "Phase 4" refers to the Condominium Building commonly referred to as  
6 "Building 1" and located on Lot 1 of Tract 63269, and "Phase 5" refers to the Condominium  
7 Building commonly referred to as "Building 5" and located on Parcel 1 of Lot Line Adjustment  
8 No. 2008-01, all as generally depicted on **Exhibit "A"** attached hereto.

9 Section 51. "Private Parking Garage" shall mean and refer that certain  
10 subterranean parking structure constructed on portions of Lots 2 and 3 of Tract 63269 and Parcel  
11 3 of Certificate of Compliance, Lot Line Adjustment No. 2008-01 which contains certain of the  
12 Exclusive Use Area parking spaces as generally depicted on **Exhibit "PP"** attached hereto which  
13 have been assigned by Declarant to the Residential and Live/Work Condominium Units in the  
14 Development. Ingress, egress and access to and from the Private Parking Garage is obtained via  
15 the City Parking Structure, as more particularly described in the Parking Easement Agreement.

16 Section 52. "Property" shall mean and refer to all of that certain real property  
17 described on **Exhibit "A"** attached hereto, and to all Improvements constructed thereon.

18 Section 53. "Pro Rata Unit Area" shall mean and refer to each Condominium  
19 Unit's designated proportionate share of the Total Unit Area. The Pro Rata Unit Area for each  
20 Condominium Unit in the Development is the quotient derived from an equation using the Total  
21 Unit Area as the denominator and the Unit Area for a particular Condominium Unit as the  
22 numerator. The resulting quotient is expressed as a percentage. The total of all Pro Rata Unit Areas  
23 may be rounded to the nearest tenth of one percent so as to equal one hundred percent (100%). The  
24 Pro Rata Unit Area for each Condominium Unit in the Development is set forth on the "Schedule  
25 of Pro Rata Unit Areas" maintained by the Board. Each Owner understands and agrees that the  
26 estimated approximate square footages of the Condominium Units can vary depending upon the  
27 measurement criteria utilized and that the designated Pro Rata Unit Areas for the Condominium  
28 Units are not intended to be precise measurements of the exact square footages of the  
29 Condominium Units, but rather are only good faith estimates of the approximate square footages  
30 of the Condominium Units in the Development. Each Owner agrees to the designated Pro Rata  
31 Unit Areas set forth on the Schedule of Pro Rata Unit Areas maintained by the Board.

32 Section 54. "Public Agencies" shall mean and refer individually and/or

1 collectively to any of the various federal, state and/or local governmental agencies having  
2 jurisdiction over all or any portion of the Development including, but not limited to, the County,  
3 the City, the Redevelopment Agency, the Regional Water Quality Control Board and the DRE.

4 Section 55. "Redevelopment Agency" shall mean and refer to the Monrovia  
5 Redevelopment Agency, a public body, corporate and politic, existing pursuant to the California  
6 Community Redevelopment Law, (California Health and Safety Code, Section 33000, et seq.,)  
7 which has been authorized to transact business pursuant to action of the City.

8 Section 56. "Redevelopment Plan" shall mean and refer to the Redevelopment  
9 Plan for Project Area I adopted by the City which is applicable to the Development.

10 Section 57. "Residential Condominium Unit" shall mean and refer to a type of  
11 Condominium Unit in the Development consisting solely of a residential airspace element which  
12 is designated solely for residential purposes. Each Residential Condominium Unit is more  
13 particularly shown and described on the Condominium Plan recorded for the Phase in which such  
14 Condominium Unit is located.

15 Section 58. "Rules and Regulations" shall mean and refer to the Rules and  
16 Regulations which are adopted, amended or repealed by the Board pursuant to this Declaration.  
17 Certain of the Rules and Regulations are intended, and shall be interpreted and construed, to  
18 constitute "operating rules" under Section 4340 of the California Civil Code.

19 Section 59. "Special Benefit Area" shall mean and refer to Condominiums  
20 designated either by Declarant or by the Owners of such Condominiums as constituting a Special  
21 Benefit Area by reason of a special benefit derived by the Owners of such Condominiums from  
22 special services obtained or rendered by the Association for the Owners and other Occupants of  
23 the Condominiums in such Special Benefit Area. As more particularly set forth herein, the  
24 Association may incur Special Benefit Expenses for and on account of a Special Benefit Area, and  
25 accordingly, the Condominiums in the Special Benefit Area will be subject to the levy of Special  
26 Benefit Assessments by the Association as provided herein.

27 Section 60. "Special Benefit Expenses" shall mean and refer to the actual and  
28 estimated costs to be paid by the Association which are allocable only to the Owners of the  
29 Condominiums within a Special Benefit Area. The Special Benefit Expenses attributable to a  
30 Special Benefit Area may include, without limitation, the costs and expenses incurred by the  
31 Association in connection with the following: (a) administering the Special Benefit Area, including

1 compensation paid to budget preparers for determining the annual operating budget for the Special  
2 Benefit Area; (b) obtaining any special services requested by the Owners of the Condominiums in  
3 the Special Benefit Area; (c) providing any utility services in connection with the special services  
4 requested by the Owners in the Special Benefit Area; (d) obtaining any special insurance coverage  
5 which may be required in connection with the special services requested by the Owners in the  
6 Special Benefit Area; and (e) paying for all other goods and services designated by, or in  
7 accordance with other expenses incurred by the Association for the benefit of the Owners and the  
8 Condominiums located within the Special Benefit Area. To illustrate, Special Benefit Expense  
9 would include the expenses incurred by the Association at the request of the Owners or Occupants  
10 of the Commercial and/or Live/Work Condominium Units to paint (and remove) holiday  
11 decorations on the exterior windows of such Units. The affected Units would constitute the Special  
12 Benefit Area for such requested Special Benefit Expenses.

13 Section 61. "Structural Core" shall mean and refer to all structural support  
14 components of a Condominium Building (including, without limitation, all separate and common  
15 footings, foundations, columns, beams, girders, load bearing walls and other vertical and  
16 horizontal support components and systems for a Condominium Building, but excluding all  
17 demising and partitions walls within a Condominium Unit).

18 Section 62. "Total Unit Area" shall mean and refer to the sum of the Unit Areas  
19 for all Condominium Units in the Development; provided however, for certain provisions of this  
20 Declaration which specifically so indicate, Total Unit Area may be the sum of the Unit Areas for  
21 only certain Condominium Units in the Development.

22 Section 63. "Unit Area" shall mean and refer to the good faith estimate of the  
23 approximate square footage of a Condominium Unit (i.e., the residential airspace element for a  
24 Residential Condominium Unit, the live/work airspace element for a Live/Work Condominium  
25 Unit and the commercial airspace element for a Commercial Condominium Unit, as referenced in  
26 Article III hereinbelow), but does not include the estimated square footage of any of the Exclusive  
27 Use Areas appurtenant to a Condominium Unit. Each Owner understands and agrees that such  
28 estimate is specifically not intended to constitute a precise measurement of the exact square footage  
29 of any Condominium Unit in the Development, but rather is only a good faith estimate of the  
30 approximate square footage, and each Owner hereby agrees to the Unit Areas set forth on the  
31 "Schedule of Pro Rata Unit Areas" maintained by the Board.

32 Section 64. "VA" shall mean and refer to the United States Veterans



1 Administration, including any successors thereto.

2 Section 65. "Water Quality Management Plans" shall mean and refer to the  
3 following: (i) Storm Water Pollution Prevention Plan, Colorado Commons Parcel Map # 063269,  
4 dated 06/08/2006, prepared by DRC for the Development, as same may be amended or  
5 supplemented from time to time; (ii) the Standard Urban Stormwater Mitigation Plan applicable  
6 to the Development, as same may be amended or supplemented from time to time; and (iii) any  
7 permit, plan and/or program which addresses storm water runoff from the Development. The Water  
8 Quality Management Plans are intended to minimize impacts from storm water runoff on the  
9 biological integrity of the natural drainage systems and water bodies in accordance with the  
10 requirements of various federal, State and local laws, ordinances and regulations (including,  
11 without limitation, the California Environmental Quality Act [California Public Resources Code  
12 Section 21100], Section 13369 of the California Water Code, Sections 319, 402(p) and 404 of the  
13 federal Clean Water Act, Section 6217(g) of the Coastal Zone Act Reauthorization Amendments,  
14 and Section 7 of the Environmental Protection Act). Storm water runoff from by the Development  
15 will be monitored by various Public Agencies (e.g., the RWQCB and the City). The Water Quality  
16 Management Plans contain, among other things, the Best Management Practices that must be  
17 followed by the Association and the Owners and other Occupants within the Development. The  
18 Water Quality Management Plans and the associated Best Management Practices may be modified  
19 at any time by the Public Agencies having jurisdiction over such matters.

20 Section 66. Application of Definitions. The words and phrases defined herein,  
21 shall be applicable throughout this Declaration and to any amendments hereto recorded pursuant  
22 to the provisions of this Declaration, and to any Declaration of Annexation recorded in connection  
23 with the Development, unless otherwise indicated or the context shall prohibit such application.

24 **ARTICLE II**

25 **INTRODUCTION TO COLORADO COMMONS**

26 Section 1. Introduction to Colorado Commons.

27 (a) General Plan of Development for Colorado Commons. Colorado  
28 Commons is a mixed use "condominium project" as defined in Section 4125 of the  
29 California Civil Code, consisting of seventy-two (72) Condominiums (including  
30 sixty-two [62] Residential Condominiums, six [6] Live/Work Condominiums and  
31 four [4] Commercial Condominiums) located in five (5) Condominium Buildings,

1 the Private Parking Garage and various easements and other rights in and to the City  
2 Parking Structure pursuant to the Parking Easement Agreement. The Residential  
3 Condominiums range in size from approximately six hundred ninety-two (692)  
4 square feet to approximately two thousand one hundred thirty-nine (2,139) square  
5 feet, each of the Live/Work Condominiums is approximately eight hundred eighty  
6 (880) square feet and each of the Commercial Condominiums is approximately one  
7 thousand one hundred seven (1,107) square feet. The architectural style is generally  
8 described as "Chicago townhouse brownstone." The Development was developed in  
9 substantial conformance with the development plan submitted to and approved by the  
10 Public Agencies. This Declaration imposes Protective Covenants and other terms,  
11 provisions and regulations which establish the general plan for the development,  
12 maintenance, care, improvement, use, occupancy and management of the  
13 Development.

14 (b) The Association. The Association is the management body for the  
15 Development, and in furtherance thereof, is responsible for owning, maintaining,  
16 repairing and/or replacing (as the case may be) the Association Property and  
17 Maintenance Areas and administering and enforcing the Protective Covenants and  
18 other terms and provisions set, forth in the Association Documents. The Association  
19 Property is more particularly described on **Exhibit "AP"** attached hereto.

20 (c) Membership in the Association. Each Owner of a Condominium  
21 shall automatically become a Member of the Association and shall have voting rights  
22 as set forth herein and in the Bylaws. Except as otherwise provided in this  
23 Declaration, all Owners and their family members, lessees, tenants, and their  
24 respective invitees shall be entitled to use and enjoy any common amenities in the  
25 Development.

26 (d) Obligation for Assessments. Each Owner of a Condominium in  
27 the Development shall be obligated to pay any and all Assessments levied by the  
28 Association against such Owner and/or his Condominium as provided in this  
29 Declaration.

30 Section 2. Non-Liability of Declarant. Nothing in this Article or elsewhere in  
31 this Declaration shall be understood or construed to compel Declarant to cause any subsequent  
32 Phase of the Development to be constructed or annexed into the Development.

1                    Section 3. Fire Sprinklers. In accordance with the conditions imposed by the  
2 City, Declarant has installed an automatic fire sprinkler system in each Condominium Building in  
3 the Development. Each Owner acknowledges that the fire sprinkler heads located within his  
4 respective Condominium Unit are composed of sensitive components which are heat activated.  
5 Accordingly, each Owner covenants and agrees not to remove, alter, paint over, or otherwise  
6 tamper with or disable the system in any way so as to keep the automatic fire sprinkler system  
7 located within his respective Condominium Unit in proper working order at all times. Additionally,  
8 each Owner covenants and agrees to indemnify and hold Declarant and Association and their  
9 respective members, officers, directors, employees, contractors, consultants and agents, free and  
10 harmless from and against any and all claims, losses, damages, or other liability (including  
11 attorneys' fees) arising from any breach of this covenant. Further, each Owner acknowledges and  
12 agrees that neither Declarant nor Association shall be liable for any damage to the Owner's  
13 Condominium caused by the activation of the fire sprinkler system.

14                    **ARTICLE III**

15                    **DESCRIPTION OF THE CONDOMINIUMS**

16                    In order to establish a plan of Condominium ownership for each Phase of the  
17 Development, Declarant divided each Phase into various freehold estates, as set forth in this  
18 Article. The Condominium Units in a Phase may include one or more Residential Condominium  
19 Units, Live/Work Condominium Units and/or Commercial Condominium Units, as defined and  
20 described hereinbelow, and each type of Condominium Unit shall be a perpetual freehold estate  
21 and a "separate interest," as defined in Section 4125 of the California Civil Code. The  
22 Condominium Units in each Phase will also be described in the Condominium Plan recorded for  
23 such Phase. The Condominium Units in this first Phase of the Development include Residential  
24 Condominiums Units, Live/Work Condominium Units and Commercial Condominium Units as  
25 shown on the Condominium Plan recorded on this first Phase.

26                    Section 1. Residential Condominium Units. Each Residential Condominium  
27 Unit consists of the following element in accordance with the plans and specifications for such  
28 Condominium Unit, as more particularly shown and described on the Condominium Plan recorded  
29 on the Property.

- 30                    (a) Residential Airspace Element. The residential airspace element is  
31                    bounded by and contained within the interior unfinished surfaces of the perimeter

1 walls, floors, ceilings, windows and doors of said element, identified on the  
2 Condominium Plan by the letter "R" followed by its respective Condominium Unit  
3 number. The lower and upper limits of each level of the residential airspace element  
4 are horizontal or sloped planes, the elevations of which are indicated in the  
5 Condominium Plan. The lateral boundaries of each level of the residential airspace  
6 element are vertical planes at the limits of the horizontal dimensions shown in the  
7 Condominium Plan for each residential airspace element.

8 Each Residential Condominium Unit includes the portions of the Condominium  
9 Building so described and the airspace so encompassed, together with all locks, handles and latches  
10 for the windows and exterior doors, the interior weather stripping for the windows, and the interior  
11 and exterior weather stripping for the exterior doors for such Unit, the forced air heating unit, if  
12 any, the air conditioning compressor, if any, the hot water heater, all built-in appliances and  
13 fixtures, and any interior staircase, but does not include any of the Common Area or any of the  
14 Association Property.

15 Section 2. The Live/Work Condominium Units. Each Live/Work  
16 Condominium Unit consists of the following element in accordance with the plans and  
17 specifications for such Condominium Unit, as more particularly shown and described on the  
18 Condominium Plan recorded on the Property.

19 (a) Live/Work Airspace Element. The live/work airspace element is  
20 bounded by and contained within the interior unfinished surfaces of the perimeter  
21 walls, floors, ceilings, windows and doors of said element, identified on the  
22 Condominium Plan by the letters "L/W" followed by its respective Condominium  
23 Unit number. The lower and upper limits of each level of the live/work airspace  
24 element are horizontal or sloped planes, the elevations of which are indicated in the  
25 Condominium Plan. The lateral boundaries of each level of the live/work airspace  
26 element are vertical planes at the limits of the horizontal dimensions shown in the  
27 Condominium Plan for each live/work airspace element.

28 Each Live/Work Condominium Unit includes the portions of the Condominium  
29 Building so described and the airspace so encompassed, together with all locks, handles and latches  
30 for the windows and exterior doors, the interior weather stripping for the windows, and the interior  
31 and exterior weather stripping for the exterior doors for such Unit, the forced air heating unit, if  
32 any, the air conditioning compressor, if any, the hot water heater, all built-in appliances and

1 fixtures, and any interior staircase, but does not include any of the Common Area or any of the  
2 Association Property.

3 Section 3. Commercial Condominium Unit. Each Commercial Condominium  
4 Unit consists of the following element in accordance with the plans and specifications for such  
5 Condominium Unit, as more particularly shown and described on the Condominium Plan recorded  
6 on the Property.

7 (a) Commercial Airspace Element. The commercial airspace element  
8 is bounded by and contained within the interior unfinished surfaces of the perimeter  
9 walls, floors, ceilings, windows and doors of said element, identified on the  
10 Condominium Plan by the letter "C" followed by its respective Condominium Unit  
11 number. The lower and upper limits of each level of the commercial airspace element  
12 are horizontal or sloped planes, the elevations of which are indicated in the  
13 Condominium Plan. The lateral boundaries of each level of the commercial airspace  
14 element are vertical planes at the limits of the horizontal dimensions shown in the  
15 Condominium Plan for each commercial airspace element.

16 Each Commercial Condominium Unit includes the portions of the Condominium  
17 Building so described and the airspace so encompassed, together with all locks, handles and latches  
18 for the windows and exterior doors, the interior weather stripping for the windows, and the interior  
19 and exterior weather stripping for the exterior doors for such Unit, the forced air heating unit, if  
20 any, the air conditioning compressor, if any, the hot water heater, all built-in appliances and  
21 fixtures, and any interior staircase, but does not include any of the Common Area or any of the  
22 Association Property.

23 Section 4. Association Property. The Association Property located in this first  
24 Phase of the Development consists of: (i) the Property and all Improvements constructed thereon  
25 (including, without limitation, the Condominium Buildings and other Improvements constructed  
26 thereon, but excluding the Condominium Units [and all Improvements constructed within the  
27 Condominium Units] and also excluding the Common Area); and (ii) the Additional Association  
28 Property. The Association Property located in a subsequent Phase of the Development will be  
29 described in the Declaration of Annexation recorded for such subsequent Phase and/or in the  
30 Condominium Plan recorded on such subsequent Phase. As more fully depicted and described in  
31 the Condominium Plan recorded on the Property, the boundaries of the portion of the Association  
32 Property located on the Property are as follows: the upper vertical boundary is Six Hundred Fifty

1 feet (650.0') above mean sea level, the lower vertical boundary is the center of the earth, and the  
2 lateral boundaries are vertical planes at the limits of the horizontal dimensions of the Property. The  
3 Additional Association Property includes, among other things, various easements on, over, across  
4 and through the City Parking Structure and the easements on, over, across and through portions of  
5 the Private Parking Garage, all as more particularly described and/or depicted on **Exhibit "C"**  
6 attached hereto. As noted, the Association Property includes all Improvements located on the  
7 Property (including, but not limited to, the Condominium Buildings [including the Building Shell  
8 and the Structural Core], but excluding the Condominium Units), together with all private utility  
9 lines and connections (and all common utility cabinets), private sanitary sewers, private storm  
10 drainage catch basins, lines and connections, pipes, ducts, flues, chutes, conduits, wires and other  
11 utility installations wherever located (except all utility installations and/or outlets thereof when  
12 located within a Condominium Unit), common sidewalks, common decorative exterior lighting,  
13 common mailbox structures, monument signs, common trash enclosure areas and all common  
14 landscaping and related irrigation systems.

15 Section 5. Exclusive Use Areas. Portions of the Association Property in each  
16 Phase of the Development have been reserved by Declarant as Exclusive Use Areas for the benefit  
17 of the respective designated Condominium Unit. Without limiting the foregoing, all of the parking  
18 spaces located within the Private Parking Garage and all of the parking spaces located within the  
19 City Parking Structure which are allocated to the Development as set forth in the Parking Easement  
20 Agreement have been reserved by Declarant as Exclusive Use Areas for the benefit of the  
21 respective designated Condominium Unit in the Development. Each Exclusive Use Area  
22 constitutes an exclusive easement appurtenant to its designated Condominium Unit, subject to the  
23 exclusive uses, purposes and restrictions set forth herein. The Exclusive Use Area parking spaces  
24 located within the City Parking Structure are also subject to the exclusive uses, purposes and  
25 restrictions set forth in the Parking Easement Agreement. The Exclusive Use Areas and the  
26 Condominium Units to which such Areas are appurtenant are generally depicted on Exhibit  
27 **"EUA"** attached hereto. The Exclusive Use Area parking spaces (together with the unassigned  
28 guest parking spaces and handicapped spaces) are generally depicted on **Exhibit "PP"** attached  
29 hereto by the letter "R" or "G" followed by a parking space number, and are appurtenant to the  
30 Condominium Units as set forth at Exhibit "PPA" attached hereto. The Exclusive Use Areas (other  
31 than the parking spaces) appurtenant to the Condominium Units are as follows:

32 (a) Porch. The porch area which is contiguous to the entry on the

1 ground (i.e., the first/entrance) level of a Residential Condominium Unit and which  
2 is bounded by and contained within the exterior finished surfaces of the adjoining  
3 Condominium Building, doors, perimeter walls and any steps, identified on **Exhibit**  
4 **"EUA"** attached hereto by the letters "PR" followed by its respective Condominium  
5 Unit number, is hereby assigned to such contiguous Condominium Unit as shown on  
6 said Exhibit.

7 (b) Deck. The deck area which is contiguous to a portion of the  
8 second or third level of a Residential Condominium Unit which is bounded by and  
9 contained within the exterior finished surfaces of the adjoining Condominium  
10 Building, door, deck perimeter walls and/or railings, identified on **Exhibit "EUA"**  
11 attached hereto by the letter "D" followed by its respective Condominium Unit  
12 number, is hereby assigned to such contiguous Condominium Unit as shown on said  
13 Exhibit.

14 (c) Air Conditioning Compressor Pad. The air conditioning  
15 compressor pad designed to serve a single Condominium Unit located on the roof of  
16 the Condominium Building in which such Condominium Unit is located, identified  
17 on **Exhibit "EUA"** attached hereto by the letters "AC" followed by its respective  
18 Condominium Unit number, is hereby assigned to such Condominium Unit as shown  
19 on said Exhibit.

20 (d) Telephone Wiring. The internal and external telephone wiring  
21 designed to service a single Condominium Unit but located outside the boundaries of  
22 such Unit is hereby assigned to such Condominium Unit.

23 Section 6. Common Area. The Common Area consists of a three-dimensional  
24 volume of airspace located directly above the portion of the Association Property located on the  
25 Property, as more particularly shown and described on one of the Condominium Plans recorded on  
26 the Property. The boundaries of the Common Area are as follows: the upper vertical boundary  
27 extends infinitely into the heavens; the lower vertical boundary is Six Hundred Fifty feet (650.0')  
28 above mean sea level; and the lateral boundaries are vertical planes at the limits of the horizontal  
29 dimensions of the Property. The Common Area does not include any Association Property or any  
30 of the Condominium Units (or any of the Improvements constructed within said Condominium  
31 Units).

32 Section 7. Undivided Fractional Fee Interest in Common Area. The

1 Condominium Plans recorded on the Property depicts a total of seventy-two (72) Condominium  
2 Units, including sixty-two (62) Residential Condominium Units, six (6) Live/Work Condominium  
3 Units and four (4) Commercial Condominium Units. The interest in the Common Area conveyed  
4 with each respective Condominium Unit is a one/seventy-second (1/72nd) undivided fractional fee  
5 interest. The above respective undivided fractional fee interest established and to be conveyed with  
6 the respective Condominium Unit cannot be changed. Neither a Condominium Unit nor the  
7 respective undivided fractional fee interest in the Common Area shall be separately conveyed or  
8 encumbered. An otherwise valid conveyance or encumbrance referring only to the Condominium  
9 Unit shall also convey or encumber the respective undivided fractional fee interest in the Common  
10 Area. Any attempt to convey or encumber the undivided fractional fee interest in the Common  
11 Area without the respective Condominium Unit shall be null and void.

12 Section 8. Easements over Association Property. Each Owner shall have a  
13 nonexclusive easement appurtenant to his Condominium Unit for ingress, egress, use and  
14 enjoyment on and over all portions of the Association Property in the Development which are  
15 intended for common use by the Owners (excluding any portions set aside as Exclusive Use Areas  
16 or otherwise subject to rights reserved by Declarant). Additionally, each Owner shall have a  
17 nonexclusive easement on and over all portions of the Association Property (excluding any  
18 portions set aside as Exclusive Use Areas or otherwise subject to rights reserved by Declarant) to  
19 access his respective Exclusive Use Areas and to maintain, repair and replace any equipment or  
20 systems (e.g., air conditioning compressor, telephone wiring, etc.) located within such Exclusive  
21 Use Area.

22 Section 9. Components of Condominium Ownership. Each Condominium  
23 includes all of the following components: (a) a separate interest in a Condominium Unit, as defined  
24 and described in Sections 1, 2 or 3 hereinabove; (b) all easements (exclusive and nonexclusive)  
25 appurtenant to the respective Condominium Unit; (c) a one/seventy-second (1/72nd) undivided  
26 fractional fee interest in the Common Area; and (d) a membership in the Association. No  
27 component of the Condominium may be separately transferred, conveyed or encumbered. Any  
28 attempt to separately transfer, convey or encumber any such component shall be null and void.

#### 29 **ARTICLE IV**

#### 30 **RESERVATION OF EASEMENTS AND**

#### 31 **OTHER PROPERTY RIGHTS**

32 Section 1. Owners' Easements. Subject to the provisions of this Declaration,



1 every Owner shall have an easement and right of ingress, egress, access, use and enjoyment in and  
2 to the Association Property (including, but not limited to, a perpetual easement and right of ingress  
3 and egress to his respective Condominium Unit). Said easement and right shall be appurtenant to  
4 and shall pass with title to every Condominium, subject to the limitations set forth in Section 2  
5 below.

6 Section 2. Limitations on Owners' Easement Rights. The rights and easements  
7 of access, use and enjoyment set forth in Section 1 hereinabove shall be subject to the provisions  
8 of this Declaration including, but not limited to, the following:

9 (a) Limitation on Guests. The right of the Association to reasonably  
10 limit the number of guests an Owner has within his Condominium Unit;

11 (b) Establishment of Rules and Regulations. The right of the  
12 Association to establish and enforce reasonable Rules and Regulations pertaining to  
13 the use of the Association Property;

14 (c) Borrowings and Encumbrances. The right of the Association, in  
15 accordance with its Articles, Bylaws and this Declaration, to borrow money with the  
16 assent of Owners (other than Declarant) holding at least sixty-seven percent (67%) of  
17 the total voting power of the Association and/or to mortgage, pledge, deed in trust or  
18 otherwise hypothecate any or all of its real or personal property as security for money  
19 borrowed or debts incurred, for the purpose of improving or repairing the Association  
20 Property and/or Maintenance Areas;

21 (d) Suspension of Rights and Imposition of Penalties. The right of  
22 the Association, after Notice and Hearing, (i) to suspend the rights and easements of  
23 any Owner (and any Occupant of such Owner's Condominium Unit) to use any  
24 amenities that may be constructed on the Association Property, and/or (ii) to suspend  
25 the voting rights of any Owner, for the period during which any Assessment against  
26 such Owner's Condominium remains unpaid and delinquent, it being understood that  
27 any suspension of such rights shall not constitute a waiver or discharge of the Owner's  
28 obligations to pay all Assessments as provided herein; and the right of the  
29 Association, after Notice and Hearing, to impose a monetary penalty against any  
30 Owner for the period during which such Owner (or any Occupant of such Owner's  
31 Condominium Unit) is in violation of the Association Documents;

32 (e) Dedications. Subject to the terms and provisions of the Article

1 herein entitled "Mortgagee Protection," the right of the Association to dedicate or  
2 transfer all or any part of the Association Property to any Public Agency or utility for  
3 such purposes and subject to such conditions as may be agreed to by the Owners, and  
4 in furtherance thereof, to deannex such portion of the Association Property from this  
5 Declaration. No such dedication or transfer shall be effective unless: (i) an instrument  
6 approving said dedication or transfer is signed by two (2) authorized officers of the  
7 Association attesting that Owners holding at least sixty-seven percent (67%) of the  
8 total voting power of the Association approved such action, and is recorded in the  
9 Office of the County Recorder; and (ii) a written notice of the proposed dedication or  
10 transfer is sent to every Owner not less than fifteen (15) days nor more than thirty (30)  
11 days in advance, provided, however, that the dedication or transfer of easements for  
12 utilities or for other public purposes consistent with the intended use of the Association  
13 Property shall not require the prior approval of the Members of the Association;

14 (f) Acceptances and Conveyances of Property. The right of the  
15 Board to join with the Association, an Owner, a Public Agency, utility company or  
16 other person or entity in the execution of a lot line adjustment, grant deed and/or grant  
17 of easement for the purpose of accepting or conveying title to property, including  
18 without limitation, any portion of the Association Property, and in furtherance thereof  
19 to deannex such portion of the Association Property from this Declaration, as  
20 necessary to transfer title, provided and on condition that any such lot line adjustment  
21 and/or conveyance which decreases the Association Property must comply with the  
22 provisions of California Civil Code Section 4600, as same may be amended from  
23 time to time;

24 (g) Limitations on Access and Use. The right of the Association to  
25 limit use of those portions of the Association Property which are not intended for  
26 recreational use, and without limiting the foregoing to limit access to the roof of any  
27 Condominium Building except in connection with the maintenance of any equipment  
28 or system serving an Owner's Unit, provided such access shall be subject to prior  
29 reasonable notice to the Association and limited to qualified contractors and repair-  
30 persons;

31 (h) Performance of Duties. The right of the Association to perform  
32 and exercise its powers and duties as set forth herein;

1 (i) Grants of Access. The right of the Association to approve, which  
2 approval shall not be unreasonably withheld, and to impose various conditions on the  
3 reasonable access to the Association Property for the purpose of allowing an Owner  
4 to maintain the internal and external telephone wiring designed to serve his particular  
5 Condominium Unit;

6 (j) Other Rights. Other rights of the Association, the Board and the  
7 Owners with respect to the Association Property as may be provided for in this  
8 Declaration;

9 (k) Rights of the Association and Others. The rights of the  
10 Association, its members, their guests and others, for ingress, egress, and access for  
11 maintenance, use and enjoyment of any portions of the Association Property; and

12 (l) Other Restrictions. Any limitations, restrictions or conditions  
13 affecting the use, enjoyment or maintenance of the Association Property imposed by  
14 Declarant or any Public Agency having jurisdiction to impose any such limitations,  
15 restrictions or conditions including, but not limited to, the rights of the City to use its  
16 vehicles or appropriate equipment over those portions of the Association Property  
17 designed for vehicular movement to perform municipal functions or emergency or  
18 essential public services.

19 Section 3. Delegation of Association Property Use Rights. Any Owner may  
20 delegate his rights of use and enjoyment of any amenities located on the Association Property to  
21 his respective Occupants. In the event an Owner has rented or leased his Condominium, his rights  
22 to use and enjoy such amenities, if any, shall be automatically delegated to his tenants or lessees  
23 for the duration of their tenancy, and the Owner's rights to use and enjoy any such amenities shall  
24 be suspended for the duration of such tenancy. (With respect to an installment land sales contract,  
25 the seller under the contract shall be deemed to have delegated his rights to use and enjoy any such  
26 amenities on the Association Property to the purchaser under the contract.) Without limiting the  
27 foregoing, an Owner who does not reside in the Development shall be deemed to have delegated  
28 the right to use such Owner's Exclusive Use Area parking space(s) to his respective Occupants. In  
29 all cases, the Owner shall be obligated to enforce compliance by his respective Occupants with the  
30 provisions of the Association Documents and any rules adopted by the City as provided in the  
31 Parking Easement Agreement regarding the use of the City Parking Structure.

32 Section 4. Easements for Vehicular and Pedestrian Traffic. In addition to the

1 general right and easements for access, use and enjoyment granted herein, Declarant has granted  
2 to each Owner a nonexclusive easement appurtenant to his Condominium Unit for vehicular and  
3 pedestrian ingress, egress and access on, over, across and through the City Parking Structure  
4 subject to the provisions of the Parking Easement Agreement and on, over, across and through the  
5 Private Parking Garage.

6 Section 5. Easements Over Sidewalks. There is hereby established, reserved  
7 and granted over each Condominium Unit in the Development, for the benefit of each Owner and  
8 his Occupants nonexclusive reciprocal easements appurtenant on, over and across all common  
9 sidewalks within the Development for pedestrian access, use and enjoyment.

10 Section 6. Easements for Clustered Mailboxes. In order to comply with the  
11 various requirements of the City and the United States Postal Service, clustered mailboxes may be  
12 installed within the Development. Easements are hereby established, reserved and granted on and  
13 over the affected portions of the Development in favor of all Owners and the United States Postal  
14 Service for delivery, deposit and retrieval of mail.

15 Section 7. Easements for Maintenance by the Association. There is hereby  
16 established, reserved and granted a nonexclusive easement in favor of the Association for ingress,  
17 egress and access on, over and across the Development as reasonably required by the Association  
18 to: (a) perform its maintenance obligations as more particularly set forth in the Articles herein  
19 entitled "Powers and Duties of the Association" and "Repair and Maintenance" (including, without  
20 limitation, performing an annual inspection of the automatic fire sprinkler system installed in the  
21 Condominium Buildings and Condominium Units); and (b) bring an Owner and/or his  
22 Condominium into compliance with the Association Documents in accordance with the provisions  
23 set forth herein. Without limiting the generality of the foregoing, there is hereby created, granted  
24 and reserved a nonexclusive easement for ingress, egress and access over each Condominium Unit  
25 to maintain, repair, and reconstruct any Exclusive Use Areas which are appurtenant to the  
26 respective Condominium Unit. After reasonable notice to the Owner and at a reasonable hour of  
27 the day, the Association, and its duly authorized agents and employees, shall have the right to enter  
28 upon an Owner's Condominium for the performance of such work to the Exclusive Use Areas.  
29 Such entry shall be made with as little inconvenience to the Owner as is practicable; and in the  
30 event that any damage shall be proximately caused by such entry, the Association shall repair the  
31 same at its expense. Notwithstanding the foregoing, the Association shall have an immediate right  
32 of entry in the event of an emergency.

1            Section 8. Easements for Utilities. To the extent possible, all rights and duties  
2 of the Owners of Condominiums within the Development with respect to sanitary sewer, water,  
3 electricity, gas, television cable and telephone lines, and other facilities shall be governed by the  
4 following:

5            (a) Each respective utility company shall maintain all utility facilities  
6 and connections on the Development owned by such utility company, provided,  
7 however, that if any company shall fail to do so, it shall be the obligation of each  
8 Owner to maintain those facilities and connections located upon or within such  
9 Owner's Condominium Unit, and it shall be the obligation of the Association to  
10 maintain those facilities and connections located upon the Association Property.  
11 Notwithstanding the foregoing, telephone wiring designed to serve a single  
12 Condominium Unit, but located outside the boundaries of the Condominium Unit,  
13 shall be maintained by the Owner of said Condominium Unit.

14            (b) Wherever sanitary sewer, storm drains, water or gas connections,  
15 television cables, electricity or telephone lines are installed within the Development  
16 and it becomes necessary to gain access to said connections, cables and/or lines  
17 through a Condominium Unit owned by someone other than the Owner of the  
18 Condominium Unit served by said connections, cables and/or lines, the Owner of the  
19 Condominium Unit served by said connections, cables and/or lines shall have the  
20 right, and is hereby granted an easement to the full extent necessary therefore, to enter  
21 upon such other Condominium Unit or to have the utility companies enter upon such  
22 other Condominium Unit to repair, replace and generally maintain said connections,  
23 cables and/or lines.

24            (c) Whenever sanitary sewer, water or gas connections, television  
25 cables, electricity or telephone lines are installed within the Development and said  
26 connections, cables and/or lines serve more than one (1) Condominium Unit, the  
27 Owner of each Condominium Unit served by said connections, cables and/or lines  
28 shall be entitled to the full use and enjoyment of such portions of same as service his  
29 Condominium Unit.

30            (d) In the event of a dispute between Owners with respect to the  
31 repair or rebuilding of the aforesaid connections, cables and/or lines, or the sharing of  
32 the cost thereof, upon written request of one (1) of such Owners addressed to the

1 Association, the matter shall be submitted to the Board who shall decide the dispute,  
2 and the decision of the Board shall be final and conclusive on the Owners.

3 (e) Easements over the Development for the installation and  
4 maintenance of electric and telephone lines, water, gas, storm drainage and sanitary  
5 sewer connections and facilities, and television antenna cables and facilities, all as  
6 shown on the recorded map of the Development and as may be hereafter required or  
7 needed to service the Development, have been transferred by Declarant to the  
8 Association.

9 (f) Easements over the Development for the installation and  
10 maintenance of electric and telephone lines, water, gas, storm drainage and sanitary  
11 sewer connections and facilities, utility meters, street lights, mail boxes, fire hydrants  
12 and television antenna cables and facilities, as shown on the recorded map of the  
13 Development, or otherwise of record, have been transferred by Declarant to the  
14 Association. Notwithstanding that an Owner may install Improvements within said  
15 easement area with the approval of the Design Review Committee, each Owner  
16 acknowledges that such Improvements may be removed to maintain, repair or replace  
17 any of the foregoing facilities without any liability to the Owner to repair or restore  
18 such Improvements.

19 Section 9. Easements for Encroachments. There are hereby established,  
20 reserved and granted nonexclusive easements appurtenant to any Condominium Unit and to the  
21 Association Property on, over and across those portions of an adjacent Condominium Unit or  
22 Association Property (as the case may be) not to exceed three feet (3'), for the encroachment by  
23 any Improvement as originally constructed by Declarant (including but not limited to, footings,  
24 roof overhangs, rain gutters, windows, walls, fences, gates, decks and porch areas), and for the  
25 encroachment by any Improvement resulting from any subsequent reconstruction, repair, shifting,  
26 settlement or other movement of such Improvements. All of the aforesaid encroachments shall be  
27 measured at the point of encroachment along a line which is perpendicular to the common property  
28 line between the affected Condominium Units and/or Association Property. The foregoing  
29 easement for encroachments shall exist so long as such the encroachment exists.

30 Section 10. Easement for Public Officials and Public Uses. In addition to the  
31 foregoing easements over the Association Property, there are hereby established, reserved and  
32 granted easements for all authorized public officials and for all public services (including, but not

1 limited to, the fire inspector, building inspectors, police, fire, paramedics, ambulance and other  
2 authorized public servants) to enter in and upon the Development and into all Condominium  
3 Buildings for purposes of serving the health and welfare of the Owners and other Occupants in the  
4 Development and carrying out all federal, state and local laws, ordinances and regulations.

5 Section 11. Transfer of Association Property to the Association.

6 (a) Transfer of Title to the Association Property. Declarant has  
7 conveyed to the Association fee simple title to, an easement over, or leasehold interest  
8 in the Association Property, subject to such reservation of rights, as Declarant may  
9 have deemed necessary or appropriate, to the Protective Covenants set forth in this  
10 Declaration and to any other matters of record or apparent at the time of conveyance.  
11 It is understood that all such conveyances were made in conformity with Declarant's  
12 general plan for the development of the Development.

13 (b) Acceptance by the Association of Conveyances of Association  
14 Property. Regardless of whether any deed or other instrument of conveyance used to  
15 convey any portion of the Association Property from Declarant to the Association  
16 included an express acceptance of such conveyance, the Association, upon recordation  
17 of such deed or other instrument of conveyance, shall be deemed to have accepted any  
18 conveyance of Association Property from Declarant to the Association which is in  
19 substantial conformance with the overall general plan of development for the  
20 Development as submitted to and approved by the DRE. In the event a dispute shall  
21 arise between Declarant and the Association with respect to the conveyance or  
22 acceptance of any Association Property, such dispute shall be resolved in accordance  
23 with the dispute resolution provisions set forth in this Declaration.

24 Section 12. No Guarantee of View; Disclaimer. The Redevelopment Agency, the  
25 City, the Board and the Design Review Committee, and the members, employees, consultants,  
26 agents or contractors of the foregoing, do not make any representations whatsoever concerning  
27 the view, if any, that a particular Condominium will enjoy. Furthermore, the payment by any  
28 Owner of any "premium" for a Condominium does not constitute a representation or warranty,  
29 express or implied, concerning the view, if any, the Condominium will enjoy. There are no express  
30 or implied easements whatsoever appurtenant to any Condominium for view purposes, or for the  
31 passage of light and air across any other Condominium, or any other property (within or outside  
32 the Development). Each Owner, by accepting a deed to a Condominium, hereby expressly

1 acknowledges and agrees that any view which his Condominium may enjoy as of the date of  
2 purchase may be impaired or obstructed by the installation of trees, other landscaping or other  
3 types of barriers (both natural and artificial), the growth of landscaping, the construction or other  
4 installation of Improvements in the Development and/or on any property adjoining the  
5 Development in accordance with applicable ordinances and regulations, and each Owner hereby  
6 expressly consents to any such obstruction.

7 **ARTICLE V**  
8 **THE ASSOCIATION**

9 Section 1. Membership. Every person or entity who or which is an Owner, as  
10 defined in this Declaration, shall be a Member of the Association. The foregoing is not intended  
11 to include persons or entities who hold an interest in any Condominium in the Development  
12 merely as security for the performance of an obligation.

13 Section 2. Classes of Membership. The Association shall have three (3) classes  
14 of membership, as follows:

15 (a) Class A Members - Owners of the Residential Condominium  
16 Units. The Class A Members are all of the Owners of the Residential Condominium  
17 Units in the Development which are subject to the levy of Assessments. A Class A  
18 Member is entitled to a number of votes equal to the product of one hundred (100)  
19 multiplied by the Pro Rata Unit Area of such Member's Residential Condominium  
20 Unit, (or in the event a Class A Member owns more than one Residential  
21 Condominium Unit, the total of all Pro Rata Unit Areas for all Residential  
22 Condominium Units owned by such Member). When a Residential Condominium  
23 Unit is owned by more than one (1) Owner, the vote for such Residential  
24 Condominium Unit shall be exercised as such Owners determine among themselves,  
25 but in no event shall votes be cast with respect to any Residential Condominium Unit  
26 exceeding that Condominium's Pro Rata Unit Area multiplied by one hundred (100).  
27 The Association shall recognize the vote cast by a co-Owner, unless another co-  
28 Owner shall cast a conflicting vote, in which case both votes shall be null and void  
29 and not recognized by the Association.

30 (b) Class B Member - Owners of Live/Work Condominium Units.  
31 The Class B Members are all of the Owners of the Live/Work Condominium Units in



1 the Development which are subject to the levy of Assessments. A Class B Member is  
2 entitled to a number of votes equal to the product of one hundred (100) multiplied by  
3 the Pro Rata Unit Area of such Member's Live/Work Condominium Unit, (or in the  
4 event a Class B Member owns more than one Live/Work Condominium Unit, the total  
5 of all Pro Rata Unit Areas for all Live/Work Condominium Units owned by such  
6 Member). When a Live/Work Condominium Unit is owned by more than one (1)  
7 Owner, the vote for such Live/Work Condominium Unit shall be exercised as such  
8 Owners determine among themselves, but in no event shall votes be cast with respect  
9 to any Live/Work Condominium Unit exceeding that Condominium's Pro Rata Unit  
10 Area multiplied by one hundred (100). The Association shall recognize the vote cast  
11 by a co-Owner, unless another co-Owner shall cast a conflicting vote, in which case  
12 both votes shall be null and void and not recognized by the Association.

13 (c) Class C Member - Owners of Commercial Condominium Units.

14 The Class C Members are all of the Owners of the Commercial Condominium Units  
15 in the Development which are subject to the levy of Assessments. A Class C Member  
16 is entitled to a number of votes equal to the product of one hundred (100) multiplied  
17 by the Pro Rata Unit Area of such Member's Commercial Condominium Unit, (or in  
18 the event a Class C Member owns more than one Commercial Condominium Unit, the  
19 total of all Pro Rata Unit Areas for all Commercial Condominium Units owned by  
20 such Member). When a Commercial Condominium Unit is owned by more than one  
21 (1) Owner, the vote for such Commercial Condominium Unit shall be exercised as  
22 such Owners determine among themselves, but in no event shall votes be cast with  
23 respect to any Commercial Condominium Unit exceeding that Condominium's Pro  
24 Rata Unit Area multiplied by one hundred (100). The Association shall recognize the  
25 vote cast by a co-Owner, unless another co-Owner shall cast a conflicting vote, in  
26 which case both votes shall be null and void and not recognized by the Association.

27 Unless a specific provision of this Declaration, the Articles or the Bylaws requires  
28 the approval of a greater percentage, any action taken by the Association which must have the  
29 approval of either (i) the Owners or the Members of the Association, or (ii) the total voting power  
30 of the Association, before being undertaken shall require the vote or written assent of at least a  
31 majority of the Total Unit Area of the Condominiums owned by the Class A, B and C Members.

1                    Section 3. Election of A Director to Represent Each Class of Members After  
2 the Expiration of the Term of Office of the Directors Appointed by Declarant. At the election of  
3 Directors to be held upon the termination of the terms of office of the Directors appointed by the  
4 Declarant, the Class A Members, the Class B Members and the Class C Members shall each be  
5 entitled to elect, solely by the vote of their respective Members, one (1) Director to represent such  
6 Class of Members. The two (2) remaining Directors shall be deemed Directors at large and shall  
7 be elected by all Members as provided in the Bylaws. If any Class of Members does not have at  
8 least one (1) candidate willing to serve as their Director, the Director for such Class shall  
9 temporarily be deemed a Director at large and shall be elected by all Members. At any subsequent  
10 election, if the Members of such Class have a least one (1) candidate willing to serve as their  
11 Director, the Members of such Class shall elect their own respective Director.

12                    Section 4. Vesting of Voting Rights. The voting rights attributable to any given  
13 Condominium in the Development shall not vest until the Assessments provided for in this  
14 Declaration have been levied by the Association against such Condominium.

15                    Section 5. Transfer. The Association membership held by any Owner of a  
16 Condominium shall not be transferred, pledged or alienated in any way, except as incidental to  
17 the sale of such Condominium and the membership shall be automatically transferred upon the  
18 sale of such Condominium. In the event of such sale, the Association membership may only be  
19 transferred, pledged or alienated to the bona fide purchaser or purchasers of the Condominium,  
20 or to the Mortgagee (or third-party purchaser) of such Condominium upon a foreclosure sale,  
21 deed in lieu or other remedy set forth in the Mortgage. Any attempt to make a prohibited transfer  
22 is void and will not be reflected in the books and records of the Association.

23                    Section 6. Proxies. Votes may be cast in person or by proxy. Proxies must be  
24 filed with the Secretary before the appointed time for each meeting. Every proxy shall be revocable  
25 and shall automatically terminate upon the earliest of the following: (a) the conveyance of a  
26 Condominium by the Owner; (b) the date of automatic termination, if any, specified in the proxy,  
27 but not to exceed three (3) years from the date of issuance of the proxy; or (c) eleven (11) months  
28 from the date of issuance of the proxy, if no automatic termination date is specified in the proxy.  
29 Any form of proxy or written ballot distributed to the membership of the Association shall afford  
30 an Owner the opportunity to specify a choice between approval and disapproval of each matter or  
31 group of matters to be acted upon at the meeting for which said proxy was distributed, except it  
32 shall not be mandatory that a candidate for election to the Board be named in a proxy. The proxy

1 or written ballot shall provide that, where the Owner specifies a choice, the vote shall be cast in  
2 accordance with that choice. In addition, the proxy shall also identify the person or persons  
3 authorized to exercise the proxy and the length of time it shall be valid.

4 Section 7. Record Dates. For the purposes of determining Members entitled to  
5 notice of any meeting, to vote or to exercise any other rights in respect of any lawful action, the  
6 Board may fix in advance record dates as provided in the Bylaws.

7 Section 8. Fair Election Procedures. The Board shall adopt Rules and  
8 Regulations in accordance with the procedures prescribed by California Civil Code Section 4340,  
9 et seq., which do all of the following:

10 (a) Campaign Material. The Board shall ensure that if any candidate  
11 for election or Member advocating a point of view is provided access to Association  
12 media, newsletters or Internet Web sites during a campaign for purposes that are  
13 reasonably related to that election, equal access shall be provided to all candidates and  
14 Members advocating a point of view, including those not endorsed by the Board, for  
15 purposes that are reasonably related to the election. The Association shall not edit or  
16 redact any content from these communications, but may include a statement specifying  
17 that the candidate or Member, and not the Association, is responsible for that content.

18 (b) Meeting Locations. The Board shall ensure access to any meeting  
19 spaces within the Association Property during a campaign, at no cost, to all candidates,  
20 including those who are not incumbents, and to all Members advocating a point of  
21 view, including those not endorsed by the Board, for purposes reasonably related to  
22 the election.

23 (c) Campaign Funds. Association funds shall not be used for  
24 campaign purposes in connection with any Board election or any other Association  
25 election except to the extent necessary to comply with duties of the Association  
26 imposed by law. As used herein, "campaign purposes" include, but are not limited to,  
27 the following: (i) expressly advocating the election or defeat of any candidate that is  
28 on the Association election ballot; and (ii) including the photograph or prominently  
29 featuring the name of any candidate on a communication from the Association or the  
30 Board, excepting the ballot and balloting materials, within thirty (30) days of an  
31 election; provided however that it is not a campaign purpose if the communication is  
32 one required by California Civil Code Section 5100 regarding equal access to all

1 candidates and advocates.

2 (d) Description of Qualifications. The Board shall specify the  
3 qualifications for candidates for the Board and any other elected positions, and  
4 procedures for the nomination of candidates. A nomination or election procedure shall  
5 not be deemed reasonable if it disallows any Member from nominating himself or  
6 herself for election to the Board; provided however only one (1) co-Owner of a  
7 Condominium may serve as a director or officer at the same time.

8 (e) Description of Voting Qualifications. The Board shall specify the  
9 Member qualifications for voting, the voting power of each membership, the  
10 authenticity, validity, and effect of proxies, and the voting period for elections,  
11 including the times at which polls will open and close;

12 (f) Selecting the Inspector(s) of Elections. The Board shall specify a  
13 method for selecting one (1) or three (3) Inspector(s) of Elections utilizing one of the  
14 following methods:

- 15 (1) Appointment of the Inspector(s) of Elections by the Board;
- 16 (2) Election of the Inspector(s) of Elections by the Members; or
- 17 (3) Any other method for selecting the Inspector(s) of Elections.

18 Section 9. Voting by Secret Written Ballot. Notwithstanding any other law or  
19 provision of the Association Documents, an election within the Development regarding: (i)  
20 Assessments; (ii) election of members of the Board; (iii) amendments to the Association  
21 Documents; and (iv) grant of exclusive use of any Association Property pursuant to California  
22 Civil Code Section 4600, shall be held by secret ballot in accordance with the procedures set forth  
23 in California Civil Code Section 5100, et seq., as same may be amended from time to time.

24 Section 10. Declarant's Extended Rights to Inspect and Copy Association Books  
25 and Records, Audit Financial Records, Attend Meetings, and Receive Distributions of Minutes.  
26 Until the fifteenth (15th) anniversary of the Close of Escrow for the sale of the last Condominium  
27 in the Development pursuant to a transaction requiring the issuance of a Final Subdivision Public  
28 Report by the DRE, Declarant shall be entitled to do each of the following: (i) during normal  
29 business hours, inspect and copy, at Declarant's cost and expense, all Association books and  
30 records (including, without limitation, all financial and maintenance books and records); (ii)  
31 conduct an independent audit of the Association's financial books and records, at Declarant's cost

1 and expense; (iii) receive timely notice of, attend and speak at all regular and special meetings of  
2 the Board and all regular and special meetings of the Members (and any comments made by  
3 Declarant at any such meeting shall be accurately noted in the minutes prepared for such meeting);  
4 and (iv) upon delivery of written request to the Association and subject to reimbursement by  
5 Declarant of the copying and mailing costs incurred by the Association, receive all distributions of  
6 minutes, proposed minutes or summary of minutes of meetings of the Board and meetings of the  
7 Members.

8 **ARTICLE VI**

9 **POWERS AND DUTIES OF THE ASSOCIATION**

10 Section 1. Management Body. The Association is hereby designated as the  
11 management body of the Development. The Members of the Association shall be the Owners in  
12 the Development as provided herein, and the affairs of the Association shall be managed by a  
13 Board of Directors, as more particularly set forth in the Bylaws. Directors shall be elected as  
14 provided in the Bylaws.

15 Section 2. Powers. The Board, for and on behalf of the Association, shall have  
16 the right and power to do all things necessary to conduct, manage and control the affairs and  
17 business of the Association. Subject to the provisions of the Articles, the Bylaws and this  
18 Declaration, the Board shall have all general powers authorized under the California Corporations  
19 Code for non-profit, mutual benefit corporations, and shall have the following specific powers:

20 (a) Enforce the provisions of the Association Documents and all  
21 contracts and agreements to which the Association is a party;

22 (b) Acquire, inspect, maintain, repair, replace and/or reconstruct (as  
23 applicable) all Association Property and Maintenance Areas so as to keep same in a  
24 neat, clean, safe and attractive condition at all times, and pay for all necessary  
25 inspection, maintenance, repair replacement and/or reconstruction services for the  
26 Association Property and Maintenance Areas, all as more specifically set forth in the  
27 Article herein entitled "Repair and Maintenance";

28 (c) Obtain for the benefit of the Association Property and  
29 Maintenance Areas (as applicable) all commonly metered water, gas, electricity,  
30 master cable television services and other common utility services, refuse collection,  
31 and unless separately billed to individual Owners, make payment to the City for all

1 services furnished by the City to the Association (including, without limitation,  
2 charges for water service, sewer service, garbage, rubbish and trash collection) and  
3 make payment to all other service providers for their respective services;

4 (d) Maintain fire, casualty, liability and fidelity bond coverage and  
5 other insurance coverage pursuant to the terms of that Article herein entitled  
6 "Insurance";

7 (e) Execute lot line adjustments (and corresponding deeds); grant fee  
8 title to or easements over the Association Property to Declarant, a Public Agency  
9 and/or a third party; and/or accept grants of fee title to or easements over real property  
10 from Declarant, a Public Agency and/or a third party as provided in the Article herein  
11 entitled "Reservation of Easements and Other Property Rights";

12 (f) Perform the non-structural Best Management Practices which are  
13 applicable to the Association in accordance with the Water Quality Management  
14 Plans, and maintain the structural Best Management Practices in accordance with the  
15 Water Quality Management Plans or to a higher standard as may be established from  
16 time to time by a Public Agency having jurisdiction over the Best Management  
17 Practices;

18 (g) Levy and collect Assessments on all Condominiums in the  
19 Development for which Assessments have commenced, and enforce payment of such  
20 Assessments in accordance with the terms and provisions set forth in the Article  
21 herein entitled "Nonpayment of Assessments: Remedies of the Association";

22 (h) Perform the obligations under the Parking Easement Agreement  
23 which have been delegated to the Association as provided in said Agreement;

24 (i) Employ and retain a professional manager and/or management  
25 company to perform all or any portion of the duties and responsibilities of the Board  
26 and engage such other personnel, including attorneys and accountants, as necessary  
27 for the efficient operation of the Development, the management and administration of  
28 the Association and enforcement of the Association Documents;

29 (j) Pay all taxes and special Assessments which would be a lien upon  
30 the entire Development or the Association Property, and discharge any lien or  
31 encumbrance levied against the entire Development or the Association Property;

1 (k) Pay for reconstruction of any portion of the Association Property  
2 and/or Maintenance Areas which may be damaged or destroyed;

3 (l) Delegate its powers to a committee of the Association;

4 (m) Adopt reasonable Rules and Regulations concerning the  
5 maintenance, improvement, use and/or occupancy of the Development;

6 (n) Enter into any Condominium Unit (and any Exclusive Use Area)  
7 when necessary in connection with maintenance or construction for which the  
8 Association is responsible; and

9 (o) Perform any and all other acts and things that a non-profit, mutual  
10 benefit corporation organized under the laws of the State of California is empowered  
11 to do, which may be necessary, convenient or appropriate in the administration of its  
12 affairs for the specific purposes of meeting its duties, as set forth in this Declaration.

13 Section 3. Duties. The Board shall perform and execute the following duties  
14 for and on behalf of the Association:

15 (a) Provide water, sewer, gas, electricity, master cable television,  
16 garbage, rubbish and trash collection and other necessary utility services for the  
17 benefit of the Association Property and Maintenance Areas, and if not separately  
18 metered, for the benefit of the Owners of the Condominium Units, and make payment  
19 to the City for all services furnished by the City to the Association (including, without  
20 limitation, water service, sewer service, garbage, rubbish and trash collection) and to  
21 all other service providers for their respective services, unless separately metered or  
22 billed to the individual Condominium Units;

23 (b) Provide insurance in accordance with the provisions of the Article  
24 hereinbelow entitled "Insurance";

25 (c) Acquire, inspect, maintain, repair, replace and/or reconstruct (as  
26 applicable) all of the Association Property and Maintenance Areas so as to keep same  
27 in a neat, clean, safe, attractive, sanitary and orderly condition at all times, and pay  
28 for all necessary inspection, maintenance, repair replacement and/or reconstruction  
29 services incurred for the Association Property and Maintenance Areas, all as more  
30 specifically set forth in the Article herein entitled "Repair and Maintenance";

31 (d) Perform all of the Association's duties under the Association

1 Documents;

2 (e) Perform the obligations under the Parking Easement Agreement  
3 which have been delegated to the Association as provided in said Agreement,  
4 (including, without limitation, performing its respective maintenance responsibilities  
5 and paying the City when due its Allocable Share of the Shared Expenses [and any  
6 other amounts which may become due and payable] as set forth in the Parking  
7 Easement Agreement);

8 (f) Pay all real and personal property taxes and Assessments which  
9 the Association is required to pay for pursuant to the terms and provisions of this  
10 Declaration or by law, unless separately assessed to Owners; provided, however, that  
11 it shall be the obligation of each Owner to pay his respective share of the tax  
12 assessment levied on the Development prior to separate Assessments by the County  
13 Tax Assessor pursuant to the applicable provisions of the California Revenue and  
14 Taxation Code;

15 (g) Contract for any other materials, supplies, furniture, labor,  
16 services, maintenance, repairs, structural alterations and insurance which the  
17 Association is required to pay for pursuant to the terms and provisions of this  
18 Declaration or by law;

19 (h) Cause financial statements for the Association to be regularly  
20 prepared and distributed to each Member of the Association as follows:

21 (1) A pro-forma operating budget for each fiscal year shall be  
22 distributed not less than thirty (30) days nor more than ninety (90) days prior to the  
23 beginning of the fiscal year, and shall contain all of the following information:

24 (i) An estimate of the Association's revenue and  
25 expenses determined on an accrual basis;

26 (ii) A summary of the Association's reserves, based upon  
27 the most recent review or study conducted pursuant to California Civil Code  
28 Sections 4177, 4178, 5500, 5510, 5515, 5520, 5550 and 5560 ("Study"), as  
29 may be amended from time to time, based only on assets held in cash or cash  
30 equivalents, which shall be printed in boldface type and include all of the  
31 following:



1           A.       The current estimated replacement cost,  
2           estimated remaining life and the estimated useful life of each major  
3           Improvement to the Association Property and Maintenance Areas.

4           B.       As of the end of the fiscal year for which the  
5           Study is prepared:

6                   1)       The current estimate of the amount of cash  
7                   reserves necessary to repair, replace, restore or maintain  
8                   each major Improvement to the Association Property and  
9                   Maintenance Areas (the "Estimated Cash Reserves").

10                   2)       The current amount of accumulated cash  
11                   reserves actually set aside to repair, replace, restore or  
12                   maintain each major Improvement to the Association  
13                   Property and Maintenance Areas (the "Actual Cash  
14                   Reserves").

15                   3)       If applicable, the amount of funds received  
16                   from either a compensatory damage award or settlement  
17                   to the Association from any person or entity for injuries  
18                   to the Association Property or Maintenance Areas,  
19                   arising out of any construction or design defects, and the  
20                   expenditure or disposition of funds, including the  
21                   amounts expended for the direct and indirect costs of  
22                   repair of construction or design defects. These amounts  
23                   shall be reported at the end of the fiscal year for which  
24                   the Study is prepared as separate line items under cash  
25                   reserves pursuant to the preceding subparagraph 2 above.  
26                   Instead of complying with the requirements set forth in  
27                   this subparagraph 3 the Association may include in the  
28                   review a statement containing all of the information  
29                   required by Section 5565 of the California Civil Code, as  
30                   same may be amended from time to time.

31           C.       The percentage that the amount of Actual Cash  
32           Reserves is of the Estimated Cash Reserves.

1 D. The current deficiency in the Actual Cash  
2 Reserves expressed on a per Condominium basis. The figure shall  
3 be calculated by subtracting the amount of Actual Cash Reserves  
4 from the amount of Estimated Cash Reserves and then dividing the  
5 result by the number of Condominiums in the Development.

6 (iii) A statement as to all of the following:

7 A. Whether the Board has determined to defer or not  
8 undertake repairs or replacement of any major Improvement to the  
9 Association Property or Maintenance Areas with a remaining life of  
10 30 years or less, including a justification for the deferral or decision  
11 not to undertake the repairs or replacement.

12 B. Whether the Board, consistent with the reserve  
13 funding plan adopted pursuant to Section 5310(a)(7) of the  
14 California Civil Code, as same may be amended from time to time,  
15 has determined or anticipates that the levy of one (1) or more Special  
16 Assessments will be required to repair, replace or restore any major  
17 Improvement to the Association Property or Maintenance Areas or  
18 to provide adequate reserves therefor. If so, the statement shall also  
19 set out the estimated amount, commencement date and duration of  
20 the Special Assessment.

21 C. A general statement setting forth the procedures  
22 utilized by the Board to calculate and establish reserves to repair or  
23 replace the major Improvements of the Association Property and  
24 Maintenance Areas, including the levy of Assessments, borrowing,  
25 use of other assets, deferral of selected replacements or repairs or  
26 alternative mechanisms.

27 D. Whether the Association has any outstanding  
28 Loans with an original term of more than one (1) year, including the  
29 payee, interest rate, amount outstanding, annual payment, and when  
30 the loan is scheduled to be retired.

31 (iv) A general statement addressing the procedures used

1 for the calculation and establishment of those reserves to defray the future  
2 repair, replacement or additions to those major Improvements of the  
3 Association Property or Maintenance Areas that the Association is  
4 obligated to maintain. The report shall include, but need not be limited to,  
5 reserve calculations made using the formula described in Section  
6 5570(b)(4) of the California Civil Code, as same may be amended from  
7 time to time, and may not assume a rate of return on cash reserves in excess  
8 of two percent (2%) above the discount rate published by the Federal  
9 Reserve Bank of San Francisco at the time the calculation was made.

10 The withdrawal of funds from the Association's reserve account shall  
11 require the signature of either: (i) two (2) members of the Board; or (ii) one (1)  
12 member of the Board and an officer of the Association who is not also a member  
13 of its Board. As used in this Section, "reserves" means (i) monies that the Board  
14 has identified from its annual budget for use to defray the future repair or  
15 replacement of, or additions to, those major components of the Association  
16 Property and Maintenance Areas which the Association is obligated to repair or  
17 replace on a periodic basis, rather than on a regular annual basis, and, (ii) if  
18 applicable, the funds received but not yet expended or disposed of which were  
19 received from either a compensatory damage award or settlement for injuries to  
20 property (real or personal) arising from construction or design defects. The funds  
21 referenced in (ii) above shall be separately itemized from and not commingled with  
22 the funds referenced in (i) above. The Board shall not expend funds collected and  
23 budgeted as "reserve" monies for any purposes other than as permitted by  
24 California Civil Code Sections 4177, 4178, 5500, 5510, 5515, 5520, 5550 and  
25 5560, as same may be amended from time to time. Notwithstanding the foregoing,  
26 the Board is authorized to transfer interest earned in all reserves into the general  
27 operating account in order to satisfy income taxes payable on such interest income.  
28 If the Association decides to use or transfer any reserve funds to pay for litigation,  
29 the Association must notify its Members of the decision at the next available  
30 mailing. Such notice shall provide an explanation of why the litigation is being  
31 initiated or defended, why operating funds cannot be used, how and when the  
32 reserve funds will be replaced, and a proposed budget for the litigation. The notice

1 must state that the Members have a right to review an accounting for the litigation  
2 which will be available at the Association's office. The accounting shall be updated  
3 monthly. Association funds may not be used to abate any nuisance or annoyance  
4 emanating from outside the boundaries of the Development or in support of  
5 Federal, State or local political activities intended to influence governmental action  
6 affecting areas outside the boundaries of the Development (e.g., endorsement or  
7 support of political candidates, legislative or administrative actions by any  
8 governmental agency).

9 A summary of the Association's reserves disclosed, as provided  
10 herein, shall not be admissible in evidence to show improper financial  
11 management of the Association, provided that other relevant and competent  
12 evidence of the financial condition of the Association is not made inadmissible by  
13 this provision.

14 Notwithstanding a contrary provision in the Association Documents,  
15 a copy of the operating budget shall be annually distributed not less than thirty  
16 (30) days nor more than ninety (90) days prior to the beginning of the  
17 Association's fiscal year.

18 (2) A summary of the reserve funding plan adopted by the Board,  
19 as set forth in Section 5300(b)(3) as same may be amended from time to time. The  
20 summary shall include notice to Members that the full reserve study plan is  
21 available upon request, and the Association shall provide the full reserve plan to  
22 any Member upon request.

23 (3) A review of the Association's financial statement shall be  
24 prepared in accordance with generally accepted accounting principles by a licensee  
25 of the California Board of Accountancy for any fiscal year in which the gross  
26 income to the Association exceeds seventy-five thousand dollars (\$75,000). If the  
27 review of the Association's financial statement is not prepared by an independent  
28 licensee of the California Board of Accountancy, said review shall be accompanied  
29 by a certificate from an authorized officer of the Association that the review was  
30 prepared from the books and records of the Association without an independent  
31 audit. (Upon written request from an Eligible Mortgage Holder, the Board shall  
32 cause an audited financial statement for the immediately preceding fiscal year to be

1 prepared and delivered to such Eligible Mortgage Holder within a reasonable time.)  
2 A copy of the review of the financial statement shall be distributed to the Members  
3 within 120 days after the close of each fiscal year.

4 (4) In lieu of distributing the pro forma operating budget required  
5 by Civil Code Sections 5300(b)(1)-(2), 5300(b)(4)(8) and 5565, the Board may  
6 elect to distribute a summary of the pro-forma budget to all Members with a written  
7 notice, in at least 10 point bold type on the front page, that the pro-forma budget is  
8 available at the business office of the Association, or at another suitable location  
9 within the Development, and that copies will be provided upon request and at the  
10 expense of the Association. If any Member requests that a copy of the pro forma  
11 budget required herein be mailed to him, the Association shall mail a copy to the  
12 Member by first- class mail at the expense of the Association within five (5) days  
13 of the receipt of said request.

14 (5) A statement of the Association's policies and practices in  
15 enforcing its lien rights and other legal remedies against Members for nonpayment  
16 of Assessments, as set forth in the Article herein entitled "Nonpayment of  
17 Assessments: Remedies of the Association," which shall be annually distributed to  
18 the Members not less than thirty (30) days nor more than ninety (90) days prior to  
19 the beginning of the fiscal year.

20 (i) Review on at least a quarterly basis, the following:

21 (1) A current reconciliation of the Association's operating  
22 accounts;

23 (2) A current reconciliation of the Association's reserve accounts;

24 (3) The current year's actual amounts collected as reserves and  
25 expenses compared to the current year's budget;

26 (4) An income and expense statement for the Association's  
27 operating and reserve accounts; and

28 (5) The most current account statements prepared by the financial  
29 institutions where the Association maintains its operating and reserve accounts.

30 (j) At least once every three (3) years, cause to be conducted a  
31 reasonably competent and diligent visual inspection of the accessible areas of the

1 major components of the Association Property and Maintenance Areas as part of a  
2 study of the reserve account requirements of the Development if the current  
3 replacement value of such major components is equal to or greater than one-half (1/2)  
4 of the gross Association budget for any fiscal year of the Association, The Board shall  
5 consider and implement necessary adjustments to the Board's analysis of the reserve  
6 account requirements as a result of such review, The reserve study shall consider and  
7 include, at a minimum, the requirements set forth in Section 1 3655(e) of the  
8 California Civil Code, as the same shall be amended from time to time;

9 (k) Formulate, adopt and enforce Rules and Regulations as more  
10 particularly described hereinbelow;

11 (l) Assume and pay out of the Assessments provided for hereinbelow  
12 all costs and expenses incurred by the Association in connection with the performance  
13 and execution of all of the aforesaid powers and duties, and any other powers and  
14 duties the Association may assume;

15 (m) Give notices in writing to FHA, FHLMC, FNMA, GNMA, VA  
16 and other lenders and investors participating in the financing of the sale of  
17 Condominiums in the Development as required herein;

18 (n) Enforce the provisions of the Association Documents applicable  
19 to the Owners and other Occupants;

20 (o) Within ten (10) days of the mailing or delivery of a written  
21 request from an Owner, provide said Owner with: (i) a copy of the Association  
22 Documents; (ii) a true statement in writing from an authorized representative of the  
23 Association of the amount of the Association's current Regular Assessments (and any  
24 Special and/or Special Benefit Assessment) as well as the amount of any delinquent  
25 Assessments, late charges, interests and costs of collection (including attorneys' fees)  
26 which as of the date of such statement are or may be made a lien on such Owner's  
27 Condominium; and (iii) a copy of the most recent pro-forma operating statement  
28 (budget). The Board may impose a fee for providing the foregoing, but in no event  
29 shall the fee exceed the reasonable cost to prepare and reproduce the requested  
30 documents. In addition, subject to the provisions of Section 5200, et seq. of the  
31 California Civil Code, the Board shall make available, during normal business hours,  
32 upon request by any prospective purchaser of a Condominium, any Owner of a

1 Condominium, any first Mortgagee and/or any holder, insurer or guarantor of a first  
2 Mortgage of any Condominium, current copies of the Association Documents and the  
3 books, records and financial statements of the Association (including the most recent  
4 audited annual financial statement, if such was prepared);

5 (p) Elect the officers of the Association, fill any vacancies on the  
6 Board, except if such vacancy is created by the removal of a Director;

7 (q) Before commencing an action against the Declarant or other  
8 person or entity involved in the development of the Development based upon a claim  
9 for defects in the design or construction of the Development, comply with the  
10 provisions of California Civil Code Section 6000, as same may be amended from  
11 time to time, as provided hereinbelow;

12 (r) Cause a summary of the provisions of Section 5925, et seq. of the  
13 California Civil Code, as same may be amended from time to time, regarding  
14 alternative dispute resolution pre-filing requirements to be prepared and annually  
15 distributed to each Member of the Association. The summary shall be provided either  
16 at the time the pro forma operating budget is distributed as provided herein or in the  
17 manner specified in Section 5016 of the California Corporations Code, as same may  
18 be amended from time to time. The summary shall include a description of the  
19 Association's internal dispute resolution process as required by Section 5920 of the  
20 California Civil Code, as same may be amended from time to time;

21 (s) Cause a summary of the Association's property, general liability  
22 and other insurance policies and liability coverage policy for the directors and officers  
23 of the Association complying with the provisions of Sections 5300(a), 5300(b)(9) and  
24 5810 of the California Civil Code, as same may be amended from time to time, to be  
25 distributed to each Member of the Association within sixty (60) days preceding the  
26 beginning of the Association's fiscal year, which summary shall include all of the  
27 following information about each policy: (i) the name of the insurer; (ii) the type of  
28 insurance; (iii) the policy limits of the insurance; and (iv) the amount of any  
29 deductibles. The Board shall, as soon as reasonably practical, notify the Members by  
30 first class mail if any of the policies have lapsed, been canceled, and are not  
31 immediately renewed, restored or replaced, or if there is a significant change in  
32 coverage (e.g., a reduction in coverage or limits, or an increase in the deductible). If

1 the Association receives any notice of nonrenewal of a policy described herein, the  
2 Board shall immediately notify the Members if replacement coverage will not be in  
3 effect by the date the existing coverage will lapse. The summary of insurance  
4 coverage required herein shall contain the statement required by Section 5300(b)(9)  
5 of the California Civil Code, as same may be amended from time to time. Without  
6 limiting the foregoing, Declarant shall be entitled to receive the same summaries of  
7 the Association's insurance coverage, notice of significant changes in coverage and  
8 notice of non- renewal of any policy which is given by the Board to the Members of  
9 the Association for so long as Declarant owns any portion of the Development or the  
10 Annexable Property and shall continue until the fifteenth (15th) anniversary of the  
11 Close of Escrow for the sale of the last Condominium in the Development pursuant  
12 to a transaction requiring the issuance of a Final Subdivision Public Report by the  
13 DRE;

14 (t) Distribute the written notice required by Sections 5730 and  
15 4040(b) of the California Civil Code to each Member of the Association during the  
16 sixty (60) day period immediately preceding the beginning of the Association's fiscal  
17 year; notwithstanding the foregoing, unless otherwise required by Law, nothing  
18 herein shall be interpreted or construed to require the Association to adopt a payment  
19 plan program for the payment of delinquent Assessments, provided however if a  
20 payment plan program is adopted by the Board, such program must be applied in a  
21 uniform and non-discriminatory manner;

22 (u) Comply with the requirements of California Civil Code Section  
23 5700, et seq. when collecting delinquent Assessments;

24 (v) Cause the notice of the requirements for approval of physical  
25 changes to a Condominium Unit required by Section 4765 of the Civil Code to be  
26 prepared and annually distributed to each Member of the Association. The notice  
27 shall be provided at the time the pro forma operating budget is distributed as provided  
28 herein;

29 (w) Periodically review and revise the Maintenance Guidelines as the  
30 Board may deem reasonable and prudent to adjust to the changing needs of the  
31 Development;

32 (x) Annually obtain a City business license;



1 (y) Comply with the provisions of Monrovia Municipal Code Section  
2 17.44.050(C)(4)(a), as same may be amended from time to time (including, without  
3 limitation, ensure payment of all invoices for City services; guarantee access and  
4 entry to the Development and the Condominium Units for fire personnel and all  
5 officials charged with carrying out laws; ensure that each residential Condominium  
6 Unit is used as a residence for a single family; annually, [during the month of July],  
7 file the names of the officers and members of the Board of Directors with the City  
8 Clerk; ensure payment of all invoices for city services; and ensure that all portions of  
9 the Association Property and Maintenance Areas are properly and regularly  
10 maintained); and

11 (z) Maintain the structural Best Management Practices in accordance  
12 with the Water Quality Management Plans or to a higher standard as may be  
13 established from time to time by a Public Agency having jurisdiction over the  
14 structural Best Management Practices, and perform the non- structural Best  
15 Management Practices which are applicable to the Association in accordance with  
16 the Water Quality Management Plans and enforce compliance by the Owners and  
17 other Occupants in the Development with their respective non- structural Best  
18 Management Practices, as more fully set forth in the Article herein entitled "Repair  
19 and Maintenance."

20 Section 4. Financial Statement for Special Benefit Areas. The Board shall (i)  
21 cause appropriate financial statements for any Special Benefit Area to be regularly prepared and  
22 distributed to each Member of such Special Benefit Area; and (ii) review on at least a quarterly  
23 basis the applicable accounts and statements pertaining to such Special Benefit Area. The Board  
24 shall perform the foregoing duties concurrently with its performance of its duties described in  
25 Section 3, subsections (h) and (i) hereinabove, and shall apply the requirements and procedures set  
26 forth therein to each Special Benefit Area.

27 Section 5. Repair of Willful or Negligent Damage to the Association Property  
28 or Maintenance Areas. Notwithstanding the Association's duty to maintain the Association  
29 Property and Maintenance Areas, if after Notice and Hearing, the Board determines that any  
30 maintenance, repair or replacement of any element of the Association Property or Maintenance  
31 Areas is necessary due to the willful or negligent acts or omissions of any Owner, his family  
32 members, tenant, lessee and/or their respective invitees, the Board shall assess the cost of such

1 maintenance, repair and/or replacement as a Damage Reimbursement Assessment against such  
2 Owner.

3 Section 6. Limitations on Contracts. Except as otherwise provided herein, no  
4 contract entered into by the Association, or the Board acting for and on behalf of the Association,  
5 may run for a term longer than one (1) year, except with the vote or written assent of a majority of  
6 the voting power of the Association and a majority of the votes residing in Members, other than  
7 the Declarant.

8 Section 7. Delegations of Duties. In the event that the Association shall  
9 delegate any or all of its duties, powers or functions to any person, corporation or firm to act as  
10 manager, neither the Association nor the members of its Board shall be liable for any omission or  
11 improper exercise by the manager of any such duty, power or function so delegated.

12 Section 8. Right of Entry for Emergency. The Board, any person authorized by  
13 the Board or any Owner may enter any Condominium Unit in the event of any emergency  
14 involving illness or potential danger to life or property. Such entry shall be made with as little  
15 inconvenience to the Owner as is practicable, and in the event that any damage shall be proximately  
16 caused by or result from said entry, the Association shall repair the same at its expense.

17 Section 9. Right of Entry for Repairs or Maintenance. The Board, or any person  
18 authorized by the Board, shall have the right to enter, upon reasonable notice, any Condominium  
19 Unit to effect necessary repairs which the Owner has failed to perform or which are necessary in  
20 connection with the repairs to the Association Property, the Maintenance Areas or an adjoining  
21 Condominium, or for maintenance activities which this Declaration or applicable law makes  
22 Association responsibility. Such entry shall be made with as little inconvenience to the Owner as  
23 is practicable, and in the event that any damage shall be proximately caused by or result from said  
24 entry, the Association shall repair the same at its expense.

25 Section 10. Limitations on Board Action. The Board shall be prohibited from  
26 taking any of the following actions, except with the vote or written assent of a majority of the  
27 voting power of the Association and a majority of the votes residing in Members other than the  
28 Declarant:

29 (a) Entering into a contract with a third person, wherein the third  
30 person will furnish goods or services for the Association Property or Maintenance  
31 Areas, or to the Association for a term longer than one (1) year, with the following  
32 exceptions:

1 (1) A contract with a public utility company if the rates charged for  
2 the materials or services are regulated by the Public Utilities Commission;  
3 provided, however, that the term of the contract shall not exceed the shortest term  
4 for which the supplier will contract at the regulated rate;

5 (2) Prepaid casualty and/or liability insurance policies, not to  
6 exceed three (3) years duration, provided that the policy permits for short-rate  
7 cancellation by the insured;

8 (3) Lease agreements for laundry room fixtures and equipment, not  
9 to exceed five (5) years duration, provided that the lessor under the agreement is  
10 not an entity in which Declarant has a direct or indirect interest of ten percent (10%)  
11 or more;

12 (4) Bulk service agreements to provide nonexclusive cable,  
13 satellite television, and/or internet service to residents;

14 (5) Agreements for lease of burglar alarm and fire alarm equipment  
15 installation and services, not to exceed five (5) years duration; and

16 (6) Agreements for Wi-Fi internet service, not to exceed five (5)  
17 years duration, provided that the provider under the agreement is not an entity in  
18 which Declarant has a direct or indirect interest of ten percent (10%) or more.

19 (b) Incurring aggregate expenditures for capital improvements to the  
20 Association Property in any fiscal year in excess of five percent (5%) of the budgeted  
21 gross expenses of the Association for that fiscal year;

22 (c) Selling during any fiscal year property of the Association having  
23 an aggregate fair market value greater than five percent (5%) of the budgeted gross  
24 expenses of the Association for that fiscal year;

25 (d) Paying compensation to Directors or to officers of the  
26 Association for services performed in the conduct of the Association's business;  
27 provided, however, that the Board may cause a Director or officer to be reimbursed  
28 for expenses incurred in carrying on the business of the Association; or

29 (e) Filling a vacancy on the Board created by the removal of a  
30 Director.

31 Nothing herein is intended, and shall not be interpreted or construed, to prohibit,

1 limit or otherwise impair in any manner whatsoever the provisions of the Parking Easement  
2 Agreement which create and convey various easements, and establish various rights and  
3 obligations in connection therewith, all of which are expressly intended to run with the  
4 Development and the City Parking Structure in perpetuity as provided in said Agreement.

5 Section 11. Licenses, Easements and Rights-of-Way. The Board, for and on  
6 behalf of the Association, is authorized and empowered to grant such licenses, easements and  
7 rights-of-way for sewer lines, water lines, underground conduits, storm drains and other public  
8 utility purposes over those portions of the Association Property upon which no building or other  
9 structure has been erected as may be necessary and appropriate for the orderly maintenance,  
10 preservation and enjoyment of the Association Property or for the preservation of the health, safety,  
11 convenience and welfare of the Owners. Such licenses, easements and rights-of-way may be  
12 granted at any time prior to twenty-one (21) years after the death of the individuals who have  
13 signed this Declaration and their issue who are in being as of the date hereof, and the right to grant  
14 such licenses, easements and rights-of-way is hereby expressly reserved.

15 Section 12. New Improvements. Except as otherwise provided in this  
16 Declaration, the Association may construct new Improvements or additions to the Association  
17 Property or Maintenance Areas, or demolish existing Improvements, provided that in the case of  
18 any Improvement, addition or demolition involving a total expenditure in excess of five percent  
19 (5%) of the budgeted gross Common Expenses of the Association for that fiscal year, the written  
20 consent or vote of a majority of the Owners in the Development as to the maximum total cost  
21 therefore shall first be obtained, and provided that no Condominium shall be altered or damaged  
22 by any such demolition or construction without the consent of the Owner thereof. Funds set aside  
23 by the Association at the time such work is undertaken may be used for such work; otherwise, the  
24 Board shall levy a Special Assessment against all Owners in the Development for the cost of such  
25 work.

26 Section 13. Association Rules and Regulations. The Board shall have the power  
27 to adopt, amend and repeal Rules and Regulations, as it deems reasonable, which may include the  
28 establishment of a system of fines and penalties enforceable as Compliance Assessments. The  
29 Rules and Regulations shall govern such matters in furtherance of the purposes of the Association  
30 including, without limitation, the use of the Association Property and Maintenance Areas, the  
31 placement and dimension of signs, parking restrictions and enforcement of such restrictions, trash  
32 collection, minimum standards for maintenance of Condominium Units consistent with the

1 Maintenance Guidelines and any other matter which is within the jurisdiction of the Association;  
2 provided, however, that the Rules and Regulations may not discriminate among Owners and shall  
3 not be inconsistent with this Declaration or the Articles or Bylaws. A copy of the Rules and  
4 Regulations as they may be adopted, amended or repealed, from time to time, or a notice setting  
5 forth the adoption, amendment or repeal of specific portions of the Rules and Regulations, shall  
6 be delivered to each Owner. The Rules and Regulations shall have the same force and effect as if  
7 they were set forth in and were part of this Declaration, and shall be binding on the Owners and  
8 their successors in interest, whether or not actually received thereby. The Rules and Regulations,  
9 as adopted, amended or repealed, shall be available at the principal office of the Association to  
10 each Owner upon request. In the event of a conflict between any such Rules and Regulations and  
11 any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Rules and  
12 Regulations shall be deemed to be superseded.

## 13 **ARTICLE VII**

### 14 **ASSESSMENTS**

15 Section 1. Creation of the Lien and Personal Obligation of Assessment. Each  
16 Owner of any Condominium, by acceptance of a deed therefore, whether or not it shall be so  
17 expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) Regular  
18 Assessments; (b) Special Assessments; (c) Compliance Assessments; (d) Damage Reimbursement  
19 Assessments; (e) Special Benefit Assessments; and (f) such other Assessments as the Association  
20 may periodically establish. Regular Assessments, Special Assessments, Damage Reimbursement  
21 Assessments and Special Benefit Assessments, together with a reasonable late charge as may, from  
22 time to time, be established by the Board in accordance with California law, interest, costs and  
23 reasonable attorneys' fees for the collection thereof, shall be a charge against and a continuing lien  
24 upon the Condominium against which each such Assessment is levied, and shall also be a debt of  
25 the Owner of such Condominium at the time when the Assessments are levied. Each Compliance  
26 Assessment levied against a Condominium, together with interest, costs, reasonable late charges  
27 and reasonable attorneys' fees for the collection thereof, shall be the personal debt of the Owner of  
28 the Condominium at the time of the Assessment. The personal obligation for delinquent  
29 Assessments shall not pass to the successors in title unless expressly assumed by them.

30 Section 2. Purpose of Regular Assessments: Levy and Collection. The Regular  
31 Assessments levied by the Association shall be used exclusively to promote the health, safety and  
32 welfare of the Owners and all other Occupants in the Development and, except as otherwise

1 provided in this Declaration, to maintain, repair, improve, replace and reconstruct the Association  
2 Property and Maintenance Areas. The Association, by and through its Board, shall levy and collect  
3 Assessments from the Owner of each Condominium in the Development in an amount sufficient  
4 to cover all of the Common Expenses incurred by the Association in connection with the  
5 performance and execution of the powers and duties set forth in the Association Documents. The  
6 Association shall not impose or collect Assessments, penalties or fees that exceed the amount  
7 reasonably necessary for the purpose or purposes for which they were levied. Regular Assessments  
8 may be collected on a monthly installment basis.

9 Section 3. Regular Assessments. The Regular Assessments levied by the Board  
10 shall be allocated among the Owners as follows:

11 (a) Pro Rata Unit Area Allocation. The Regular Assessments for the  
12 operating costs and reserve funds incurred by the Association for the following  
13 expenses shall be allocated among the Owners in accordance with each  
14 Condominium Unit's Pro Rata Unit Area: Insurance, water and gas, exterior  
15 maintenance, roof maintenance, and any other expenses set forth in the most recent  
16 Association's annual budget as expenses to be allocated among the Owners in  
17 accordance with each Condominium Unit's Pro Rata Unit Area.

18 (b) Per-Unit Allocation. All other Regular Assessments shall be shared  
19 equally by the Owners.

20 Section 4. Increases in Regular Assessments. Subject to the limitations of  
21 California Civil Code Sections 5600(a), 5605(a)-(c), 5610, 5615 and 5650(b)-(c), as same may be  
22 amended from time to time, from and after the first day of the fiscal year immediately following  
23 the conveyance of the first Condominium to an Owner, the maximum Regular Assessment may be  
24 increased subject to the following limitations:

25 (a) Increases in Regular Assessments for any fiscal year which are less  
26 than or equal to twenty percent (20%) above the maximum Regular Assessment for  
27 the immediately preceding fiscal year may be approved by the Board, provided that  
28 the Board shall: (1) comply with the provisions set forth in Sections 5300(b)(1)-(2),  
29 5300(b)(4)-(8) and 5565 of the California Civil Code with respect to the distribution  
30 of the pro forma operating budget of the Association for the forthcoming fiscal year;  
31 or (2) obtain the approval of Members, constituting a quorum, casting a majority of  
32 affirmative votes at a meeting or an election of the Association conducted in

1 accordance with California Corporations Code Section 7510, et seq., and Section  
2 7613, et seq. For purposes of this entire Section 5, a quorum means more than fifty  
3 percent (50%) of the Members of the Association;

4 (b) Increases in Regular Assessments for any fiscal year which are  
5 greater than twenty percent (20%) above Regular Assessments for the immediately  
6 preceding fiscal year may be approved by the Board only after the Board obtains the  
7 approval of Members, constituting a quorum, casting a majority of affirmative votes  
8 at a meeting or election of the Association, conducted in accordance with Section  
9 7510, et seq., and Section 7613 of the Corporations Code; and

10 (c) The Assessment increase limitation set forth in subsection (b)  
11 above does not apply to increases in Assessments related to emergency situations,  
12 which shall be deemed to include the following:

13 (1) Extraordinary expenses required by an order by a court of  
14 competent jurisdiction;

15 (2) Extraordinary expenses for the maintenance or repair of  
16 Association Property and/or Maintenance Areas that are necessary to remedy any  
17 dangerous condition in the Development that represents a threat of damage or injury  
18 to any person or property; and

19 (3) Extraordinary expenses necessary to repair or maintain the  
20 Association Property and/or Maintenance Areas that could not have been reasonably  
21 anticipated by the Board at the time the most recent Association budget was prepared.  
22 Notwithstanding the foregoing, in the event that the Board increases the Regular  
23 Assessment above twenty percent (20%) pursuant to this subparagraph (3), the Board  
24 shall distribute written notice concerning said increase to all Owners and a copy of a  
25 resolution adopted by the Board setting forth: (i) the necessity of the extraordinary  
26 expenses; and (ii) the justification why said expenses were not reasonably foreseeable  
27 at the time the most recent budget was prepared.

28 The Board may fix the Regular Assessment at an amount not in excess  
29 of the maximum Regular Assessment.

30 Section 5. Special Assessments.

31 (a) In addition to the Regular Assessments authorized above, the

1 Board may not, subject to the limitations of California Civil Code Sections 5600(a),  
2 5605(a)-(c), 5610, 5615 and 5650(b)-(c), without the vote or written approval of  
3 Members constituting a quorum (which shall mean the Owners of more than fifty  
4 percent [50%] of the Condominiums in the Development) casting a majority of  
5 affirmative votes at a meeting or election of the Association, conducted in accordance  
6 with Sections 7510, et seq., and 7613 of the Corporations Code, levy Special  
7 Assessments to defray the costs of any action or undertaking on behalf of the  
8 Association which in the aggregate exceed five percent (5%) of the budgeted gross  
9 expenses of the Association for that fiscal year. The five percent (5%) limitation shall  
10 not apply to increases in Special Assessments related to an emergency situation which  
11 shall be deemed to include the following:

12 (1) Extraordinary expenses required by an order by a court of  
13 competent jurisdiction;

14 (2) Extraordinary expenses for the maintenance or repair of  
15 Association Property and/or Maintenance Areas that are necessary to remedy any  
16 dangerous condition in the Development that represents a threat of damage or injury  
17 to any person or property; and

18 (3) Extraordinary expenses necessary to repair or maintain the  
19 Association Property and/or Maintenance Areas that could not have been reasonably  
20 anticipated by the Board at the time the most recent Association budget was prepared.  
21 Notwithstanding the foregoing, in the event the Board levies any Special Assessment  
22 that exceeds the five percent (5%) limitation pursuant to this subparagraph (3), the  
23 Board shall distribute written notice concerning said Special Assessment to all  
24 Owners and a copy of a resolution adopted by the Board setting forth: (i) the necessity  
25 of said Special Assessment; and (ii) the justification why said Special Assessment  
26 was not reasonably foreseeable at the time the most recent budget was prepared.

27 (b) Every Special Assessment shall be levied upon the same basis as  
28 that prescribed for the levying of Regular Assessments.

29 Section 6. Compliance Assessments. A Compliance Assessment may not be  
30 characterized or treated as an Assessment which may become a lien against the Owner's  
31 Condominium enforceable by a sale in accordance with the provisions of Sections 2924, 2924(b)  
32 and 2924(c) of the Civil Code. A Compliance Assessment shall be due thirty (30) days after it is



1 imposed. A late payment fee imposed by the Association against an Owner on account of  
2 delinquent Assessments shall not be interpreted or construed to constitute a Compliance  
3 Assessment hereunder.

4 Section 7. Damage Reimbursement Assessments. If, after Notice and Hearing,  
5 the Board determines that any repairs to the Association Property or Maintenance Areas are  
6 required as the result of damage or destruction thereto caused by the negligent or intentional acts  
7 of any Owner (or any member of his family, his tenant or lessee, or their respective invitees), the  
8 Board may levy a Damage Reimbursement Assessment against such Owner and his Condominium  
9 as a means of reimbursing the Association for all costs to repair such damage. A Damage  
10 Reimbursement Assessment shall become a lien against the Owner's Condominium which is  
11 enforceable by sale pursuant to Sections 2924, 2924 (b) and 2924 (c) of the California Civil Code,  
12 as same may be amended from time to time.

13 Section 8. Notice of Increase in Assessments. The Board shall provide notice  
14 of any increase in Regular or Special Assessments by first class mail to the Owners not less than  
15 thirty (30) nor more than sixty (60) days prior to such increase becoming due.

16 Section 9. Date of Commencement of Regular Assessments: Due Dates. The  
17 Regular Assessments provided for herein shall commence in each Phase on the first day of the  
18 month following the first Close of Escrow for the sale of a Condominium in such Phase. The first  
19 Regular Assessments shall be adjusted according to the number of months remaining in the fiscal  
20 year, as set forth in the Bylaws. The Board shall fix the amount of the Regular Assessment against  
21 each Condominium at least thirty (30) days in advance of each Regular Assessment period.

22 Section 10. Collection of Assessments. Regular and Special Assessments may  
23 be collected on a monthly basis. Compliance Assessments shall be due thirty (30) days after such  
24 Assessment has been levied.

25 Section 11. Certification of Payment. The Association shall, upon demand and  
26 for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting  
27 forth whether the Assessments on a specified Condominium have been paid. If a certificate states  
28 that Assessments have been paid, such certificate shall be conclusive evidence of such payment.

29 Section 12. Delivery by Owner. Each Owner of a Condominium shall, as soon  
30 as practicable prior to the transfer of title to the Condominium or the execution of a real property  
31 sales contract, as defined in California Civil Code, Section 2985, or as may be amended from time  
32 to time, provide the prospective purchaser with the following: (i) a copy of the Association

1 Documents; (ii) a copy of the most recent financial statements; (iii) a true statement, in writing,  
2 from the Board as to the current amount (and any proposed increase) of the Regular Assessments  
3 and any Special Assessments, as well as any delinquent Assessments (including late charges,  
4 interest, costs of collection and attorneys' fees) which are or may be a lien on the Owner's  
5 Condominium; and (iv) information relating to penalties, attorneys' fees and other charges  
6 authorized by this Declaration on the Condominium as of the date the statement is issued.

7 Section 13. Delivery of Statement. Upon written request, the Board shall, within  
8 ten (10) days of the mailing or delivery of such request, respectively, provide the Owner of a  
9 Condominium with a copy of the Association Documents, together with a true statement in writing  
10 as to the amount of any delinquent Assessments, penalties, attorneys' fees and other charges  
11 authorized by this Declaration on the Condominium as of the date of the request. The Board may  
12 impose a fee for providing such documents and statements, but in no event shall the fee exceed the  
13 reasonable cost to prepare and reproduce the requested documents.

14 Section 14. Reserves. The Regular Assessments shall include adequate reserves,  
15 as determined by the Board, for the future periodic maintenance, repair and replacement of all, or  
16 a portion of, the Association Property, Maintenance Areas, or such other purpose as set forth in  
17 this Declaration. All amounts collected as reserves shall be deposited by the Board in a separate  
18 bank account for the purposes for which they were collected, and are to be segregated from and  
19 not commingled with any other funds of the Association. The Board shall not expend funds  
20 designated as reserves for any purpose other than as permitted by Sections 4177, 4178, 5500, 5510,  
21 5515, 5520, 5550 and 5560 of the California Civil Code, as same may be amended from time to  
22 time.

23 Section 15. Offsets and Waiver Prohibited. No Owner may waive or otherwise  
24 avoid liability for the Assessments provided for herein for any reason whatsoever including, but  
25 not limited to, non-use of the Association Property or abandonment of his Condominium; nor shall  
26 any Owner be entitled to any offset against any Assessment provided for herein for any reason  
27 whatsoever including, but not limited to, any expenditure made by such Owner for or on behalf of  
28 the Association.

29 Section 16. Exempt Property. The following property subject to this Declaration  
30 shall be exempt from the Assessments herein:

- 31 (a) All property dedicated to and accepted by a local Public Agency;
- 32 (b) All property owned by a charitable or nonprofit organization

1 exempt from taxation by the laws of the State of California; however, no  
2 Improvements devoted to dwelling use shall be exempt from said Assessment; and

3 (c) All Association Property owned in fee by the Association.

#### 4 **ARTICLE VIII**

#### 5 **NONPAYMENT OF ASSESSMENTS:**

#### 6 **REMEDIES OF THE ASSOCIATION**

7 Section 1. Nonpayment of Assessments: Remedies of the Association. Any  
8 installment of a Regular or Special Assessment or any Compliance Assessment not paid within  
9 fifteen (15) days after the due date shall be deemed delinquent, and the Owner shall be required to  
10 pay: (a) reasonable costs of collection including reasonable attorneys' fees; (b) a reasonable late  
11 charge not exceeding ten percent (10%) of the delinquent Assessment or Ten Dollars (\$10.00),  
12 whichever is greater, or as may, from time to time, be established by the Board in accordance with  
13 California law; and (c) interest on all sums imposed under this Section at an annual percentage rate  
14 not to exceed twelve percent (12%), commencing thirty (30) days after the Assessment was due.  
15 The Board, for and on behalf of the Association, may commence legal action against the Owner  
16 personally obligated to pay the same, or, in the case of a Regular or Special Assessment, may  
17 foreclose the lien against his Condominium. Such lien may also be foreclosed by a power of sale  
18 or other nonjudicial procedure provided for by the laws of the State of California. In furtherance  
19 thereof, each Owner hereby vests in the Association, its successors or assigns, the right and power  
20 to bring all actions at law or to pursue lien foreclosure against any Owner for purposes of collecting  
21 such delinquent Assessments.

22 Section 2. Collecting Regular and/or Special Assessments Which Are Less  
23 Than \$1,800. If the Association seeks to collect delinquent Regular or Special Assessments in an  
24 amount less than one thousand eight hundred dollars (\$1,800) (not including any late charges, fees  
25 and costs of collection, attorneys' fees or interest) and are twelve (12) months or less delinquent,  
26 the Association may not collect the debt through judicial or nonjudicial foreclosure, but may  
27 attempt to collect or secure the debt in any of the ways specified in Sections 5705, 5715 and 5720  
28 of the California Civil Code, as same may be amended from time to time.

29 Section 3. Collecting Regular and/or Special Assessments Which Are More  
30 Than \$1,800 or Are More Than Twelve Months Delinquent. If the Association seeks to collect  
31 delinquent Regular or Special Assessments that are in the amount of one thousand eight hundred

1 dollars (\$1,800) or more (not including any late charges, fees, costs of collection, attorneys' fees  
2 or interest) or that are more than twelve (12) months delinquent, the Association may use judicial  
3 or nonjudicial foreclosure subject to the conditions set forth in Sections 5705, 5715 and 5720 of  
4 the California Civil Code, as same may be amended from time to time.

5 Section 4. Conditions to Recordation of a Lien. At least thirty (30) days prior  
6 to recording a lien upon the Condominium of the Owner of record to collect a debt that is past due,  
7 the Association shall notify the Owner in writing by certified mail of each of the matters specified  
8 in Sections 5650(a) and 5660 of the California Civil Code.

9 Section 5. Liens Recorded in Error. If it is determined through dispute  
10 resolution pursuant to the Association's "meet and confer" program required pursuant to Section  
11 5900, et seq. or alternative dispute resolution with a neutral third party pursuant to Section 5925,  
12 et seq. that the Association recorded a lien for a delinquent Assessment in error, the Association  
13 shall promptly reverse all late charges, fees, interest, attorneys' fees, costs of collection, costs  
14 imposed for the notice prescribed in California Civil Code Sections 5650(a) and 5660 and costs of  
15 recordation and release of the lien authorized under Section 5720(b) and pay all costs related to  
16 the dispute resolution or alternative dispute resolution.

17 Section 6. Curing of Default. Within twenty-one (21) days of the payment of  
18 the sums specified in the Notice of Delinquent Assessment, the Association shall record or cause  
19 to be recorded in the office of the County Recorder in which the Notice of Delinquent Assessment  
20 is recorded a lien release or notice of rescission and provide the Owner of the Condominium a  
21 copy of the lien release or notice that the delinquent Assessment has been satisfied.

22 Section 7. Cumulative Remedies. The Association's remedies for nonpayment  
23 of Assessments, including, but not limited to, an action to recover a money judgment, Assessment  
24 lien and right of foreclosure and sale, are cumulative and in addition to and not in substitution of  
25 any other rights and remedies which the Association and its assigns may have hereunder or at law.

26 Section 8. Mortgagee Protection. Notwithstanding any other provision in this  
27 Declaration or in any of the other Association Documents, no lien created hereunder, nor any  
28 breach of the terms and provisions of this Declaration, nor the enforcement of any term or provision  
29 hereof, shall defeat or render invalid the rights of any Mortgagee under any recorded first Mortgage  
30 or deed of trust upon a Condominium made in good faith and for value; provided that after such  
31 Mortgagee or other person or entity obtains title to such Condominium by judicial or nonjudicial  
32 foreclosure, such Condominium shall remain subject to this Declaration and the payment of

1 Assessments which become due subsequent to the date of taking title.

2 Section 9. California Law Regarding Collection of Delinquent Assessments.

3 Notwithstanding any provisions in this Declaration or any provisions in any other Association  
4 Documents to the contrary, the Association shall comply with the procedures required by  
5 applicable California law relating to the collection of delinquent Assessments which are in effect  
6 at the time the Association is seeking to collect the delinquent Assessments. Without limiting the  
7 foregoing, the amounts the Association seeks to collect as provided in Sections 2 and 3 above shall  
8 be automatically adjusted to correspond with any changes in California law without a formal  
9 amendment to this Declaration.

10 **ARTICLE IX**

11 **USE RESTRICTIONS APPLICABLE TO ALL CONDOMINIUM UNITS**

12 All real property within the Development shall be held, occupied, used and enjoyed,  
13 subject to the following restrictions:

14 Section 1. Private Dwelling. Save and except for the Commercial  
15 Condominium Units, each Residential Condominium Unit and each Live/Work Condominium  
16 Unit shall be used as a private dwelling for a single family. (For purposes of this Section, the term  
17 "family" means any group of natural persons, related or not, who live as a single household.)

18 Section 2. Use of Association Property. Use of the Association Property shall  
19 be subject to the provisions of this Declaration and the Rules and Regulations, and to any additional  
20 limitations imposed by any of the other Association Documents.

21 Section 3. Conduct Affecting Insurance. No Owner shall keep any materials of  
22 any kind or allow any activities to be conducted on his Condominium, on the Association Property  
23 or Maintenance Areas which will increase the rate of insurance on the Association Property or  
24 Maintenance Areas without the approval of the Board. Further, no Owner shall keep any materials  
25 of any kind or allow any activities to be conducted on his Condominium, on the Association  
26 Property or Maintenance Areas which will result in the cancellation of insurance on the Association  
27 Property or Maintenance Areas or which would be in violation of any law. If, by reason of the  
28 occupancy or use of said premises by the Owner, the rate of insurance on the Association Property  
29 or Maintenance Areas shall be increased, the Owner shall become personally liable for the  
30 additional insurance premiums.

31 Section 4. Owner's Liability for Damage. To the extent permitted by law, each  
32 Owner shall be liable to the Association for any and all costs and expenses to repair any damage

1 to the Association Property and/or Maintenance Areas which was not fully reimbursed to the  
2 Association by insurance if the damage is sustained due to the negligence, willful misconduct,  
3 improper installation or maintenance of an Improvement by an Owner, or any member of his  
4 family, his tenant or lessee, or their respective invitees. Subject to Notice and Hearing and after  
5 approval by a majority of the Board, any such costs and expenses shall be levied by the Board as  
6 a Damage Reimbursement Assessment against such Owner.

7 Section 5. Commercial Activities in the Residential Condominium Units. No  
8 Residential Condominium Unit shall be used in any way, or allowed or authorized to be used in  
9 any way, directly or indirectly, for any commercial, retail, mercantile, manufacturing, storage,  
10 vending or other nonresidential purpose. Notwithstanding the foregoing, the provisions of this  
11 Section do not preclude the Owner of a Residential Condominium Unit from maintaining a home-  
12 office and conducting business activities therefrom, provided that all of the following conditions  
13 are satisfied: (i) there is no external evidence of such activity; (ii) such activities are conducted in  
14 conformance with all applicable government ordinances; (iii) the patrons or clientele of such  
15 activities do not visit the Condominium or park automobiles or other vehicles within the  
16 Development (including the City Parking Structure); (iv) the existence or operation of such  
17 activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of  
18 the Condominium; (v) no such activity increases the liability or casualty insurance obligation or  
19 premium of the Association; and (vi) such activities are consistent with the character of the  
20 Residential Condominium Units in the Development.

21 Section 6. Signs. Except for signage for the Live/Work Condominiums and the  
22 Commercial Condominiums which is permitted as provided in the Article herein entitled "Use  
23 Restrictions Applicable to the Live/Work and Commercial Condominium Units," no commercial  
24 sign or billboard of any kind shall be displayed to the public view on any portion of the  
25 Development. Any Owner of a Condominium in the Development may display on his  
26 Condominium or on real property owned by others with their consent, or both, (i) the flag of the  
27 United States displayed in accordance with Section 4705 of the California Civil Code; (ii)  
28 noncommercial signs, posters, flags or banners displayed in accordance with Section 4710 of the  
29 California Civil Code; and (ii) signs advertising the Owner's Condominium for sale, lease or  
30 exchange, or to advertise directions to the property or the Owner's or agent's address and telephone  
31 number in accordance with California Civil Code Section 712. As provided in said Section 712, a  
32 sign which conforms to an ordinance adopted in conformity with Section 713 of the California

1 Civil Code shall be deemed to be of reasonable dimension and design. All signs must be reasonably  
2 located and of reasonable dimensions and design. No sign shall be allowed that will adversely  
3 affect public health and safety, including traffic safety. In all events, all signs permitted under this  
4 Section shall comply with applicable City ordinances as well as state and federal law.

5 Section 7. Parking. All Owners and other Occupants in the Development  
6 shall park their vehicles in accordance with the following parking restrictions:

7 (a) Private Spaces. All of the parking spaces, whether located in the  
8 Private Parking Garage or in the designated portions of the City Parking Structure, as  
9 generally depicted on **Exhibit "PP"** attached hereto shall constitute an exclusive use  
10 area appurtenant to the Condominium Unit to which such parking space is assigned  
11 as set forth at **Exhibit "PPA"** attached hereto. Each parking space is subject to the  
12 Association Documents and if such space is located in the City Parking Structure, is  
13 also subject to the Parking Easement Agreement. The Association shall adopt Rules  
14 and Regulations regarding the parking of vehicles (including, without limitation, the  
15 parking of vehicles in the spaces designated in the Parking Easement Agreement as  
16 the "Ungated Overnight Parking Spaces With Permit"). In furtherance thereof, the  
17 Association, through its Board, may establish "no parking" areas in accordance with  
18 Section 22658.2 of the California Vehicle Code, as same may be amended from time  
19 to time. Parking is never permitted in any area designated as a fire lane. The  
20 Association shall enforce such Rules and Regulations by all lawful means, including  
21 the levying of fines and the citing and towing of vehicles. The Association may  
22 contract with one or more towing companies to remove vehicles that violate the no  
23 parking restrictions. The Association shall comply with applicable laws relating to  
24 the towing of vehicles from private property (including, but not limited to, Section  
25 22658 of the California Vehicle Code, as same may be amended from time to time).  
26 The owner of such vehicle shall be responsible for all costs incurred to remedy the  
27 violation, including, but not limited to, towing costs, citations and legal fees. Neither  
28 the Association nor any Owner shall in any way modify any parking area (e.g., install  
29 speed bumps) without first obtaining the approval of the City.

30 (b) Permitted and Prohibited Vehicles. Standard passenger  
31 automobiles (including cars, sports utility vehicles, vans, pick-up trucks and similar  
32 vehicles up to and including one [1] ton when used for everyday transportation) are

1 permitted vehicles and may be parked within an Owner's respective parking space;  
2 provided, however, in no event shall any vehicle extend beyond the limits of the  
3 parking space so as to impede access through the driveway areas. The following  
4 vehicles are prohibited and may not be parked, stored, kept or otherwise allowed into  
5 any parking space or in any other portion of the Development: (1) any large  
6 commercial type vehicle (e.g., a plumber's truck, a landscape contractor's truck, etc.);  
7 (2) any recreational vehicle as defined in the City Municipal Code Section 17.24.150,  
8 as same may be amended from time to time (including, but not limited to, campers,  
9 motor-homes, trailers, boats, aircraft, mobile homes or other similar vehicles), except  
10 for purposes of loading and unloading, but not to exceed four (4) hours; (3) any  
11 oversized vehicle (e.g., a limousine); (4) any other vehicle that exceeds seven feet  
12 (7') in height, seven feet (7') in width and nineteen feet (19') in length; and (5) any  
13 inoperable vehicle.

14 (c) No Storage of Goods in Parking Spaces. Except as may be  
15 permitted by the Rules and Regulations, no portion of any parking space may be used  
16 for the storage of any goods or other materials whatsoever.

17 (d) Repairs. No Owner shall conduct major repairs to any vehicle of  
18 any kind whatsoever within his parking space or upon any other portion of the  
19 Development, except for emergency repairs and then only to the extent necessary to  
20 enable the vehicle to be moved to a proper repair facility.

21 (e) Guest Parking and Overnight Parking in the Guest Spaces.  
22 Subject to the provisions of this Parking Easement Agreement, this Declaration and  
23 the Rules and Regulations, only those specific parking spaces which are designated  
24 in the Parking Easement Agreement as the "Ungated Overnight Parking Spaces With  
25 Permit" may be used for overnight guest parking. Without limiting the foregoing, any  
26 guest of an Owner (as well as Owner who has more operable vehicles than assigned  
27 parking spaces) may apply to the Association to obtain a permit to use one of such  
28 designated spaces for overnight parking. The Association shall issue such permits in  
29 compliance with the Rules and Regulations. The Association may, in its reasonable  
30 and non-discriminatory discretion, vary the term of such permits from time to time  
31 (but in no event shall the term exceed one hundred eighty [180] days), depending  
32 upon, among other things, the demand for such permits and the number of guest



1 parking spaces available. The Association shall be solely responsible for maintaining,  
2 repairing and replacing all signs relating to overnight parking and for enforcing all  
3 parking restrictions applicable to such guest parking spaces in compliance with  
4 applicable law. Overnight parking between the hours of 3 AM and 5 AM in any public  
5 parking spaces in the City Parking Structure other than the Ungated Overnight  
6 Parking Spaces With Permit is not permitted as more fully set forth in the Parking  
7 Easement Agreement.

8 (f) Temporary License to Use a Parking Space Assigned to another  
9 Condominium Unit. An Owner of a Condominium (the Licensor") may temporarily  
10 permit another Owner (the Licensee") to use an Exclusive Use Area parking space  
11 assigned to the Licensor's Condominium Unit subject to the following conditions: (1)  
12 the temporary use shall constitute solely a license which is terminable at will by either  
13 party; (2) the license agreement shall be in writing and shall clearly identify the  
14 parking space(s) subject to the license; (3) both the Licensor and the Licensee shall  
15 notify the property manager for the Development in writing of such temporary use  
16 prior to commencing use of the affected parking space(s); and (4) the license shall  
17 automatically cease and terminate and be of no further force or effect upon the sale  
18 or upon the foreclosure of any Mortgage encumbering either the Licensor's  
19 Condominium Unit or the Licensee's Condominium Unit. The Association, at the sole  
20 cost of the Licensor or the Licensee, as the case may be, shall assist the Licensor or  
21 the Licensee in connection with enforcement of the termination of the license. The  
22 Association may impose the costs of such enforcement as a Compliance Assessment  
23 against the Owner who neglects or refuses to abide by the termination of a license.

24 Section 8. Maintenance of Animals. Any Owner or Occupant may keep within  
25 his respective Condominium Unit: (i) common domesticated household animals (e.g., dogs, cats,  
26 hamsters, birds or fish), or (ii) subject to the prior approval of the Board, an "exotic animal." Any  
27 Owner or Occupant desiring to keep an "exotic animal" within his Condominium Unit shall make  
28 prior application to the Board for permission to keep an exotic animal. As used herein, an "exotic  
29 animal" shall mean any type of snake or reptile which can grow to a length longer than two feet,  
30 any type of spider, any animal which is poisonous or which would pose a risk of harm to any  
31 person or to a common domesticated household animal if such exotic animal escaped from its  
32 respective Condominium Unit, or any other animal (other than a common domesticated household

1 animal) which may be designated by the Board from time to time as an exotic animal. The Board  
2 shall give reasonable notice and hold a hearing on such application and shall give at least five (5)  
3 days prior written notice of such hearing to the applicant, to the other Owners and Occupants in  
4 the same Condominium Building and to such other Owners within the Development as the Board  
5 may deem appropriate. The Board may in its sole and absolute discretion approve or disapprove  
6 such application, and may also impose such conditions upon the right to keep an exotic animal as  
7 it may deem appropriate, including, without limitation, requiring the Owner to construct a secure  
8 enclosure to prevent the animal from escaping, to give written notice to other Owners of the  
9 presence of such exotic animal, to obtain additional liability insurance, to reimburse the  
10 Association for any costs incurred as the result of the animal escaping, etc. In all cases, animals  
11 may only be kept in accordance with applicable City ordinances and codes, and may not be kept,  
12 bred or maintained for any commercial purpose. Further, in no event may more than two (2)  
13 common domesticated household pets (e.g., two [2] dogs, or two [2] cats, or a combination of one  
14 [1] dog and one [1] cat) or an unreasonable number of hamsters, birds or fish, or two (2) approved  
15 exotic animals be kept in any Condominium Unit. The Board, at its discretion, shall have the right  
16 to establish a weight limitation for dogs. Each Owner shall be responsible for cleaning up any  
17 excrement or other unclean or unsanitary condition caused by any of his animals in the  
18 Development. All pets must either be kept entirely within the Condominium Unit, or on a leash  
19 held by a person capable of controlling the pet. No Owner or resident shall permit a pet to interfere  
20 with any resident's right to quiet enjoyment of his or her Condominium Unit or the Property.  
21 Accordingly, after Notice and Hearing, upon the approval of a majority of a quorum of the Board,  
22 the Board shall have the right to prohibit the maintenance of any animal within the Development  
23 which, in the opinion of the Board, constitutes a private nuisance to any other person (e.g., an  
24 unreasonably barking dog or squawking parrot). Every person keeping any animal within or  
25 bringing an animal into the Development shall be liable pursuant to the laws of the State of  
26 California to each and all persons for any injury or damage to persons or property caused by such  
27 animal.

28           Section 9. Quiet Enjoyment. No Owner shall permit or suffer any activity to be  
29 performed or any substance or material to be kept in such Owner's Condominium which will  
30 obstruct or interfere with the rights of quiet enjoyment of the other Occupants, or annoy them by  
31 unreasonable light glare, noises or otherwise; nor will any Owner commit or permit any nuisance  
32 in his Condominium. Without limiting the generality of the foregoing, no unreasonably bright

1 exterior lights, noisy pets (e.g., barking dogs, squawking birds, etc.), drums or other loud  
2 instruments, horns, whistles, bells or other similar sound devices (other than alarms used  
3 exclusively for security purposes), no noisy or smoky vehicles, or electronic equipment which may  
4 unreasonably interfere with the television or radio reception from any Condominium shall be  
5 located, used or placed on any portion of the Development, or exposed to the view of other Owners.  
6 No noxious odors shall be permitted to emanate from the Development. The Board shall have the  
7 right to determine in accordance with the provisions for Notice and Hearing set forth in the Bylaws  
8 if any noise, odor, interference or activity producing such noise, odor or interference constitutes a  
9 nuisance. Each Occupant shall comply with all of the City's health and safety requirements with  
10 respect to his Condominium. All refuse containers, storage boxes, tools and equipment shall be  
11 prohibited from any Condominium unless screened from view by an appropriate screen approved  
12 by the Design Review Committee. No play equipment (including, but not limited to, portable  
13 basketball equipment, etc.) is permitted anywhere within Private Parking Garage or the City  
14 Parking Structure. Bicycles and skateboards may be used on the adjacent public streets subject to  
15 City regulations.

16 Section 10. Improvements. No Owner or other Occupant shall build, construct,  
17 erect, plant or install any Improvement to his Condominium Unit without the prior approval of the  
18 Design Review Committee as set forth in this Declaration.

19 Section 11. Windows. No window in any Condominium Unit shall be covered,  
20 in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint or any  
21 other material reasonably deemed inappropriate for such use by the Design Review Committee;  
22 provided, however, an Owner may use plain white sheets to cover windows for a period of time  
23 not to exceed six (6) months after the Close of Escrow, pending the installation of drapes, curtains,  
24 shutters or other appropriate interior window coverings.

25 Section 12. Compliance With Association Documents. All Owners shall comply  
26 with the provisions of the Association Documents. No Owner shall transfer any membership or  
27 interest in the Association, except upon the transfer of the Condominium to which it is appurtenant.

28 Section 13. Solar Heating Systems. All Owners shall have the right to place and  
29 maintain equipment and facilities related to the installation and maintenance of individual solar  
30 energy systems. The installation and maintenance of any solar heating system by an individual  
31 Owner shall be subject to all applicable zoning regulations, the Uniform Building Code and City  
32 ordinances, and reasonable review by the Design Review Committee in conformance with Section

1 714 of the California Civil Code, as same may be amended from time to time.

2           Section 14.       Antennas. No radio station or shortwave operators of any kind shall  
3 operate from any Condominium Unit or any other portion of the Development, and no exterior  
4 radio antenna, "Citizens Band" ("C.B.") antenna, ham radio or other similar radio receiving or  
5 broadcasting device of any type shall be erected or maintained in the Development. Additionally,  
6 no video or television antenna, (including a satellite dish) that has a diameter or diagonal  
7 measurement of more than thirty six (36) inches shall be installed or maintained in the  
8 Development. Any Owner who desires to install a video or television antenna (including a satellite  
9 dish) having a diameter or diagonal measurement of thirty six (36) inches or less shall comply with  
10 the following reasonable restrictions: (1) apply to and obtain approval from the Design Review  
11 Committee prior to the installation of such antenna; (2) apply to and obtain the approval from the  
12 City Planning Division; and (3) agree to indemnify and/or reimburse the Association for any loss  
13 or damage caused by the installation, maintenance or use of such antenna. To the maximum extent  
14 permitted by law, the Design Review Committee shall prohibit the attachment, mounting or other  
15 similar installation of any video or television antenna (including a satellite dish) on the roof or any  
16 portion of the exterior of a Condominium Building, and shall require a video or television antenna  
17 (including a satellite dish) having a diameter or diagonal measurement of thirty six (36) inches or  
18 less to be placed on a free-standing tripod within an Owner's respective Exclusive Use Area (e.g.,  
19 deck) and to be reasonably screened from view from the Association Property, provided such  
20 requirement does not significantly increase the cost of the video or television antenna system  
21 (including all related equipment), and does not significantly decrease its efficiency or performance.

22           Section 15.       Hazardous Materials. No Hazardous Material shall be stored or  
23 permitted upon any portion of the Development, except in compliance with any and all applicable  
24 laws, regulations, rules and standards of all Public Agencies. No Owner shall dispose of any  
25 Hazardous Material into any storm drain or other drainage device within the Development in  
26 violation of such applicable laws, regulations, rules and standards.

27           Section 16.       Leasing. No Owner shall be permitted to rent or lease less than his  
28 entire Condominium Unit, and further, no Owner may rent or lease his Condominium for transient  
29 or hotel purposes or for a period of less than thirty (30) days. All rental and lease agreements shall  
30 be in writing and shall provide that the terms of such agreement shall be subject in all respects to  
31 the provisions of the Association Documents, and that any failure by the tenant or lessee to comply  
32 with the terms of the Association Documents shall constitute a default under such agreement. The

1 Owner/lessor shall provide the tenant or lessee with a copy of the Association Documents. The  
2 Owner/lessor shall be responsible at all times for his tenant's or lessee's compliance with the  
3 provisions of the Association Documents, and the Owner shall be responsible to the Association  
4 for any non-compliance by the tenant or lessee of such Owner with the provisions of the  
5 Association Documents and for any damage or destruction to the Association Property or  
6 Maintenance Area caused by the tenant or lessee of such Owner. A tenant or lessee shall neither  
7 have any obligation to the Association for the payment of any Assessments levied by the  
8 Association (including, without limitation, Compliance Assessments and Damage Reimbursement  
9 Assessments) nor any voting rights in the Association, which obligations and rights shall remain  
10 with the Owner. Nothing herein shall be interpreted or construed to limit the right of an Owner to  
11 seek and obtain reimbursement for any Assessment or other sum levied or imposed against an  
12 Owner on account of any act or omission of such Owner's Occupants.

13 Section 17. Trash. No rubbish, trash, garbage, waste or recyclable matter shall  
14 be kept or permitted upon any portion of the Development, except in the covered receptacles  
15 located in the trash enclosure areas within the Development or in other trash receptacles placed by  
16 the Association. All Owners and other Occupants shall place all rubbish, trash, garbage, waste and  
17 recyclable material in the covered receptacles (i.e., dumpsters and recycle bins, as applicable)  
18 approved by the City or other Public Agency located at in trash enclosure areas. No individual  
19 trash cans may be placed within the Development by an Owner or other Occupant.

20 Section 18. Porch Decorations. No Owner or other Occupant shall permit or  
21 allow any debris or clutter, or stored personal property to remain on his or her porch or front entry  
22 sidewalk so as to create an unsightly, unsafe or dangerous condition thereon as determined by the  
23 Board in its reasonable discretion, or by a Committee designated by the Board to make such  
24 determinations.

25 Section 19. Deck Restrictions. Except as may be permitted by the Rules and  
26 Regulations, no Owner or other Occupant shall:

27 (a) Place, store or otherwise keep any personal items on any  
28 exclusive use area deck that is visible from the Common Area or another Unit;

29 (b) Install or place any tile, rug, carpet, artificial turf or other  
30 material on the deck surface;

31 (c) Install or place any outdoor shades, screens or clothesline on a

1 deck;

2 (d) Place any item on or drape any item over the deck railing;

3 (e) Build, construct, erect or otherwise install or attach any  
4 fountains, wall decorations, trellises, vines or any other landscaping or any other  
5 object to any wall which is part of a Condominium Building or any other wall or  
6 fence which encloses in whole or in part any exclusive use area deck or porch; or

7 (f) Nail, screw, embed, affix or otherwise attach any item or  
8 structure to any exterior wall, fence or railing.

9 Notwithstanding the foregoing restrictions on use of an exclusive use area deck, an  
10 Owner or other Occupant may keep appropriate outdoor furniture on his deck in accordance with  
11 the Association's Rules and Regulations, and may also place an antenna (satellite dish) on a tripod  
12 on his Exclusive Use Area deck subject to the prior approval of the Design Review Committee or  
13 the Board.

14 Section 20. Stairway Restrictions. No Owner or other Occupant shall place,  
15 store or keep any goods or materials of any kind in or on any common stairway located within the  
16 Private Parking Garage.

17 Section 21. Hard Surface Flooring Restrictions. In order to reduce the  
18 transmission of sounds between Condominium Units, no Owner or other Occupant may install, on  
19 any floor other than one at grade-level, any hard surface flooring materials of any kind (e.g.,  
20 hardwood floors, ceramic tile, stone or other similar material). This shall not preclude replacement  
21 of any existing hard surface flooring in any Unit with the same or similar material.

22 Section 22. Roof Access Restrictions. No Owner shall access any portion of the  
23 roof of a Condominium Building except in connection with the maintenance of any equipment or  
24 system serving an Owner's Unit, provided in all cases, such access shall be subject to prior  
25 reasonable notice to the Association and limited to qualified contractors and repair-persons.

26 Section 23. Prohibitions on Water Beds and Restrictions on Heavy Objects. No  
27 Owner shall erect, install or otherwise place any water bed, soft-tub, portable Jacuzzi or any other  
28 similar large container of water in any Condominium Unit in the Development at any time  
29 whatsoever. Additionally, no Owner shall place or install (i) any inordinately heavy object  
30 (including, but not limited to, a pool table, gun safe, floor safe or large potted tree), or (ii) an  
31 aquarium in excess of thirty (30) gallons of water, without the prior express written approval of

1 the Design Review Committee who shall have the right to disapprove such object because such  
2 object might create an undue load on the structural components of the Condominium Building or  
3 because an aquarium may pose a danger of water damage to other Condominium Units or to the  
4 Association Property if the aquarium were to rupture for any reason.

## 5 **ARTICLE X**

### 6 **USE RESTRICTIONS APPLICABLE ONLY TO THE** 7 **LIVE/WORK AND COMMERCIAL CONDOMINIUM UNITS**

#### 8 Section 1. Restrictions Applicable to the Live/Work and Commercial 9 Condominium Units.

10 (a) Designation of the Live/Work Condominium Units and the  
11 Commercial Condominium Units. Only those certain Condominium Units which are  
12 expressly designated on a Condominium Plan and/or in a Declaration of Annexation  
13 recorded for a subsequent Phase of the Development shall constitute Live/Work  
14 Condominium Units or Commercial Condominium Units. The Condominium Units  
15 in this first Phase of the Development include three (3) Live/Work Condominium  
16 Units and two (2) Commercial Condominium Units.

17 (b) Occupancy and Use of a Live/Work Condominium Unit. Any  
18 commercial or retail business use conducted from a Live/Work Condominium Unit  
19 shall be conducted by the Owner (or the tenant or lessee of the Owner) who actually  
20 resides in the Live/Work Unit. In no event may any work space area within a  
21 Live/Work Condominium Unit be rented or leased separately from the live space in  
22 such Unit. The Owner (or the tenant or lessee of the Owner) of a Live/Work  
23 Condominium Unit shall promptly notify the City of any change in use of such Unit.  
24 The tenant or lessee of the Owner of a Live/Work Condominium Unit and the tenant  
25 or lessee of the Owner of a Commercial Condominium Unit shall park in the parking  
26 space(s) assigned to such Condominium Unit.

27 (c) Permitted and Conditionally Permitted Uses; Acquisition and  
28 Maintenance of the Appropriate Licenses and/or Permits. All non-residential uses  
29 shall be lower intensity commercial uses and shall be sensitive to the surrounding  
30 residential uses. Uses of the Live/Work and Commercial Condominium Units shall  
31 be limited to types of uses that are open to the public, support downtown commercial

1 uses and encourage pedestrian activity. Only the Permitted and Conditionally  
2 Permitted commercial business uses listed on **Exhibit "PU"** attached hereto may be  
3 conducted within a Live/Work or a Commercial Condominium Unit, as applicable;  
4 provided however, the Permitted Uses and Conditionally Permitted Uses may be  
5 amended from time to time by the Board with the prior approval of the City. Any new  
6 uses for the Live/Work Condominium Units shall be subject to review and approval  
7 by the Board. Further, any new uses for the Live/Work Condominium Units and/or  
8 for the Commercial Condominium Units shall be approved by the City Development  
9 Review Committee prior to the issuance of a business license, and shall be subject to  
10 the Performance Standards in the City Municipal Code. Additionally, all leases  
11 relating to any new use for a Live/Work Condominium Unit or for a Commercial  
12 Condominium Unit shall be subject to the prior review and approval of the City  
13 Development Review Committee. Prior to commencing any commercial business use  
14 in a Live/Work Condominium Unit or in a Commercial Condominium Unit, the  
15 Owner (or the tenant or lessee of the Owner) of such Condominium Unit shall obtain,  
16 and shall thereafter maintain in effect at all times, all necessary licenses and/or  
17 permits from the City (including, without limitation, business licenses, certificates of  
18 occupancy and/or Home Occupation/Home Occupation Use Permits, as applicable)  
19 and shall also obtain, and shall thereafter maintain in effect at all times, all other  
20 necessary permits and/or licenses from any governmental agency or licensing board  
21 having jurisdiction over the type of business performed in such Condominium Unit.

22 (d) Insurance. Each Owner or Occupant of a Live/Work  
23 Condominium Unit and/or of a Commercial Condominium Unit shall obtain and  
24 maintain a policy or policies of liability insurance insuring such Owner or Occupant,  
25 as the case may be, against any liability for bodily injury, death and/or property  
26 damage arising from or incident to the activities of such Owner or Occupant in the  
27 respective Condominium Unit and on the Association Property (including, without  
28 limitation, the City Parking Structure). Such insurance policy shall be in an amount  
29 reasonably required by the Board considering the commercial or retail business use  
30 conducted in such Condominium Unit, but in no event less than Five Hundred  
31 Thousand Dollars (\$500,000.00) per single occurrence, if reasonably available, and  
32 shall promptly provide proof of such insurance to the Board upon request. If



1 reasonably feasible, such policy of insurance shall name the Association as an  
2 additional insured. Such policy of insurance may not be canceled, terminated,  
3 allowed to expire by its own terms, or substantially modified without at least thirty  
4 (30) days' prior written notice to the Board.

5 (e) Signs. In all cases, all signs, plaques, banners and other forms of  
6 advertising signage installed for a Live/Work Condominium Unit or for a  
7 Commercial Condominium Unit must comply with the City Sign Ordinance, must  
8 comply with the Sign Program attached hereto as **Exhibit "SP"** and must be  
9 approved in advance by the Design Review Committee and by the City Development  
10 Review Committee, if so required. Subject to the preceding sentence, each Owner (or  
11 the tenant or lessee of the Owner) of a Live/Work Condominium Unit and of a  
12 Commercial Condominium Unit shall install and maintain not more than one (1)  
13 blade sign on the front exterior wall of the Condominium Building in which such  
14 Condominium Unit is located, and may also install an additional wall plaque, banner  
15 or other advertising signage if permitted by the City Sign Ordinance, the Sign  
16 Program and approved by the Design Review Committee and the City Development  
17 Review Committee. Only the Commercial Condominium Units may have an  
18 illuminated sign, subject to a lighting study approved by the City Development  
19 Review Committee, and/or may have a signage awning for the store- front if approved  
20 by the Design Review Committee and the City Development Review Committee.  
21 Each Owner (or the tenant or the lessee of the Owner) shall maintain his respective  
22 signage in a neat, clean and attractive manner at all times in accordance with the  
23 maintenance standards set forth in this Declaration or otherwise established by the  
24 Design Review Committee and/or the City Development Review Committee from  
25 time to time. The Owner (or the tenant or the lessee of the Owner) of a Live/Work  
26 Condominium Unit or a Commercial Condominium Unit shall promptly repair any  
27 damage to the Association Property caused or necessitated by the installation of any  
28 signage.

29 (f) Leasing of a Live/Work Condominium Unit. Nothing in this  
30 Section shall be interpreted or construed to prohibit the Owner of a Live/Work  
31 Condominium Unit from renting or leasing his entire Live/Work Condominium Unit  
32 or to prohibit the Owner of a Commercial Condominium Unit from renting or leasing

1 his entire Commercial Condominium Unit, subject to the provisions of this  
2 Declaration. All such rental or lease agreement shall be in writing and shall provide  
3 that the terms of such agreement shall be subject in all respects to the provisions of  
4 the Association Documents (including, without limitation, the restrictions on leasing  
5 set forth in Article IX above and the restrictions on leasing applicable to the  
6 Live/Work Condominium Units and Commercial Condominium Units set forth in this  
7 Article), and that any failure by the tenant or lessee to comply with the terms of  
8 Association Documents shall constitute a default under such agreement. All leases  
9 relating to any new use for a Live/Work Condominium Unit or for a Commercial  
10 Condominium Unit shall be subject to the prior review and approval of the City  
11 Development Review Committee.

12 Section 2. Parking Spaces for Business Clientele of the Live/Work and  
13 Commercial Condominium Units. No Exclusive Use Area parking spaces are assigned to the  
14 Commercial Condominium Units. The customers, clients, vendors and non-resident employees of  
15 the Live/Work Condominium Units and the Commercial Condominium Units may park in the open  
16 parking spaces in the City Parking Structure, if spaces are available.

17 Section 3. Business Hours. Normal business hours shall be limited to 6:00 am  
18 until midnight. A conditional use permit shall be required for any additional hours.

19 Section 4. Deliveries. Commercial deliveries shall be limited to 7:00 am to  
20 8:00 pm. No commercial deliveries shall be made from the east/west alley.

21 Section 5. Restrictions on Partitions. Unless expressly approved in writing by  
22 the Design Review Committee in accordance with the provisions of the Article herein entitled  
23 "Design Review" and by the City's Development Review Committee, no Owner of a Live/Work  
24 Condominium Unit and no Owner of a Commercial Condominium Unit shall build, construct or  
25 otherwise install any partition walls within his respective Condominium Unit. In no event may any  
26 Condominium Unit be further subdivided so as to divide such Unit into two (2) or more smaller  
27 Units.

28 Section 6. No Amendments. Notwithstanding the amendment provisions set  
29 forth in the Article herein entitled "General Provisions," the foregoing restrictions applicable to the  
30 Live/Work Condominium Units and to the Commercial Condominium Units may not be repealed,  
31 amended or otherwise modified without the prior express written approval of (i) the Declarant for  
32 so long as Declarant shall own any Condominium Unit in the Development or any portion of the

1 Annexable Property; (ii) the City Planning Director; (iii) the Owners of at least fifty-one percent  
2 (51%) of the Total Unit Area for all of the Live/Work Condominium Units and all of the  
3 Commercial Condominium Units in the Development; and (iv) the Owners of at least fifty-one  
4 percent (51%) of the Total Unit Area for all of the Residential Condominium Units in the  
5 Development.

## 6 **ARTICLE XI**

### 7 **REPAIR AND MAINTENANCE**

8 Section 1. Repair and Maintenance by the Association. The Association shall  
9 maintain all of the Association Property, Maintenance Areas and such other Improvements within  
10 the Development as provided in this Article in accordance with the Maintenance Guidelines  
11 referenced in Section 3 below, so as to keep same in a neat, clean, safe, attractive and orderly  
12 condition at all times. Such maintenance shall include, but not be limited to, inspecting, painting,  
13 maintaining, irrigating, repairing, restoring and replacing (as the case may be) the following:

14 (a) The Condominium Buildings (including, the Building Shell and  
15 the Structural Core, but excluding, the Condominium Units); provided, however, that  
16 sweeping and cleaning of an Exclusive Use Area deck or porch shall be the  
17 responsibility of the Owner of the Condominium Unit appurtenant to such deck or  
18 porch;

19 (b) All private utility lines and connections (including all common  
20 utility cabinets), the private water system (including common water mains, interior  
21 mains and exterior mains/laterals to the connection with the City water main at the  
22 meter), private sanitary sewers (including common sewer mains and exterior  
23 mains/laterals to the connection with the City sewer system), private storm drainage  
24 catch basins, lines and connections, pipes, ducts, dryer vents, flues, chutes, conduits,  
25 wires and other utility installations wherever located (except all utility installations,  
26 outlets and/or fixtures thereof when located within a Condominium Unit [but  
27 excluding outlets in an Exclusive Use Area]). (For purposes of clarification and as  
28 more particularly set forth in the Maintenance Guidelines, the Association shall  
29 maintain all portions of the domestic water and sanitary sewer lines, laterals,  
30 connections and related facilities commencing at the point of connection to the City  
31 water or sewer mains [or other point of connection to the City services] and shall

1 continue to the point where such lines, connections and other facilities meet the  
2 interior unfinished surface of a perimeter wall, floor or ceiling of a Condominium  
3 Unit, but shall not include any portion of such lines, laterals, connections or other  
4 facilities located within the boundaries of a Condominium Unit.);

5 (c) The automatic fire sprinkler systems and related equipment  
6 (including, but not limited to, the fire alarms and sprinkler monitoring system)  
7 installed in the Condominium Buildings and Private Parking Garage, and all portable  
8 fire extinguishers;

9 (d) The Private Parking Garage (including, without limitation, the  
10 private elevator and stairwell located therein, the light fixtures therein and the sump  
11 pumps located therein);

12 (e) All common sidewalks and walkways, common decorative  
13 exterior lighting, common mailbox structures, common barbeque and built-in planter  
14 wall seating and benches; common fountain and common monument signs:

15 (f) All common landscaping and related irrigation systems  
16 (including, the separate water meters for such landscape irrigation);

17 (g) All trees located within the public street right-of-way of Colorado  
18 Boulevard, Primrose Avenue and Lemon Avenue as generally depicted on **Exhibit**  
19 **"MA"** attached hereto (the Association's responsibility for such trees shall be limited  
20 solely to irrigating such trees and maintaining the related irrigation system);

21 (h) All common trash enclosures and receptacles;

22 (i) Any air conditioning compressors located on the roofs of the  
23 Condominium Buildings;

24 (j) All of the structural Best Management Practices and all of the  
25 private on-site storm drainage facilities and devices (including, without limitation,  
26 storm drains, catch basins and inlet grates);

27 (k) All Association Property exterior lighting systems, wiring and  
28 facilities (including, without limitation, the light bulbs);

29 (l) The areas within the City Parking Structure (and Improvements  
30 therein, including, without limitation, the Mixed Use Access Gate, the Sump  
31 Pump[s], the City Elevator Access Device, the City Stairwell Access Doors, signage,

1 etc.) which are to be maintained by the Association as set forth in the Parking  
2 Easement Agreement;

3 (m) All equipment and any personal property owned by the  
4 Association;

5 (n) Any blue reflective pavement markers designating the location of  
6 the fire hydrants or other fire connections; and

7 (m) All other areas, facilities, furnishings and Improvements of  
8 whatever nature as may, from time to time, be requested by the vote or written consent  
9 of three-fourths (3/4) of the voting power of the Members; and, except as otherwise  
10 provided herein, all costs and expenses for such maintenance above shall be a  
11 Common Expense, and shall be paid out of the general operating fund of the  
12 Association.

13 Section 2. Repair and Maintenance by Owner. Except as otherwise provided in  
14 Section 1 above, every Owner shall, at his sole cost and expense, maintain his respective  
15 Condominium Unit and Exclusive Use Areas (and all Improvements thereto) in a neat, clean, safe,  
16 sanitary, attractive and orderly condition at all times. Such maintenance shall include sweeping,  
17 painting, maintaining, repairing, replacing, restoring and decorating (as the case may be) the  
18 following:

19 (a) The interior unfinished surfaces of the walls, ceilings, and floors  
20 of his Condominium Unit;

21 (b) All interior doors and the interior surface of all exterior doors  
22 (including locks, handles and latches);

23 (c) All utility installations, outlets and/or fixtures thereof when  
24 located within a Condominium Unit, but excluding outlets in an Exclusive Use Area;  
25 (For purposes of clarification and as more particularly set forth in the Maintenance  
26 Guidelines, each Owner shall maintain all portions of the domestic water and sanitary  
27 sewer lines and connections beginning at the point where such lines and connections  
28 meet the interior unfinished surface of a perimeter wall, floor or ceiling of such  
29 Owner's respective Condominium Unit and extend into the Condominium Unit  
30 [including, without limitation, any lines and connection located within a partition  
31 wall {i.e., a wall which partitions or divides the airspace within a Condominium Unit

1 into rooms} and all fixtures affixed thereto {e.g., toilet, faucet, shower head, etc.}]);

2 (d) All interior lighting fixtures, all exterior light bulbs controlled by  
3 a switch inside the Condominium Unit and all interior plumbing fixtures, including  
4 bathtubs, shower stalls, toilets and sinks;

5 (e) The Exclusive Use Areas;

6 (f) All internal and external telephone wiring designed to serve his  
7 Condominium Unit;

8 (g) All plumbing fixtures and pipes located within an Owner's  
9 Condominium Unit (including within a non-structural demising or partitioning wall);

10 (h) All kitchen appliances, forced air heating unit, hot water heater,  
11 and any air conditioning equipment and/or supply lines located within an Owner's  
12 Condominium Unit;

13 (i) The exposed portions of any automatic fire sprinkler system  
14 located within the Owner's Condominium Unit; and

15 (j) The blade sign, wall plaque, banners and any other advertising  
16 signage for an Owner's Live/Work Condominium Unit or Commercial Condominium  
17 Unit.

18 Section 3. Maintenance Standards. Notwithstanding any other provision of this  
19 Declaration to the contrary, the Association shall maintain the Association Property and  
20 Maintenance Areas, and every Owner shall maintain his respective Condominium in compliance  
21 with the Maintenance Guidelines, all applicable City ordinances, with the provisions of this  
22 Declaration so as to comply with the following maintenance standards:

23 (a) Maintenance of Landscaping. All common landscaped areas shall  
24 be kept in a neat, clean, safe and attractive condition, free of debris, weeds and dead  
25 or dying plants, and the related irrigation systems shall be audited and maintained in  
26 good working order at all times in accordance with the requirements of Chapter 17.20  
27 of the City Municipal Code, as same may be amended from time to time.

28 (b) Tree Maintenance. All trees and shrubs within the Development  
29 shall be regularly irrigated and shall be pruned and trimmed as needed so they do not  
30 impede pedestrian traffic along the sidewalks, do not contact the Condominium  
31 Buildings and do not have excessive droppings or create a nuisance to any adjoining

1 Condominium Unit or other property. Any terminally diseased or dead tree shall be  
2 replaced with a healthy tree of the same species and of a size equal to at least a twenty-  
3 four inch (24") box, or such other planting and planter as may be determined by the  
4 Board of Directors or the Design Review Committee. All trees shall also be root  
5 pruned to eliminate exposed surface roots and damage to the Condominium  
6 Buildings, walkways, sidewalks or other Improvements. Additionally, the  
7 Association shall irrigate the trees located within the public street right-of-way of  
8 Colorado Boulevard, Primrose Avenue and Lemon Avenue as generally depicted on  
9 **Exhibit "MA"** attached hereto. All private walkways, sidewalks and stairwells shall  
10 be maintained so that they are safe for users. Significant pavement cracks, pavement  
11 distress, excessive slab settlement, abrupt vertical variations and debris shall be  
12 removed or repaired promptly.

13 (c) Maintenance of Parking Areas. The Private Parking Garage and  
14 the areas within the City Parking Structure to be maintained by the Association  
15 pursuant to the Parking Easement Agreement shall be swept, all debris, trash and  
16 other litter removed, the parking spaces re-striped (compact stalls are not permitted),  
17 the handicapped parking symbols repainted and all directional signs repaired or  
18 replaced on regularly scheduled bases so as to keep same in a neat, clean, safe and  
19 good operating condition for the intended purpose.

20 (d) Maintenance of the Private Elevator. The private elevator shall be  
21 professionally inspected at least annually or as otherwise required by the City and a  
22 report prepared to the Owners identifying any necessary or recommended  
23 maintenance or repairs.

24 (e) Maintenance of the City Elevator Card Reader. The card reader  
25 device located in the City elevator in the City Parking Structure shall be inspected  
26 and maintained in accordance with the manufacturer's recommendations so as to keep  
27 same in proper working order at all times. The Association shall give the City  
28 reasonable advance notice prior to commencing any routine maintenance or repairs  
29 to the card reader device and in the event of any emergency shall give such notice as  
30 is reasonable under the circumstances.

31 (f) Maintenance of Sump Pumps. The sump pumps maintained by  
32 the Association shall be kept in good working order at all times and shall have a

1 minimum bi-annual operation check to ensure proper operation.

2 (g) Avoidance of Nuisance. All Association Property and  
3 Maintenance Areas and Condominium Units shall be maintained in such a manner as  
4 to avoid the reasonable determination that a public nuisance has been created by the  
5 absence of adequate maintenance such as to be detrimental to public health, safety,  
6 or general welfare, or that such a condition of deterioration or disrepair cause harm  
7 or is materially detrimental to property values or Improvements within the boundaries  
8 of the Development.

9 (h) Maintenance of Signs. Any blade sign, wall plaque, banners or  
10 any other advertising signage concerning the business associated with a Live/Work  
11 Condominium Unit or a Commercial Condominium Unit shall be painted,  
12 maintained, repaired and/or replaced by the respective Owner as necessary to ensure  
13 a neat and attractive appearance.

14 (i) Maintenance of the Automatic Fire Sprinkler Systems. The  
15 automatic fire sprinkler systems installed in the Condominium Buildings and in the  
16 Private Parking Garage (including, without limitation, the common fire sprinkler  
17 main lines, detector check valves, smoke and heat ventilators and alarms) shall be  
18 monitored by a listed and U.L. certified central station and shall be professionally  
19 inspected at least annually and a report prepared for the Owners identifying any  
20 necessary maintenance or repairs. Fire alarms, fire hydrants and portable fire  
21 extinguishers and related fire protection systems shall be clearly identified to enhance  
22 their visibility and prevent parking and other obstructions. Curbs adjacent to fire  
23 hydrants and other fire department connections shall be painted red five feet (5')  
24 either side per City standards. Spark arrestors which comply with City standards and  
25 which are visible from the ground shall be permanently maintained on all chimney  
26 structures.

27 (j) Maintenance of Address Signage. Addresses shall be permanently  
28 maintained on all Condominium Buildings where originally installed or in another  
29 location approved in writing by the Redevelopment Agency and the City Fire  
30 Department so as to be plainly visible and legible to emergency personnel from the  
31 street fronting the Development.

32 (k) Compliance with the Water Quality Management Plans. All



1 portions of the Association Property (including, but not limited to, the Private Parking  
2 Garage, the areas within the City Parking Structure to be maintained by the  
3 Association pursuant to the Parking Easement Agreement, all common landscaped  
4 areas and related irrigation systems, the common trash enclosure areas, the private  
5 storm drain systems, catch basins, inlet grates and all other structural Best  
6 Management Practices [including, without limitation, the hydro-dynamic vortex  
7 separator device and adjacent storm drain junction box and lateral located in the  
8 Colorado Boulevard right-of-way]) shall be maintained in accordance with the  
9 requirements of the Water Quality Management Plans. In furtherance of the  
10 foregoing, the Association as to the Association Property and the Owners and other  
11 Occupants as to their respective Condominium Units shall comply with the  
12 following:

13 (1) Minimize the impacts of storm water runoff on the biological  
14 integrity of the natural drainage systems and water bodies in accordance with  
15 applicable environmental laws;

16 (2) Maximize the percentage of permeable surfaces to allow more  
17 percolation of storm water into the ground;

18 (3) Minimize the amount of storm water directed to impermeable  
19 surfaces;

20 (4) Minimize pollution emanating from parking areas through the  
21 use of appropriate treatment control using the Best Management Practices and good  
22 housekeeping techniques;

23 (5) Maintain all of the structural Best Management Practices  
24 (including, but not limited to, the hydro-dynamic vortex separator device and  
25 adjacent storm drain junction box and lateral and all other water quality devices)  
26 according to plans permitted by the City in a good and functional condition to  
27 safeguard the Development and adjoining properties from damage and pollution.  
28 Without limiting the generality of the foregoing, conduct regularly scheduled  
29 inspections, clean outs and maintenance by the manufacturer or by a City approved  
30 inspector of all structural Best Management Practices (including, but not limited to,  
31 the following: (i) inspecting the legibility of the required signs and stencils on storm  
32 drains and catch basins [i.e., "No Dumping - Drains to Ocean" logo, or equivalent])

1 which shall be repainted and labeled as necessary; and (ii) inspecting, cleaning out  
2 and otherwise maintaining the hydro-dynamic vortex separator device and adjacent  
3 storm drain junction box and lateral located within Colorado Boulevard right-of-way  
4 prior to the start of the rainy season (i.e., no later than October 1st of each year) and  
5 after the rainy season (i.e., no later than April 15th of each year) and after each storm  
6 event, and inspecting, cleaning out and otherwise maintaining the private storm drain  
7 system (including, without limitation, all inlets and catch basins located on the  
8 Association Property) as needed (i.e., at least prior to the start of the rainy season  
9 [i.e., no later than October 1st of each year] and after the rainy season [i.e., no later  
10 than April 15th of each year]);

11 (6) Direct roof down spouts away from trash enclosures and  
12 material storage areas and towards gravel or vegetated areas whenever possible;

13 (7) Enclose all trash container areas in roofed and/or walled  
14 structures and equip the containers with lids to prevent the discharge of trash and  
15 debris;

16 (8) Direct drainage from trash container areas to vegetated areas  
17 whenever possible;

18 (9) Equip outdoor storage of hazardous and non-hazardous  
19 materials with adequate secondary containment or other equivalent measures to  
20 reduce contamination of runoff; and

21 (10) Comply with the City's Stormwater Management Ordinance  
22 (Monrovia Municipal Code Section 12.36), as same may be amended from time to  
23 time.

24 Section 4. Annual Inspection by the Association. In addition to the inspection  
25 conducted as part of the reserve study pursuant to 5550 of the California Civil Code, as same may  
26 be amended from time to time, it shall be the duty of the Board to inspect the Association Property  
27 and the Maintenance Areas at least once each calendar year and cause a report to the Members to  
28 be prepared in accordance with the following:

29 (a) Purpose of Inspection. The purpose of the inspection shall be to:  
30 (i) determine whether the Association Property and Maintenance Areas are being  
31 maintained adequately, in accordance with the maintenance standards set forth in

1 Section 3 hereinabove; (ii) identify the condition of the Association Property and  
2 Maintenance Areas including the existence of any hazards or defects, and the need  
3 for performing additional maintenance, refurbishment, replacement, or repair; and  
4 (iii) recommend preventive actions which may be taken to reduce potential  
5 maintenance costs to be incurred in the future.

6 (b) Scope of Inspection. All of the Association Property and  
7 Maintenance Areas within the Development shall be thoroughly inspected and tested,  
8 as applicable.

9 (c) Experts and Consultants. The Board may employ such experts  
10 and consultants as are necessary to perform the inspection and prepare the report  
11 required herein.

12 (d) Report to Owners. The Board shall cause a report of the results  
13 of the inspection to be prepared. The report shall be furnished to Owners within the  
14 time set forth for furnishing Owners with the budget. The report shall include at least  
15 the following:

16 (1) a description of the condition of the Association Property and  
17 Maintenance Areas, including a list of items inspected, and the status of maintenance,  
18 repair and need for replacement of any Improvements thereon;

19 (2) a description of all maintenance, repair and replacement  
20 planned for the ensuing fiscal year and included in the Association's budget;

21 (3) if any maintenance, repair or replacement is to be deferred, the  
22 reason for such deferral;

23 (4) a summary of all reports of inspection performed by any expert  
24 or consultant employed by the Board to perform inspections;

25 (5) a report of the status of compliance with the maintenance,  
26 replacement and repair needs set forth in the inspection report for the immediately  
27 preceding year; and

28 (6) such other matters as the Board deems appropriate.

29 Section 5. Verification by the Board of Required Maintenance and Inspections  
30 and Revisions to the Maintenance Guidelines. Within ninety (90) days of receipt of the inspection  
31 report referenced in the preceding Section or receipt of an inspection report prepared by any

1 consultants engaged by Declarant as provided below, the Board shall determine whether (i) the  
2 Association Property and Maintenance Areas are being maintained in accordance with the  
3 requirements of this Declaration; (ii) the Association Property and Maintenance Areas are being  
4 inspected by the Board in accordance with the requirements of this Declaration; and (iii) all  
5 recommendations proposed by the Association's contractors or consultants and/or by any  
6 consultants engaged by the Declarant are being implemented. If the Board determines that any  
7 portion of the Association Property and/or Maintenance Areas is not being maintained or inspected  
8 in accordance with the requirements of this Declaration and/or that any of such recommendations  
9 are not being implemented, the Board shall determine what corrective actions must be taken to  
10 ensure that such maintenance and inspections are properly performed and recommendations  
11 implemented. In addition to the foregoing, the Board shall, at least annually, review the  
12 Maintenance Guidelines to determine whether any recommendations should be incorporated into  
13 the Maintenance Guidelines, and shall cause the Maintenance Guidelines to be revised within thirty  
14 (30) days of making a determination that such revisions should be incorporated into the  
15 Maintenance Guidelines. The Board shall keep a record of all such determinations in the minutes  
16 of the meetings of the Board. Notwithstanding the foregoing, the Board may not revise the  
17 Maintenance Guidelines without the prior written consent of the Declarant for so long as Declarant  
18 owns any portion of the Development or the Annexable Property and continuing until the fifteenth  
19 (15th) anniversary of the Close of Escrow for the sale of the last Condominium in the Development  
20 pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.  
21 The provisions of this Section may not be amended without the prior express written consent of  
22 Declarant, at Declarant's sole, absolute discretion, until the fifteenth (15th) anniversary of the  
23 Close of Escrow for the sale of the last Condominium in the Development pursuant to a transaction  
24 requiring the issuance of a Final Subdivision Public Report by the DRE.

25 Section 6. Delivery of the Association's Annual Inspection Report to Declarant.

26 The Board shall promptly cause a copy of each annual inspection report prepared in accordance  
27 with the preceding Section to be delivered to Declarant. The Association's obligations hereunder  
28 shall continue until the fifteenth (15th) anniversary of the Close of Escrow for the sale of the last  
29 Condominium in the Development pursuant to a transaction requiring the issuance of a Final  
30 Subdivision Public Report by the DRE. The provisions of this Section may not be amended without  
31 the prior express written consent of Declarant, at Declarant's sole, absolute discretion, until the  
32 fifteenth (15th) anniversary of the Close of Escrow for the sale of the last Condominium in the

1 Development pursuant to a transaction requiring the issuance of a Final Subdivision Public Report  
2 by the DRE.

3 Section 7. Owner Cooperation for Fumigation. In the event that it shall become  
4 reasonably necessary for the Association to fumigate a Condominium Building to control termites,  
5 insects, wood-destroying pests, organisms or for other similar purposes, all Owners and other  
6 Occupants of the Condominium Units in said Condominium Building shall cooperate with the  
7 Association so as to enable such work to be promptly and effectively completed (including, but  
8 not limited to, agreeing on the dates the Owners and other Occupants will vacate their respective  
9 Condominium Units to enable the fumigation work to be performed). Such costs shall be levied  
10 by the Association as a Special Assessment only against the affected Owners and their respective  
11 Condominium Units which are to be fumigated. Each Owner or other Occupant shall be  
12 responsible for all costs of temporary relocation (including, but not limited to, costs for food and  
13 lodging) during the period the Condominium Building is required to be vacated. The Association  
14 shall give notice to the affected Owners and other Occupants not less than fifteen (15) days nor  
15 more than thirty (30) days prior to the date that said Owners or other Occupants must temporarily  
16 vacate their respective Condominium Unit. The notice shall state the reason for the temporary  
17 relocation, the date and time of the beginning of the fumigation or treatment, the anticipated date  
18 and time of termination of treatment, and the fact that each Owner or other Occupant shall be  
19 responsible for his own accommodations during the temporary relocation. The Association may  
20 cause the temporary summary removal of any Owner or other Occupant for such periods and at  
21 such time as may be necessary for prompt, effective treatment of termites, insects, wood-  
22 destroying pests and other similar organisms. In order for the above-mentioned notice by the  
23 Association to be deemed complete, the Association must comply with either of the following and  
24 shall otherwise comply with the provisions of California Civil Code Section 4775, as same may  
25 be amended from time to time:

26 (a) Personal delivery of a copy of the notice to the Owners and other  
27 Occupants of the affected Condominium Units and the mailing of said notice to the  
28 Owners, if different than the Occupants, by first class mail, postage prepaid, at the  
29 most current address indicated on the books of the Association; or

30 (b) Mailing a copy of the notice to the Owners and other Occupants  
31 of the affected Condominium Units at the address of said Condominium Units and a  
32 copy of the notice to the Owners, if different than the Occupants, by first class mail,

1 postage prepaid, at the most current address shown on the books of the Association.

2 Section 8. Compliance Assessments. In the event any Owner shall fail to  
3 perform his maintenance obligations as set forth herein, after Notice and Hearing, the Board shall  
4 have the right, but not the obligation, acting through its agents and employees, to enter into any  
5 Condominium Unit (including any related Exclusive Use Area) to perform such maintenance and  
6 repairs as may be reasonably required to bring same into compliance with the Protective Covenants  
7 set forth in this Declaration. The cost of such maintenance and repairs shall be levied by the Board  
8 as a Compliance Assessment against the respective Owner as provided in this Declaration.

9 Section 9. Declarant's Extended Rights To Verify Association Maintenance. In  
10 order to ensure that the Association is maintaining the Association Property and Maintenance  
11 Areas in compliance with the requirements of the Maintenance Guidelines, until the fifteenth  
12 (15th) anniversary of the Close of Escrow for the sale of the last Condominium in the Development  
13 pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE,  
14 Declarant shall have the right, but not the obligation, at its own cost and expense, to retain the  
15 services of appropriate consultant(s) to do each of the following: (i) conduct annual inspections of  
16 all portions of the Association Property and Maintenance Areas; (ii) prepare and deliver to the  
17 Board a report setting forth the results of such inspections and any recommendations of Declarant's  
18 consultant(s); and (iii) prepare and deliver to the Board a proposed update to the Maintenance  
19 Guidelines applicable to the Association's maintenance of the Association Property and  
20 Maintenance Areas. In furtherance of the foregoing, Declarant hereby reserves a non-exclusive  
21 easement in gross on, over, under, across and through all portions of the Association Property and  
22 Maintenance Areas for the purpose of conducting such inspections and all activities related thereto.  
23 To facilitate such inspections by Declarant's consultant(s), within thirty (30) days after receipt of  
24 written request from Declarant, the Board shall provide Declarant's consultant(s) with a copy of  
25 the Association's maintenance books and records, at Declarant's expense. The provisions of this  
26 Section may not be amended without the prior express written consent of Declarant, at Declarant's  
27 sole, absolute discretion, until the fifteenth (15th) anniversary of the Close of Escrow for the sale  
28 of the last Condominium in the Development pursuant to a transaction requiring the issuance of a  
29 Final Subdivision Public Report by the DRE.

30 Within ninety (90) days of receipt of a report prepared by Declarant's consultant(s),  
31 the Board shall determine: (i) whether the Association Property and Maintenance Areas are being  
32 maintained in compliance with the requirements of the Maintenance Guidelines; (ii) whether any

1 corrective action needs to be taken to ensure the Association Property and Maintenance Areas are  
2 being maintained in compliance with the requirements of the Maintenance Guidelines; (iii)  
3 whether any recommendations by Declarant's consultant(s) set forth in such report will be  
4 implemented by the Board; and (iv) whether any proposed update to the Maintenance Guidelines  
5 shall be adopted by the Board. The Board shall keep a written record of such determinations in the  
6 minutes of the Board's meeting. Without limiting the foregoing, the Board shall independently  
7 review the Maintenance Guidelines for appropriate revisions at appropriate intervals, but in no  
8 event less frequently than annually.

9           Section 10.       Limitation of Liability For Consequential Damages From Leaks. In  
10 the event a leak in a water or sewer line, lateral, connection or other facility which constitutes a  
11 part of the Association Property shall cause damage to any Condominium Unit, the Association  
12 shall not be liable for any consequential damages resulting from such leak. To the maximum extent  
13 permitted by law, each Owner and Occupant in the Development, as the case may be, hereby  
14 waives and releases any all claims, causes of action, damages, costs and expenses (collectively  
15 "Claims") for consequential damages arising from or relating to such a leak based upon any express  
16 or implied contractual rights under this Declaration. Additionally, to the maximum extent  
17 permitted by law, all Owners and Occupants hereby release the Association from any liability for  
18 consequential damages arising from or relating to a leak in a water or sewer line, lateral connection  
19 or other facility which constitutes a part of the Association Property pursuant to this Declaration.  
20 Each Owner and Occupant who incurs any consequential damage as a result of a leak originating  
21 in the Association Property shall, at his sole cost and expense, repair and restore the damage to the  
22 interior of his Condominium Unit resulting from such leak (including, without limitation, any  
23 damage to the interior finished surfaces of the perimeter walls, floors and ceiling of his  
24 Condominium Unit [e.g., wall coverings, flooring, etc.], and all surfaces and structural components  
25 of any partition walls located within such Condominium Unit). The Association shall repair and  
26 restore any damaged portions of the Association Property (including, the interior unfinished  
27 surfaces of the perimeter walls, floors and ceiling of a Condominium Unit). Nothing herein shall  
28 be interpreted or construed to prohibit or otherwise limit the right of the Association to levy a  
29 Special Assessment against all Owners to cover the costs of repairing and restoring any damage to  
30 the Association Property resulting from such a leak.

1 **ARTICLE XII**

2 **DESIGN REVIEW**

3 Section 1. Exemptions From Design Review. Except as otherwise provided  
4 herein, all Improvements to the Condominium Units shall be subject to architectural approval by  
5 the Association in accordance with the provisions of this Declaration.

6 Section 2. Design Review. Except for purposes of proper maintenance and  
7 repair, and except as otherwise permitted hereunder, no Owner may build, construct, erect, plant  
8 or otherwise install any Improvements of any kind without first: (i) submitting plans and  
9 specifications for the proposed Improvements to the Design Review Committee for review and  
10 approval; (ii) obtaining the express written approval of such plans and specifications by the  
11 Committee; (iii) submitting the plans and specifications approved by the Committee to the City,  
12 the Redevelopment Agency and all other affected Public Agencies to obtain all necessary approvals  
13 and permits; and (iv) thereafter complying with the provisions of this Article and with any  
14 requirements imposed by the City, the Redevelopment Agency and any other affected Public  
15 Agency. In furtherance of the foregoing, no grading, excavation, demolition, construction,  
16 installation, alteration, addition, modification, or reconstruction of any Improvement shall be  
17 commenced or otherwise maintained by the Owner until the plans and specifications showing the  
18 nature, kind, shape, height, width, color, materials and location of the proposed Improvements,  
19 and any other information required by the Committee, have been submitted to the Design Review  
20 Committee and approved in writing by such Committee. Until receipt by the Committee of the  
21 required plans and specifications, and such other information as may be required by the  
22 Committee, the Committee may postpone review of any plans submitted for approval. The review  
23 and approval of the plans and specifications for the proposed Improvements shall be conducted  
24 solely by the Design Review Committee as provided herein, and the Committee shall base its  
25 decision upon the consistency of the proposed Improvements with the requirements of the Design  
26 Guidelines. In the event the Design Guidelines do not specifically address the proposed  
27 Improvements, the Committee shall apply the Design Guidelines in the manner which is most  
28 consistent with the original architectural and landscaping character established by the Declarant  
29 so as to preserve aesthetic harmony between the proposed Improvements and the existing  
30 Improvements within the Development. In no event may the Design Review Committee modify,  
31 amend, deviate from or otherwise fail to implement the provisions of the Design Guidelines.

32 Section 3. Design Review Committee. The Board shall appoint a Design



1 Review Committee, which is hereby authorized with the rights and powers set forth in this Article;  
2 provided however, in all cases, the Committee shall at all times exercise its authority in accordance  
3 with direction from, and subject to the ultimate authority of, the Board. Said Committee shall  
4 consist of not less than three (3) members, nor more than five (5) members. In the event of the  
5 failure or inability of any member of the Design Review Committee to act, the remaining members  
6 shall designate a successor who shall serve for the remainder of the term of the member he replaces.  
7 All members appointed to the Design Review Committee by the Board shall be from the  
8 membership of the Association. No member of the Design Review Committee shall be liable to  
9 any person for his decisions or failure to act in making decisions as a member of the Design Review  
10 Committee.

11 Section 4. Meetings of the Design Review Committee. The Design Review  
12 Committee shall meet, from time to time, as necessary to perform its duties hereunder. The vote or  
13 written consent of a majority of a quorum of the members of the Committee shall constitute an  
14 official act of the Committee. The Board, or subject to the prior approval of the Board, the  
15 Committee may engage the services of one or more architects, landscape architects, designers,  
16 planners and/or other similar qualified professional consultants and may appoint subcommittees  
17 to assist the Committee in the review of plans and specifications submitted to the Committee for  
18 review. The Board, or subject to prior approval of the Board, the Committee may delegate the  
19 decision making authority of the Committee to a subcommittee or to any of the aforesaid qualified  
20 professional consultants, provided however, that in all cases, such subcommittee and/or  
21 consultants shall at all times exercise such authority over the matters so delegated in accordance  
22 with direction from, and subject to the ultimate authority of, the Committee and the Board.

23 Section 5. Design Guidelines. The Design Review Committee shall use the  
24 Design Guidelines as the basis for reviewing plans and specifications for proposed Improvements  
25 to an Owner's Condominium. The Design Guidelines may include, without limitation, procedures,  
26 policies, limitations and restrictions regarding the following:

27 (a) The reconstruction, addition, change or alteration of any  
28 Improvement to a Condominium Unit, including the nature, kind, shape, size,  
29 materials, color, location and height of any Improvement;

30 (b) A description of any type of construction, addition, change or  
31 alteration which, if completed in conformity with the Design Guidelines does not  
32 require approval of the Design Review Committee;

1 (c) Conformity of completed Improvements with the plans and  
2 specifications approved by the Committee;

3 (d) Time limitations for the completion of the Improvements;

4 (e) Procedures for submission of plans and specifications, including,  
5 without limitation, floor plans, site plans, drainage plans, elevation drawings,  
6 landscape plans and a description or samples of colors and materials;

7 (f) Approved landscape palettes;

8 (g) Restrictions controlling the species and placement of any trees,  
9 plants, shrubbery, ground cover, etc., to be placed, planted, irrigated and maintained  
10 in the Development (including requirements regarding the use of root barriers and/or  
11 other similar devices to prevent damage to hardscape and other Improvements  
12 constructed or installed in a Condominium or other portion of the Development); and

13 (h) A reasonable schedule of fees for submission of plans and  
14 specifications and bonds (or cash deposits) to ensure proper completion of the  
15 anticipated work, clean-up and compliance with the approved plans.

16 The Design Review Committee shall maintain a copy of the then current Design  
17 Guidelines on file with the property manager for the Development at all times, and shall provide  
18 each Owner with a copy of the Design Guidelines upon written request. The Board shall establish  
19 a reasonable fee for copies of the Design Guidelines, and other related materials, to cover costs of  
20 reproduction, administration and handling.

21 Section 6. Architectural Approval - Review of Plans and Specifications. The  
22 Design Review Committee shall consider and act upon any and all plans and specifications  
23 submitted for its approval pursuant to this Declaration, and perform such other duties as, from time  
24 to time, shall be assigned to it by the Board, including the inspection of construction progress to  
25 ensure conformance with the plans approved by the Design Review Committee. No Owner shall  
26 build, construct erect, plant, alter, grade, excavate, demolish, modify, decorate, redecorate or  
27 reconstruct any Improvement until the plans and specifications therefor showing the nature, kind,  
28 shape, height, width, color, materials and location of the same shall have been approved in writing  
29 by the Design Review Committee as provided herein. The initial address for submission of such  
30 plans and specifications to the Design Review Committee shall be the office of the property  
31 manager for the Development.

32 The Design Review Committee shall approve the plans and specifications submitted

1 for its review and approval only if it determines that: (a) the proposed Improvements are in  
2 substantial compliance with the Design Guidelines; (b) the construction, alterations or additions  
3 contemplated thereby and the locations indicated will not be detrimental to the appearance of the  
4 surrounding area of the Development as a whole; (c) the appearance of any structure affected  
5 thereby will be in harmony with surrounding structures; (d) the construction thereof will not detract  
6 from the enjoyment of any Association Property; and (e) the upkeep and maintenance thereof will  
7 not become a burden on the Association. In addition to the foregoing, approval of the plans and  
8 specifications may be based upon, among other things, scale of site dimensions; conformity and  
9 harmony of external design with neighboring Improvements; affect of location and use of  
10 Improvements (including landscaping) on neighboring Condominiums Units; proper facing of all  
11 elevations; consideration of aesthetic beauty; and conformity of the plans and specifications to the  
12 purpose and general plan and intent of this Declaration. The approval of plans and specifications  
13 for any proposed Improvements may be withheld because of noncompliance with any of the  
14 specific provisions of this Declaration; because of the dissatisfaction of the Committee with the  
15 proposed nature, kind, plan, design, shape, height, dimensions, proportions, architectural style,  
16 color, finish or materials to be used therein, or the size, type or location of any proposed  
17 landscaping to be planted; or because of the dissatisfaction with any other aspect of the proposed  
18 Improvement which could cause the proposed Improvement to be inappropriate, inharmonious or  
19 out of keeping with the general plan of improvement for the Development. The Design Review  
20 Committee may condition its approval of proposals or plans and specifications for any  
21 Improvement: (a) on such changes therein as it deems appropriate, (b) upon the agreement by the  
22 person submitting the same to grant appropriate easements to the Association for the maintenance  
23 of the Improvement, or (c) upon the agreement of the person submitting the same to reimburse the  
24 Association for the cost of such maintenance, or all of the above, and may require submission of  
25 additional plans and specifications or other information prior to approving or disapproving the  
26 submission.

27 Section 7. Decisions of the Design Review Committee. Until receipt by the  
28 Design Review Committee of the required plans and specifications, and such other information as  
29 may be required in Section 6 above, the Design Review Committee may postpone review of any  
30 plans submitted for approval. Decisions of the Design Review Committee and the reasons therefore  
31 should be transmitted by the Design Review Committee to the applicant, at the address set forth in  
32 the application for approval, within forty-five (45) days after receipt by the Design Review

1 Committee of all plans, specifications and materials required.

2 Section 8. Submittal to the City and Redevelopment Agency - Right of Review.

3 Upon obtaining the written approval of the Design Review Committee, the Owner shall thereafter  
4 submit the approved plans and specifications to the Redevelopment Agency for approval and to  
5 the City to obtain any necessary permits. In the event that all necessary approvals of the  
6 Redevelopment Agency and/or City for the issuance of any necessary permits required to  
7 commence the work contemplated in the plans and specifications are not obtained within one (1)  
8 year from the date of approval by the Design Review Committee, the Design Review Committee  
9 shall have the right, but not the obligation, to re-review all previously approved plans and  
10 specifications. In addition, in the event that the Redevelopment Agency and/or City requires  
11 modifications to the plans and specifications previously approved by the Design Review  
12 Committee, the Owner shall submit to the Design Review Committee all modifications to the plans  
13 and specifications previously approved by the Design Review Committee. In the event the Owner  
14 is obligated to resubmit plans and specifications to the Design Review Committee to reflect the  
15 modifications required by the Redevelopment Agency and/or City, the Committee shall have the  
16 right to review and to impose further conditions on any such modifications which are not  
17 inconsistent with the requirements imposed by the Redevelopment Agency and/or City.

18 Section 9. Approval by the Redevelopment Agency and City. Approval of any

19 proposed or completed Improvement by the Design Review Committee (or the Board upon appeal)  
20 shall not be construed to warrant or represent in any way that the Improvement was approved by  
21 or complies with the ordinances, regulations and policies of the Redevelopment Agency or the  
22 City. Similarly, approval of any proposed or completed Improvement by the Redevelopment  
23 Agency and the City shall not be construed to constitute approval of such Improvement by the  
24 Design Review Committee or the Board.

25 Section 10. Conflicts between the Redevelopment Agency, the City and

26 Design Review Committee. In the event of any conflict in the conditions of approval of any  
27 proposed Improvements imposed by the Redevelopment Agency, the City and the Design  
28 Review Committee, the more restrictive of such conditions shall be controlling. Nothing herein  
29 shall limit the Design Review Committee from imposing conditions of approval of any proposed  
30 Improvements which are more restrictive than conditions as may be imposed by the  
31 Redevelopment Agency or the City.

32 Section 11. No Waiver of Future Approvals. The approval by the Design

1 Review Committee of any submissions for any work proposed to be done, or in connection with  
2 any other matter requiring the approval or consent of the Design Review Committee, shall not  
3 be deemed to constitute a waiver of any right to withhold approval or consent of any similar  
4 proposals, plans and specifications, drawings or other matters subsequently or additionally  
5 submitted for approval.

6 Section 12. Compensation of Members. The members of the Design Review  
7 Committee shall receive no compensation for services rendered, other than reimbursement by  
8 the Association for expenses incurred in the performance of such members' duties hereunder.  
9 This Section shall not be interpreted or construed to prohibit the Association from compensating  
10 any qualified professional who has been delegated rights and duties as provided in this Article.

11 Section 13. Variances. The Design Review Committee, by the vote or written  
12 assent of a majority of the members thereof, may allow reasonable variances as to any of the  
13 requirements of the Design Guidelines on such terms and conditions as it shall require. The  
14 granting of such a variance shall not operate to waive any of the requirements of the Design  
15 Guidelines for any purpose, except as to the particular Condominium Unit and particular Design  
16 Guideline which is the subject of such variance, nor shall it affect in any way the Owner's  
17 obligation to comply with all requirements imposed by the Redevelopment Agency and/or the  
18 City.

19 Section 14. Inspection of Work. Upon consent of the Owner, which consent  
20 shall not be unreasonably withheld, any member or authorized representative of the Design  
21 Review Committee may, at any reasonable hour and upon reasonable notice, enter and inspect  
22 any Condominium Unit which has been the subject matter of an approval of a submission for  
23 an Improvement thereto. Such entry shall be made with as little inconvenience to the Owner as  
24 reasonably possible, and any damage caused thereby shall be repaired by the Association. If the  
25 Design Review Committee finds that such work was not done in substantial compliance with  
26 the approved plans and specifications, it shall notify the Owner in writing of such  
27 noncompliance, specifying the particulars of noncompliance and shall require the Owner to  
28 remedy the same within thirty (30) days from the date of notification of such noncompliance. If  
29 a noncompliance exists, the Board, after Notice and Hearing, may levy a Compliance  
30 Assessment against such Owner for the costs of removing or remedying such noncompliance.

31 Section 15. Non-Liability of the Members of the Design Review Committee.  
32 Neither Declarant, the Association, the Board or the Design Review Committee, or the members

1 or designated representatives thereof, shall be liable for damages to any Owner submitting plans  
2 or specifications to them for approval, or to any Owner in the Development affected by this  
3 Declaration by reason of mistake in judgment, negligence or nonfeasance, unless due to willful  
4 misconduct or bad faith of the Design Review Committee. The Design Review Committee's  
5 approval or disapproval of a submission shall be based solely on the considerations set forth in  
6 this Article, and in such Rules and Regulations as may be promulgated by the Board or the  
7 Design Review Committee, and the Design Review Committee shall not be responsible for  
8 reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or  
9 design from the standpoint of structural safety and conformance with building or other codes.

10 Section 16. Appeals. In the event plans and specifications submitted to the  
11 Design Review Committee are disapproved, the party making such submission may appeal in  
12 writing to the Board. The written request must be received by the Board not more than thirty  
13 (30) days following the final decision of the Design Review Committee. The Board shall submit  
14 such request to the Design Review Committee for review, and the written recommendations of  
15 the Design Review Committee will be submitted to the Board. Within forty-five (45) days  
16 following receipt of the request for appeal, the Board shall render its written decision.

17 Section 17. Prohibited Improvements and Activities.

18 (a) Fire Protection Easements. Neither the Association nor any  
19 Owner shall build, construct, erect or install any Improvement of any kind whatsoever  
20 (including, but not limited to, speed bumps) within any fire lane within the  
21 Development without first obtaining approval from the Design Review Committee,  
22 the Redevelopment Agency, the City and any other affected Public Agency.

23 (b) Redevelopment Agency Approval. Neither the Association nor  
24 any Owner or other Occupant shall build, construct, erect or otherwise install any  
25 modification to the exterior of a Condominium Building or to any of the common  
26 landscaping without the prior express written approval of the Redevelopment  
27 Agency.

28 (c) City Requirements. No Owner shall build, construct or install any  
29 Improvements which would violate any City ordinances, regulations or policies  
30 including, but not limited to, zoning requirements and building setbacks.

31 (d) Use of the City Elevator. No Owner or Occupant shall delay,  
32 impede or obstruct the normal operation of the City Elevator (as defined in the

1 Parking Easement Agreement) at any time (including, without limitation, when  
2 moving furniture or other personal property into or from a Condominium Unit).

3 (e) Fire Sprinklers. In compliance with requirements imposed by the  
4 City, an automatic fire sprinkler system has been installed in each Condominium  
5 Building in the Development. No Owner shall disconnect, remove or otherwise  
6 disable any fire sprinkler or any related equipment installed in his Condominium Unit  
7 and shall maintain his fire sprinkler system in proper working order at all times. The  
8 fire sprinkler system is heat sensitive and sprinkler heads should not be exposed to  
9 an open flame or any other source or intense heat. Each Owner acknowledges and  
10 agrees that Declarant shall not be liable for any damage to the Owner's Condominium  
11 caused by the activation of the fire sprinkler system. Portable fire extinguishers have  
12 been installed in various locations in the Development in compliance with the  
13 requirements imposed by the City.

14 (f) Improvements and/or Modifications by Owners to the  
15 Association Property. No Owner may build, construct, erect, install or plant any  
16 Improvements (including, without limitation, any landscaping) in any portion of the  
17 Association Property (including, without limitation, the portion of the Association  
18 Property which adjoins the front of a Condominium Building). Without limiting the  
19 foregoing, no Owner may alter or modify, or attempt to alter or modify in any manner  
20 whatsoever, any of the following: (i) any windows, walls or ceilings in a  
21 Condominium Unit except for surface finishes (e.g., paint and wall coverings); (ii)  
22 any structural component of a Condominium Building; (iii) any part of the plumbing  
23 system in a Condominium Building (except for replacement of interior kitchen and  
24 bathroom fixtures [e.g., faucets toilets, etc.]), and no Owner or other Occupant may  
25 use a "snake" or cause a "snake" to be used in any pipes unless expressly authorized  
26 to do so by the Association; and (iii) any water seal material or component (e.g., the  
27 weather stripping for windows and doors and the moisture seal for any deck); (iv)  
28 any acoustical component or noise mitigating material in a Condominium Building;  
29 or (v) the surface of any sidewalk or the entry porch for any Condominium Unit.

30 (g) Light Glare. All exterior lighting shall be kept at a reasonable  
31 level of intensity and shall be directed away from adjacent Condominium Units and  
32 from the public and private streets to minimize glare.

1 (h) In-Wall Speakers. No in-wall speakers of any kind (including,  
2 without limitation, in-wall speakers for a home entertainment center) may be installed  
3 in any Condominium Unit in the Development, save and except for any in- wall  
4 speakers installed by Declarant. All exterior speakers shall be installed in compliance  
5 with the Rules and Regulations, subject to the prior approval of the Design Review  
6 Committee.

7 (i) Water Beds. Water beds are expressly prohibited in all  
8 Condominium Units.

9 (j) Roof Mounted Equipment. Neither the Association nor any  
10 Owner shall install any roof mounted mechanical equipment unless such equipment  
11 is completely screened from street level by the roof and is approved by both the  
12 Design Review Committee and the City Planning Department.

13 (k) No Owner Access to the Roof. No Owner shall access any portion  
14 of the roof of a Condominium Building.

15 (l) Ground Level Equipment. All ground level mechanical  
16 equipment shall be completely screened with landscaping approved by the Design  
17 Review Committee; provided however, such equipment may never be installed within  
18 a street setback area.

19 (m) Barbecues. Operation of any barbecue device in a Condominium  
20 Unit or on any Exclusive Use Area Deck shall be in full compliance with federal,  
21 state and local law and the Rules and Regulations of the Association, and must not  
22 unreasonably interfere with the use and enjoyment of another Condominium Unit.

23 (n) Preservation of Trees. No trees may be removed from any portion  
24 of the Development or any Maintenance Areas without the prior express written  
25 approval of the Planning Division Manager.

26 **ARTICLE XIII**

27 **DAMAGE OR DESTRUCTION TO THE ASSOCIATION PROPERTY**

28 **AND/OR MAINTENANCE AREAS**

29 Section 1. Restoration of Damaged Association Property and/or Maintenance  
30 Areas. Subject to the provisions of Sections 2, 3 and 4 below and to the provisions of the Parking  
31 Easement Agreement, damage to or destruction of all or any portion of the Association Property



1 and/or Maintenance Areas shall be handled in the following manner:

2 (a) In the event of damage to or destruction of any Association  
3 Property and/or the Maintenance Areas and the Association's insurance proceeds are  
4 sufficient to effect total restoration, the Association shall, as promptly as is practical,  
5 cause the same to be repaired and reconstructed in a good workmanlike manner to its  
6 condition prior to such damage or destruction.

7 (b) In the event of damage to or destruction of any of the Association  
8 Property and/or the Maintenance Areas and the Association's insurance proceeds are  
9 insufficient to effect total restoration, the Association shall, as promptly as practical,  
10 cause the same to be repaired and reconstructed in a good workmanlike manner to its  
11 condition prior to the damage or destruction, and the difference between the  
12 Association's insurance proceeds and the actual costs shall be levied by the  
13 Association as a Special Assessment against each Condominium Unit in the  
14 Development on the basis of such Condominium Unit's Pro Rata Unit Area.

15 (c) Any restoration or repairs to the Development after damage due  
16 to an insurable hazard shall be substantially in accordance with this Declaration and  
17 the original plans and specifications approved by the Public Agencies unless the  
18 approval of at least fifty-one percent (51%) of all Eligible Mortgage Holders (based  
19 upon the total of the Pro Rata Unit Areas corresponding to such Eligible Mortgage  
20 Holders), is obtained.

21 Section 2. Election by Owners Not to Restore Association Property.

22 (a) Notwithstanding the provisions set forth in Section 1  
23 hereinabove, in the event the Owners (other than the Declarant) holding at least sixty-  
24 seven percent (67%) of the total voting power of the Association, and at least sixty-  
25 seven percent (67%) of all Eligible Mortgage Holders (based upon the total of the Pro  
26 Rata Unit Areas corresponding to such Eligible Mortgage Holders) have given their  
27 prior written approval, the Owners may elect not to rebuild or restore a portion of the  
28 Association Property and/or the Maintenance Areas and to disburse the available  
29 insurance proceeds to the general fund of the Association.

30 (b) In the event the Owners and Mortgagees shall have so voted not  
31 to rebuild the affected portion of the Association Property and/or the Maintenance  
32 Areas, the affected area shall be cleared and the cost thereof shall be paid for out of

1 the available insurance proceeds prior to their distribution to the general fund of the  
2 Association.

3 (c) No reallocation of interests in the Common Area resulting from a  
4 partial destruction of the Development may be effected without the approval of the  
5 Owners (other than Declarant) of at least sixty-seven percent (67%) of the Total Unit  
6 Area of all Condominiums in the Development and at least fifty-one percent (51%)  
7 of all Eligible Mortgage Holders (based upon the total of the Pro Rata Unit Areas  
8 corresponding to such Eligible Mortgage Holders).

9 Section 3. Election by Owners Not to Restore the Association Property and  
10 Terminate the Development. Any election to terminate the Development after substantial  
11 destruction of the Association Property requires the approval of the Owners (other than  
12 Declarant) of at least sixty-seven percent (67%) of the Total Unit Area of all Condominiums in  
13 the Development, and at least sixty-seven percent (67%) of all Eligible Mortgage Holders (based  
14 upon the total of the Pro Rata Unit Areas corresponding to such Eligible Mortgage Holders).

15 Section 4. Damage to the Development and to the City Parking Structure. In  
16 the event that both the Development and the City Parking Structure are damaged or destroyed,  
17 and the insurance proceeds and other funds available for effecting the required repairs to the  
18 City Parking Structure are not sufficient and readily available to complete the repairs, the  
19 Association's obligation to contribute its Allocable Share to the costs of repairing the City  
20 Parking Structure or its right to receive its Allocable Share of the Insurance Proceeds shall be  
21 as set forth in the Parking Easement Agreement.

22 Section 5. Insurance Proceeds. All insurance proceeds shall be payable to the  
23 Association in trust for the benefit of the Owners and their respective Mortgagees as provided  
24 in the Article herein entitled "Insurance." In the event any excess insurance proceeds remain  
25 after the reconstruction or clearance of the Association Property by the Association, pursuant to  
26 this Article, the Board, in its sole discretion, may retain such sums in the general fund of the  
27 Association. Any distribution of funds in connection with the termination of the Development  
28 shall be allocated equally among all of the Condominiums in the Development. Any such  
29 distribution shall be subject to the prior rights of Mortgagees whose interests may be protected  
30 by the insurance policies carried by the Association. In the absence of any such rights, the rights  
31 of an Owner and the Mortgagee of his Condominium as to each such distribution shall be  
32 governed by the provisions of the Mortgage encumbering said Condominium.



1 the total of the Pro Rata Unit Areas corresponding to such Eligible Mortgage Holders), is  
2 obtained. No reallocation of interests in the Common Area resulting from a partial  
3 condemnation of the Development may be effected without the approval of the Owners (other  
4 than Declarant) of at least sixty-seven percent (67%) of the Total Unit Area of all Condominiums  
5 in the Development and at least fifty-one percent (51%) of all Eligible Mortgage Holders (based  
6 upon the total of the Pro Rata Unit Areas corresponding to such Eligible Mortgage Holders).

7 Section 4. Election by Owners Not to Restore the Association Property and  
8 Terminate the Development. Any election to terminate the Development after a substantial  
9 taking in condemnation of the Association Property requires the approval of the Owners (other  
10 than Declarant) of at least sixty-seven percent (67%) of the Total Unit Area of all Condominiums  
11 in the Development, and at least sixty-seven percent (67%) of all Eligible Mortgage Holders  
12 (based upon the total of the Pro Rata Unit Areas corresponding to such Eligible Mortgage  
13 Holders).

## 14 **ARTICLE XV**

### 15 **COVENANT AGAINST PARTITION**

16 Section 1. General Covenant Against Partition. Except as otherwise provided  
17 in this Section, the Association Property shall remain undivided and there shall be no judicial  
18 partitions thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in a  
19 Condominium.

20 Section 2. Judicial Partition of the Development. The Owner of a  
21 Condominium in the Development may maintain a partition action as to the entire Development  
22 as if the Owners of all the Condominiums in the Development were equal tenants-in-common  
23 in the entire Development. The court shall order partition under this Article only by sale of the  
24 entire Development and only upon the showing of one (1) of the following:

25 (a) More than three (3) years before the filing of the action, the  
26 Development was damaged or destroyed so that a material part was rendered unfit  
27 for its prior use, and the Development has not been rebuilt or repaired substantially  
28 to its state prior to the damage or destruction;

29 (b) Three-fourths (3/4) or more of the Development has been  
30 destroyed or substantially damaged, and the Owners (other than Declarant) holding  
31 at least sixty-seven percent (67%) of the total voting power of the Association, and at

1 least sixty-seven percent (67%) of all Eligible Mortgage Holders (based upon the  
2 total of the Pro Rata Unit Areas corresponding to such Eligible Mortgage Holders)  
3 are opposed to repairing or restoring the Development; or

4 (c) The Development has been in existence more than fifty (50)  
5 years, is obsolete and uneconomical, and Owners (other than Declarant) holding at  
6 least sixty-seven percent (67%) of the total voting power of the Association, and at  
7 least sixty-seven percent (67%) of all first Mortgagees (based upon the total of the  
8 Pro Rata Unit Areas corresponding to such first Mortgagees) oppose the repair or  
9 restoration of the Development.

10 Section 3. Board of Directors' Power of Sale in Event of Judicial Partition.

11 Declarant, for itself and on behalf of each and every present and subsequent Owner of a  
12 Condominium in the Development, has appointed the Board as its and their attorney-in-fact to  
13 sell the entire Development for the benefit of all of the Owners thereof when partition of the  
14 Development may be had pursuant to this Declaration, which power shall: (a) be binding upon  
15 all of the Owners; (b) be exercisable by a vote of at least seventy-five percent (75%) of the  
16 members of the Board; and (c) be exercisable only after recordation of a certificate by the Board,  
17 which shall provide that said power is properly exercisable hereunder, and which certificate  
18 shall be conclusive evidence thereof in favor of any person relying thereon in good faith.

19 **ARTICLE XVI**

20 **INSURANCE**

21 Section 1. Property Insurance for the City Parking Structure. As more fully  
22 set forth in the Parking Easement Agreement, the City shall obtain and maintain in full force  
23 and effect at all times a policy of property insurance for the risks covered by, and providing  
24 coverage at least as broad as, a current ISO "special form" (a/k/a/ "all-risk") policy or its  
25 equivalent, insuring the City Parking Structure. Such insurance shall be maintained in an amount  
26 equal to one hundred percent (100%) of the then current replacement cost of the City Parking  
27 Structure (without deduction for depreciation or co-insurance). The Association shall reimburse  
28 the City for its Allocable Share of the cost of such insurance in accordance with the provisions  
29 of the Parking Easement Agreement. In furtherance thereof, the provisions in the Parking  
30 Easement Agreement regarding the property insurance to be maintained by the City for the City  
31 Parking Structure and by the Association for the fixtures, equipment and systems to be

1 maintained by the Association under the Parking Easement Agreement, (including, without  
2 limitation, the Mixed Use Access Gate, Sump Pumps, City Elevator Access Device, City  
3 Stairwell Access Doors and ventilation fan, as provided therein) shall preempt and supersede  
4 the casualty and fire insurance provisions set forth in Section 2 below regarding the insurance  
5 to be maintained by the Association on the Association Property as to the portions of the  
6 Association Property which consist of the fixtures, equipment and systems in the City Parking  
7 Structure.

8 Section 2. Required Insurance Coverage. Subject to the provisions of Section  
9 1 above, the Association, acting by and through the Board, shall obtain for the Association and  
10 shall maintain and pay the premiums for the following insurance coverage (and the cost thereof  
11 shall be included in the Common Expenses):

12 (a) Casualty and Fire Insurance. A policy of fire and casualty  
13 insurance with an extended coverage ("all risk") endorsement in an amount that  
14 should cover one hundred percent (100%) of the then current full replacement cost  
15 (without deduction for depreciation or co-insurance) of all insurable Improvements  
16 on the Association Property (together with all fixtures, equipment and systems and  
17 common personal property and supplies) and all of the Condominium Units  
18 (including the Exclusive Use Areas appurtenant to the Condominium Units), but  
19 excluding those portions of the Association Property consisting of easements and  
20 other rights in and to the City Parking Structure. The policy must also cover fixtures  
21 (including all built-in or set-in appliances, cabinets and floor coverings), equipment  
22 and other personal property inside the individual Condominium Units in the amount  
23 designated by Declarant and included in the purchase price for the Condominium  
24 Units and financed by a mortgage that may be purchased by FNMA or FHLMC or  
25 insured or guaranteed by FHA or VA. Such policy must be written by an insurance  
26 carrier that has an acceptable rating from A.M. Best Company, DemoTech, Inc., or  
27 Standard and Poor's Inc. in accordance with FNMA's requirements. Said policy shall  
28 be primary and shall be maintained for the benefit of the Association, the Owners and  
29 the Mortgagees, as their interests shall appear and shall waive the right of subrogation  
30 against Owners, if obtainable. Unless a higher maximum amount is required under  
31 California law, the maximum deductible shall be the lesser of Ten Thousand Dollars  
32 (\$10,000) or one percent (1%) of the face amount of the policy, if obtainable. The

1 funds to cover the deductibles should be included in the Association's reserves. The  
2 coverage does not need to include land, foundations, excavations, or other items  
3 normally excluded from such coverage. Such policy must contain an Agreed Amount  
4 Endorsement (if the policy of insurance includes a coinsurance clause) and also must  
5 contain if required and if obtainable:

6 (1) Either a Guaranteed Replacement Cost Endorsement or a  
7 Replacement Cost Endorsement;

8 (2) Inflation Guard Endorsement;

9 (3) Building Ordinance or Law Endorsement if the enforcement of  
10 any building, zoning or land-use law will result in loss or damage, increased cost of  
11 repairs or reconstruction or additional demolition and removal costs; and

12 (4) Any other special Condominium endorsements that may be  
13 required by FHA, FNMA, FHLMC and/or VA.

14 (b) General Liability Insurance. A policy of comprehensive general  
15 liability insurance (with cross-liability endorsement, if obtainable) (including  
16 coverage for medical payments) insuring the Association, the Board, the Owners and  
17 the agents and employees of each of the foregoing, against any liability for bodily  
18 injury, death and/or property damage arising from or incident to the activities of the  
19 Association and/or the Owners on the Association Property (including, without  
20 limitation, the ownership, occupation, operation, use, maintenance and/or repair of  
21 the Association Property and/or Maintenance Areas) or on any other areas that are  
22 under the supervision of the Association (including the areas utilized and/or  
23 maintained by the Association in the City Parking Structure), and from lawsuits  
24 related to employment contracts to which the Association is a party. The limits of  
25 liability under this Section shall be set by the Board and shall be reviewed at least  
26 annually by the Board, and increased or decreased at the discretion of the Board;  
27 provided, however, that said limits shall be at least One Million Dollars  
28 (\$1,000,000.00) or other amount acceptable to FNMA per single occurrence; and,  
29 provided further, that if FHA, FHLMC, FNMA and/or the VA participate in the  
30 financing of Condominiums in the Development, said limits shall not be less than the  
31 minimum limits required under the then current FHA, FHLMC, FNMA and/or VA  
32 regulations. If the policy does not include "severability of interest" in its terms, the

1 policy must include a special endorsement to preclude the insurer's denial of an  
2 Owner's claim because of negligent acts of the Association or another Owner, if  
3 obtainable.

4 (c) Fidelity Bonds. A blanket fidelity bond naming all persons,  
5 whether or not such persons are compensated for their services, who either handle  
6 (including, without limitation, sign checks) or are otherwise responsible for funds  
7 held by or for the Association, including, but not limited to, the officers, directors,  
8 Board, trustees and employees of the Association, and the officers, employees and  
9 agents of any management company employed by the Association who handle or are  
10 responsible for the administration of Association funds, if obtainable. Such coverage  
11 should be in an amount that is not less than the maximum funds that will be in the  
12 custody of the Association and/or its management company, including reserves. A  
13 lesser amount of fidelity bond coverage may be obtained provided and on condition  
14 that the Association and its management company strictly adhere to the financial  
15 controls required by FNMA; however, in all cases the fidelity bond coverage must at  
16 least equal the sum of three (3) months Regular Assessments (including reserves) on  
17 all Condominiums in the Development. If the Association enters into an agreement  
18 with a management company to provide professional management of the Association,  
19 the Association shall require such company to submit evidence of fidelity bond  
20 coverage to the same extent as the Association's coverage and the management  
21 company must expressly agree to comply with all the financial controls required by  
22 FNMA. The fidelity bonds shall contain waivers by the issuers of the bonds of all  
23 defenses based upon the exclusion of persons serving without compensation from the  
24 definition of "employees", or similar terms or expressions.

25 (d) Worker's Compensation. A policy or policies for all employees of  
26 the Association in such amounts as may be required by law.

27 (e) Any Other Insurance Required by FHA, FNMA, FHLMC,  
28 GNMA and/or VA. Any other casualty, liability, flood and/or fidelity insurance  
29 meeting the insurance requirements for condominium project established by FHA,  
30 FNMA, FHLMC, GNMA and/or VA, as long as any of these entities either holds,  
31 insures or guarantees a first Mortgage on Condominium in the Development or is the  
32 Owner of a Condominium in the Development, except to the extent such coverage is



1 not reasonably available or has been waived in writing by the entity requiring such  
2 insurance coverage.

3 Section 3. Optional Insurance Coverage. The Association, acting by and  
4 through the Board, may purchase such other insurance insuring other risks customarily insured  
5 by associations managing condominium projects similar in construction, location and use, as  
6 the Board may deem necessary or appropriate, including, but not limited to, directors and  
7 officers errors and omissions insurance in the minimum amounts established in California Civil  
8 Code Section 5800, earthquake insurance and flood insurance if required by a lender.

9 Section 4. Beneficiaries. All insurance maintained by the Association shall be  
10 kept for the benefit of the Association, the Owners and the Owner's respective Mortgagees, as  
11 named insureds, according to the respective Pro Rate Unit Area for each Condominium Unit,  
12 subject to loss payment requirements established in this Declaration.

13 Section 5. Waivers and Other Provisions of the Policies of Insurance. All  
14 policies of insurance kept by or for the benefit of the Association, the Owners and their  
15 Mortgagees must include the following waivers and other provisions, if reasonably available:  
16 (i) the Association and each Owner waive and release all claims against the Association, the  
17 Board, the Declarant and the agents and employees of each of the foregoing, and all other  
18 Owners to the extent of the insurance proceeds available whether or not the insurable damage  
19 or injury is caused by the negligence or breach of any agreement by said persons or entities; (ii)  
20 all policies of insurance insuring against physical damage waiver each of the following: (a)  
21 subrogation of claims against the Owners and tenants and lessees of the Owners; (b) any defense  
22 based on coinsurance; and (c) any right of setoff, counterclaim, apportionment, proration or  
23 contribution due to other insurance not carried by the Association; (iii) the "standard mortgage  
24 clause" (or equivalent endorsement which provides that coverage of a Mortgagee under the  
25 insurance policy will not be adversely affected or diminished by an act or neglect of the  
26 Mortgagor, which is commonly accepted by private institutional mortgage investors in the area  
27 in which the Development is located), unless such coverage is prohibited by applicable law; (iv)  
28 recognition of any insurance trust agreement; (v) waiver of the right of subrogation against  
29 Owners individually; (vi) insurance coverage is not prejudiced by any act or neglect of  
30 individual unit owners which is not in the control of such Owners collectively; and (vii) the  
31 policy is primary in the event any Owner has other insurance covering the same loss. Certificates  
32 of insurance shall be issued to each Owner and Mortgagee upon request.

1                   Section 6. Notice of Cancellation Requirements. All policies of insurance  
2 (including fidelity bonds) maintained by the Association pursuant to this Article shall contain a  
3 provision that coverage under said policies may not be canceled, terminated, allowed to expire  
4 by their own terms, or be substantially modified by any party without at least thirty (30) days'  
5 prior written notice to the Board, to each Owner, to such first Mortgagees (or servicers) who are  
6 named in the mortgage clause and/or who have filed written request with the Association for  
7 such notice and to Declarant for so long as Declarant owns any portion of the Development or  
8 the Annexable Property and continuing until the fifteenth (15th) anniversary of the Close of  
9 Escrow for the sale of the last Condominium in the Development pursuant to a transaction  
10 requiring the issuance of a Final Subdivision Public Report by the DRE. A list of the Owners  
11 and such first Mortgagees shall be made available by the Association to the insurance carrier  
12 upon request. The provisions of this Section may not be amended without the prior express  
13 written consent of Declarant, at Declarant's sole, absolute discretion, until the fifteenth (15th)  
14 anniversary of the Close of Escrow for the sale of the last Condominium in the Development  
15 pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the  
16 DRE.

17                   Section 7. Annual Review of Coverage. The Board shall annually determine  
18 whether the amounts and types of insurance coverage that it has obtained pursuant to this Article  
19 provide adequate coverage for the Development, based upon the then current construction costs,  
20 insurance practices in the area in which the Development is located, and all other factors which  
21 may indicate that either additional insurance coverage or increased coverage under the existing  
22 policies is necessary or desirable to protect the interests of the Association, the Owners and their  
23 respective Mortgagees. If economically feasible, the Board shall obtain a current appraisal of  
24 the full replacement cost (without deduction for depreciation or co-insurance) of all insurable  
25 Improvements on the Association Property (together with all fixtures, building service  
26 equipment and common personal property and supplies) and the individual Condominium Units  
27 from a qualified independent insurance appraiser, before each such annual review. If the Board  
28 determines that increased coverage or additional insurance is appropriate, it shall obtain same.

29                   Section 8. Rights and Duties of Owners to Insure. Each Owner is responsible  
30 for insuring his personal property and all other property and Improvements within his respective  
31 Condominium Unit for which the Association has not obtained insurance as provided in this  
32 Article, as his respective lender may require. Nothing in this Article precludes any Owner from

1 carrying any casualty and fire insurance for his Condominium Unit and Exclusive Use Areas  
2 and/or any comprehensive general liability insurance he considers desirable to cover his  
3 individual liability for damage to person or property occurring on or within his Condominium  
4 Unit, on the Association Property or elsewhere within the Development; however, an Owner's  
5 policies may not adversely affect or diminish any coverage under insurance obtained by the  
6 Association. Duplicate copies of Owners' insurance policies shall be deposited with the  
7 Association upon request. If obtainable, any liability insurance coverage carried by an Owner  
8 shall contain a waiver of subrogation of claims against the Declarant, the Association and the  
9 Board, and their agents and employees, and all other Owners. If any loss intended to be covered  
10 by insurance carried by the Association occurs and the proceeds payable thereunder shall be  
11 reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of  
12 the Owner's insurance to the Association to the extent of such reduction for application by the  
13 Board to the same purposes as the reduced proceeds are to be applied.

14 Section 9. The Association as Trustee; Actions of the Trustee. The  
15 Association, acting by and through the Board, shall be the trustee of the interests of all named  
16 insureds under the Association's insurance policies and shall hold any proceeds of insurance in  
17 trust for the named insureds. All Owners hereby appoint the Board as their special attorney-in-  
18 fact to handle all matters affecting insurance carried by the Association. Subject to the  
19 provisions of Section 1 above and except as otherwise specifically provided in this Declaration,  
20 the Board shall have the exclusive right to bind the Association and all Owners to all matters  
21 affecting insurance carried by the Association, the negotiation and settlement of a loss claim,  
22 and the surrender, cancellation and modification of all insurance. Without limiting the foregoing,  
23 the Board shall be solely responsible for making claims and shall keep a record of all claims  
24 made. Unless an insurance policy provides for a different procedure for filing claims, all claims  
25 must be sent to the insurance carrier or agent by certified mail and be clearly identified as a  
26 claim. All insurance proceeds under any Association insurance policies must be paid to the  
27 Board as the trustee. The Board is hereby authorized to receive such funds and to negotiate loss  
28 settlements with insurance carriers, with participation, to the extent the Board desires, of first  
29 Mortgagees who have filed written requests within ten (10) days of receipt of notice of any  
30 damage or destruction as provided in this Declaration. Further, the Board may enter into a  
31 settlement with any insurer for less than full coverage for any damage so long as the Board acts  
32 in accordance with the standard of care required by law. Any two (2) officers of the Association,

1 who are authorized by a duly adopted resolution of the Board, may sign a loss claim form and  
2 release form in connection with the settlement of a loss claim, and such signatures are binding  
3 on all the named insureds. A representative chosen by the Board may be named as an insured,  
4 (including a trustee with whom the Association may enter into an insurance trust agreement and  
5 any successor to such trustee), who shall have exclusive authority to negotiate losses under any  
6 insurance policy and to perform such other functions necessary to accomplish this purpose.  
7 Duplicate originals or certificates of all policies insurance kept by the Association and of all  
8 renewals thereof, together with proof of payment of premiums, shall be delivered by the  
9 Association to all Owners and Mortgagees who requested them in writing in accordance with  
10 the provisions of Section 5200, et seq. of the California Civil Code.

11 Section 10. Premiums, Deductibles and Proceeds. Insurance premiums for all  
12 insurance policies (including fidelity bonds) maintained by the Association shall be a Common  
13 Expense to be included in the Regular Assessments levied by the Association. At the discretion  
14 of the Board, the deductibles for all such insurance policies may either be funded as a Common  
15 Expense included in the Regular Assessments and retained in the Association's reserve account  
16 or may be funded by the levy of a Special Assessment. All insurance proceeds paid to the  
17 Association shall be disbursed as follows: (a) in the event of any damage or destruction to the  
18 Association Property and/or Maintenance Areas, such proceeds shall be disbursed in accordance  
19 with the provisions of the Article herein entitled "Damage or Destruction to the Association  
20 Property and/or Maintenance Areas"; and (b) in the event of any other loss, the proceeds shall  
21 be disbursed as the Board shall deem appropriate subject to the limitations set forth in the Article  
22 herein entitled "Mortgagee Protection."

23 Section 11. Compliance With Requirements of FHA, FHLMC, FNMA,  
24 GNMA and/or VA. Notwithstanding the provisions of this Article, the Association shall obtain  
25 and maintain in effect such policies of insurance meeting all requirements of FHA, FHLMC,  
26 FNMA, GNMA and VA established by those entities for condominium projects for so long as  
27 any of such agencies continue to hold, insure or guarantee a first Mortgage on a Condominium  
28 in the Development or is an Owner of a Condominium in the Development, except to the extent  
29 such coverage is not available or has been waived, in writing, by such agencies.

## 30 **ARTICLE XVII**

### 31 **MORTGAGEE PROTECTION**

32 Section 1. Mortgagee Protection Provisions. Notwithstanding any other

1 provisions in this Declaration to the contrary, in order to induce FHA, FNMA, FHLMC, GNMA  
2 and VA and other lenders and investors, to participate in the financing of the sale of  
3 Condominiums in the Development, the following provisions contained within this Article are  
4 added hereto, and to the extent these added provisions conflict with any other provisions in this  
5 Declaration, these added provisions shall control.

6 (a) The right of an Owner, including every first Mortgagee, to foreclose  
7 or take title to a Condominium pursuant to the remedies provided in the Mortgage,  
8 accept a deed or assignment in lieu of foreclosure in the event of default by a  
9 Mortgagor, or sell or lease a Condominium acquired by the Mortgagee, shall be  
10 exempt from any right of first refusal created or purported to be created by the  
11 Covenants.

12 (b) The lien of the Assessments provided for herein shall be  
13 subordinate to the lien of any first Mortgage now or hereafter recorded upon any  
14 Condominium. The sale or transfer of any Condominium shall not affect the  
15 Assessment lien; however, the sale or transfer of any Condominium pursuant to  
16 judicial or nonjudicial foreclosure of a first Mortgage or pursuant to any remedies  
17 provided for in the Mortgage shall extinguish the lien of such Assessments as to  
18 payments which became due prior thereto. No sale or transfer shall relieve such  
19 Condominium from liability for Assessments due thereafter. Any first Mortgagee who  
20 obtains title to a Condominium pursuant to the remedies provided in the Mortgage,  
21 or foreclosure of the Mortgage, or any purchaser at a foreclosure sale of a first  
22 Mortgage will not be liable for any unpaid Assessments or charges which occurred  
23 prior to the acquisition of title to such Condominium by the Mortgagee (except for  
24 claims for a share of such Assessments or charges resulting from a reallocation of  
25 such Assessments or charges to all Condominiums, including the mortgaged  
26 Condominium);

27 (c) Except as provided by statute in case of condemnation or  
28 substantial loss to the Condominium Units and/or Association Property, unless the  
29 Owners (other than Declarant) of at least sixty-seven percent (67%) of the Total Unit  
30 Area of all Condominiums in the Development, and at least sixty-seven percent  
31 (67%) of all Eligible Mortgage Holders (based upon the total of the Pro Rata Unit  
32 Areas corresponding to such Eligible Mortgage Holders) have given their prior

1 written approval, neither the Association nor the Owners shall be entitled to:

2 (1) By act or omission, seek to abandon or terminate the  
3 Development;

4 (2) Record or file any amendment which would change the pro rata  
5 interest or obligations of any Condominium for purposes of: (i) allocating  
6 distributions of hazard insurance proceeds or condemnation awards, or (ii)  
7 determining the pro rata share of ownership of each Condominium Unit in the  
8 Common Area;

9 (3) Partition or subdivide any Condominium, except as provided in  
10 the Article herein entitled "Covenant Against Partition"; provided, however, that no  
11 Condominium may be partitioned or subdivided without the prior written approval of  
12 the first Mortgagee for such Condominium;

13 (4) By act or omission seek to abandon, partition, subdivide,  
14 encumber, sell or transfer any or all of the Association Property. The conveyance of  
15 title to and/or easements over portions of the Association Property in accordance with  
16 the provisions of Section 2 of the Article herein entitled "Reservation of Easements  
17 and Other Property Rights" for the purposes set forth therein, for public utilities or  
18 for other public purposes consistent with the intended uses of the Association  
19 Property shall not be deemed a transfer within the meaning of this clause;

20 (5) Use hazard insurance proceeds for losses to the Development  
21 for other than repair, replacement or reconstruction of the applicable Improvements;

22 (6) Implement any decision of the Association to terminate  
23 professional management and assume self-management of the Development, if  
24 professional management was previously required by a holder, insurer or guarantor  
25 of any first Mortgage;

26 (7) By act or omission, change, waive or abandon any provisions  
27 of this Declaration, or enforcement thereof, pertaining to architectural design of the  
28 Condominiums or the maintenance and operation of the Association Property within  
29 the Development including, without limitation, the Condominium Buildings, the  
30 Private Parking Garage, the private water and sewer facilities, private storm drain  
31 systems, sidewalks and landscaping within the Development; and

1 (8) Fail to maintain fire insurance and extended coverage on the  
2 insurable Association Property on a current replacement cost basis in an amount not  
3 less than one hundred percent (100%) of the insurable value thereof.

4 (d) All taxes, assessments and charges which may become liens prior  
5 to the first Mortgage under local law shall relate only to individual Condominiums,  
6 and not to the Development as a whole;

7 (e) No provision of the Association Documents shall be interpreted  
8 to give the Owner of a Condominium, or any other party, priority over any rights of  
9 the first Mortgagee of the Condominium pursuant to its Mortgage in the case of a  
10 distribution to such Owner of insurance proceeds or condemnation awards for losses  
11 to or a taking of the Condominium Units and/or the Association Property;

12 (f) The Assessments provided for in this Declaration shall include an  
13 adequate reserve fund for maintenance, repairs and replacement of those elements of  
14 the Association Property and Maintenance Areas that must be replaced on a periodic  
15 basis, and shall be payable in regular installments, rather than by Special  
16 Assessments;

17 (g) Each Eligible Mortgage Holder shall be entitled to timely written  
18 notice of:

19 (1) Any proposed amendment to the Association Documents or to  
20 the condominium plan which would effect a change in (i) the boundaries of any  
21 Condominium Unit or the Exclusive Use Areas appurtenant thereto; (ii) the  
22 ownership interests in the Common Area and/or the ownership or right to use any  
23 Exclusive Use Area; (iii) the voting rights of any Condominium Unit; or (iv) the  
24 purposes to which any Condominium Unit or the Association Property are restricted;

25 (2) Any proposed abandonment or termination of the  
26 Development;

27 (3) Any condemnation proceeding and any loss resulting from such  
28 proceeding which affects either a material portion of the Development (i.e., such loss  
29 exceeds Ten Thousand Dollars [\$10,000.00]) or any Condominium on which there is  
30 a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder;

31 (4) Any casualty loss which affects either a material portion of the

1 Development (i.e., such loss exceeds Ten Thousand Dollars [\$10,000.00]) or any  
2 Condominium on which there is a first Mortgage held, insured or guaranteed by such  
3 Eligible Mortgage Holder;

4 (5) Any delinquency in the payment of assessments or charges  
5 owed by an Owner of a Condominium subject to a first Mortgage held, insured or  
6 guaranteed by such Eligible Mortgage Holder, where such delinquency has continued  
7 for a period of sixty (60) days;

8 (6) Any default by an Owner of a Condominium subject to a first  
9 Mortgage held, insured or guaranteed by such Eligible Mortgage Holder in the  
10 performance of any obligation under the Association Documents which is not cured  
11 within sixty (60) days after the Association learns of such default, which notice shall  
12 state the length of time such Owner has been in default;

13 (7) Any lapse, cancellation or material modification of any  
14 insurance policy or fidelity bond maintained by the Association; and

15 (8) Any proposed action that requires the consent of a specified  
16 percentage of Eligible Mortgage Holders.

17 (h) No agreement for professional management of the Development  
18 nor any employment agreement may exceed one (1) year, renewable by agreement of  
19 the parties for successive one (1) year periods. Additionally, any such agreement must  
20 provide for termination by either party without cause and without payment of a  
21 termination fee on ninety (90) days' or less prior written notice.

22 (i) Each Eligible Mortgage Holder shall be entitled to:

23 (1) Examine current copies of the Association Documents and the  
24 Association's books, records and financial statements during normal business hours;

25 (2) Obtain from the Association a copy of the review of the  
26 Association's financial statement for the previous fiscal year (without expense to the  
27 Eligible Mortgage Holder). As set forth in the Article herein entitled "Powers and  
28 Duties of the Association," if the review of the Association's financial statement was  
29 not prepared by an independent licensee of the California Board of Accountancy, said  
30 review shall be accompanied by a certificate from an authorized officer of the  
31 Association that the review was prepared without audit from the books and records



1 of the Association. Upon written request from an Eligible Mortgage Holder, the  
2 Board shall cause an audited financial statement for the immediately preceding fiscal  
3 year to be prepared and delivered to such Eligible Mortgage Holder within a  
4 reasonable time; and

5 (3) Receive written notice of all meetings of the Association and be  
6 permitted to designate a representative to attend and speak at all such meetings.

7 (j) Each Owner shall notify the Association, in writing, within ten  
8 (10) days after the Close of Escrow for the purchase of his Condominium of the name  
9 and address of his first Mortgagee, and thereafter, each Owner shall promptly notify  
10 the Association of any changes of name or address for his first Mortgagee;

11 (k) Each Owner hereby authorizes a first Mortgagee of a  
12 Condominium to furnish information to the Board concerning the status of any such  
13 first Mortgagee;

14 (l) In the event any portion of the Association Property encroaches  
15 upon any Condominium Unit or any Condominium Unit encroaches upon the  
16 Association Property as a result of the construction, reconstruction, repair, shifting,  
17 settlement or movement of any portion of the Development, a valid easement for the  
18 encroachment and for the maintenance of the same shall exist so long as the  
19 encroachment exists; and

20 (m) First Mortgagees of Condominium Units may, jointly or  
21 singularly, pay taxes or other charges which are in default and which may have  
22 become a lien on the Association Property, and may pay overdue premiums on hazard  
23 insurance policies or secure new hazard insurance coverage upon the lapse of a policy  
24 for the Association Property, and first Mortgagees paying such payments shall be  
25 owed immediate reimbursement therefore from the Association. Upon demand by  
26 any first Mortgagee, the Board shall execute, on behalf of the Association, an  
27 agreement establishing the right of all first Mortgagees to such reimbursement.

28 Section 2. Violation of Mortgagee Protection Provisions. No breach of any of  
29 the foregoing covenants shall cause any forfeiture of title or reversion, or bestow any right of  
30 re-entry whatsoever, but in the event that any one (1) or more of these covenants shall be  
31 violated, the Declarant, its successors and assigns, or the Association, or any Owner of a  
32 Condominium in the Development, may commence a legal action in any court of competent

1 jurisdiction to enjoin or abate said violation and/or to recover damages; provided, however, that  
2 any such violation shall not defeat or render invalid the lien of any Mortgage made in good faith  
3 and for value as to said Condominium. Said covenants shall be binding upon and effective  
4 against any Owner of said Condominium, or a portion thereof, whose title thereto is acquired  
5 by foreclosure, a trustee sale or otherwise.

6 Section 3. Effect of Amendments. Except as may otherwise be provided  
7 herein, no amendment of this Declaration or the Articles or the Bylaws of the Association shall  
8 affect the rights of any Mortgagee whose lien was created prior to recordation of such  
9 amendment.

10 Section 4. Amendments to Conform With Mortgagee Requirements. It is the  
11 intent of the Association that this Declaration and the Articles and Bylaws of the Association,  
12 and the Development in general, meet all requirements necessary for FHA, FNMA, FHLMC,  
13 GNMA and/or VA to insure, guarantee and/or purchase any first Mortgage on a Condominium  
14 in the Development.

## 15 **ARTICLE XVIII**

### 16 **ENFORCEMENT OF BONDED OBLIGATIONS**

17 Section 1. Enforcement of Bonded Obligations. In the event that any  
18 Improvements to the Association Property have not been completed prior to the issuance of a  
19 Final Subdivision Public Report by the DRE, and the Association is the obligee under a bond or  
20 other arrangement (hereinafter referred to as the "Bond") to secure a performance of the  
21 commitment of Declarant to complete such Improvements, the following provisions shall apply:

22 (a) The Board shall consider and vote on the question of action by  
23 the Association to enforce the obligations under the Bond with respect to any  
24 Improvements for which a Notice of Completion has not been filed within sixty (60)  
25 days after the completion date specified for such Improvements in the planned  
26 construction statement appended to the Bond. If the Association has given an  
27 extension in writing for the completion of any Association Property Improvement,  
28 the Board shall consider and vote on the aforesaid question if a Notice of Completion  
29 has not been filed within thirty (30) days after the expiration of such extension.

30 (b) In the event that the Board determines not to initiate action to  
31 enforce the obligations under the Bond, or in the event the Board fails to consider and

1 vote on such question as provided above, the Board shall call a special meeting of the  
2 Members for the purpose of voting to override such decision or such failure to act by  
3 the Board. Such meeting shall be called according to the provisions of the Bylaws  
4 dealing with meetings of the Members, but in any event, such meeting shall be held  
5 not less than thirty-five (35) days nor more than forty-five (45) days after receipt by  
6 the Board of a petition for such meeting signed by Members representing five percent  
7 (5%) of the total voting power of the Association.

8 (c) The only Members entitled to vote at such meeting of Members  
9 shall be the Owners. A vote at such meeting of a majority of the voting power of such  
10 Members to take action to enforce the obligations under the Bond shall be deemed to  
11 be the decision of the Association, and the Board shall thereafter implement such  
12 decision by initiating and pursuing appropriate action in the name of the Association.

## 13 ARTICLE XIX

### 14 WARRANTIES, DISCLAIMER OF WARRANTIES, RIGHT TO REPAIR

### 15 ACKNOWLEDGMENTS AND PROCEDURES, AND ALTERNATIVE DISPUTE

#### 16 RESOLUTION PROCEDURES

##### 17 Section 1. Warranties.

18 (a) Limited Home Warranty. If Declarant provided a 2-10 Home  
19 Buyers Warranty (the "Home Warranty") to the original purchaser from Declarant of  
20 a Residential Condominium Unit or a Live/Work Condominium Unit in the  
21 Development (each hereinafter referred to as a "Covered Condominium"), a copy of  
22 the form of the Home Warranty for the particular Covered Condominium will be  
23 available from Home Buyers Warranty Corporation, Attn: Warranty Administration  
24 Office, 10375 East Harvard Avenue, Denver, CO 80231. Every original purchaser  
25 and every successive Owner of such Covered Condominium shall be bound by and a  
26 beneficiary of the Home Warranty during the "Warranty Term" as defined in the  
27 Home Warranty (and as generally summarized below). Those certain disputes  
28 referenced in Section 1 (g) below between any of the "Declarant Parties" (as defined  
29 below) and the Association, or between any of the Declarant Parties and an original  
30 purchaser (and/or any successive Owner) of a Covered Condominium, shall be  
31 resolved as provided in Section 1(g) below. Nothing in the Home Warranty or any  
32 other document provided by Declarant in conjunction with the original sale of a

1 Covered Condominium in the Development diminishes any rights or obligations the  
2 original purchaser (or any successive Owner) or the Declarant may have under  
3 California Civil Code Sections 895 through 945.5 (the "Right to Repair Law").

4 (b) Warranty Term under the Home Warranty. The Warranty Term of  
5 the Home Warranty for a particular Covered Condominium is set forth in the  
6 Certificate of Warranty Coverage included with such Home Warranty. Any  
7 subsequent resale of a Covered Condominium will not extend the Warranty Term.

8 (c) Coverage Limits for a Covered Condominium. The coverage  
9 limits under a Home Warranty for a Covered Condominium are set forth in the  
10 Certificate of Warranty Coverage included with such Home Warranty.

11 (d) Association Property Limited Warranty. If Declarant provided the  
12 Association with an Association Property Limited Warranty applicable to some or all  
13 of the Association Property transferred by the Declarant to the Association (the  
14 "Association Property Warranty"), a copy of the form of the Association Property  
15 Warranty for the respective Association Property will be available from Home Buyers  
16 Warranty Corporation, Attn: Warranty Administration Office, 10375 East Harvard  
17 Avenue, Denver, CO 80231. The provisions of the Association Property Warranty  
18 shall apply during the Warranty Term (as defined in the Association Property  
19 Warranty) to the respective Association Property which has been transferred to the  
20 Association and is subject to the Association Property Warranty. Nothing in the  
21 Association Property Warranty or any other document provided by Declarant in  
22 conjunction with the original transfer of any Association Property to the Association  
23 diminishes any rights or obligations the Association (or any successive transferee),  
24 or the Declarant, may have under the Right to Repair Law.

25 (e) Warranty Term under the Association Property Warranty. The  
26 Warranty Term for the Association Property under the Association Property Warranty  
27 is set forth in the Certificate of Warranty Coverage, which is included with the  
28 Association Property Warranty.

29 (f) Coverage Limits for Association Property. The coverage limits  
30 under an Association Property Warranty for covered Association Property are set  
31 forth in the Certificate of Warranty Coverage included with such Association Property  
32 Warranty.

1 (g) Resolution of Disputes Between Declarant Parties and an  
2 Original Purchaser Subject to a Home Warranty or Between Declarant Parties and the  
3 Association Subject to an Association Property Warranty. Notwithstanding any other  
4 dispute resolution provisions set forth in this Declaration, all disputes arising during  
5 the Warranty Term between any of the Declarant Parties (as defined below) and the  
6 original purchaser of a Covered Condominium in the Development (or any successive  
7 Owner) that is subject to a Home Warranty shall be resolved by binding arbitration  
8 as provided in the Home Warranty. The binding arbitration provisions provided in the  
9 Home Warranty are governed by the Federal Arbitration Act (9 U.S.C. Sections 1  
10 through 16, inclusive), and shall be subject to the limitations on statutory and  
11 common law rights and remedies set forth in such Home Warranty. Should the  
12 binding arbitration provisions be ruled invalid, unenforceable or otherwise not  
13 applicable to a dispute between any of the Declarant Parties and the original purchaser  
14 (or any successive Owner), the dispute shall be resolved in accordance with the  
15 alternative dispute resolution provisions set forth in Section 3 below. Similarly, all  
16 disputes during the Warranty Term between any of the Declarant Parties and the  
17 Association regarding any Association Property that is subject to an Association  
18 Property Warranty shall be resolved by binding arbitration as provided in the  
19 Association Property Warranty. The binding arbitration provisions provided in the  
20 Association Property Warranty are governed by the Federal Arbitration Act (9 U.S.C.  
21 Sections I through 16, inclusive), and shall be subject to the limitations on statutory  
22 and common law rights and remedies set forth in such Association Property Warranty.  
23 Should the binding arbitration provisions be ruled invalid, unenforceable or otherwise  
24 not applicable to a dispute between any of the Declarant Parties and the Association,  
25 the dispute shall be resolved in accordance with the alternative dispute resolution  
26 procedures set forth in Section 3 below.

27 For purposes of this Article "Declarant Parties" shall mean and refer to the  
28 Declarant under this Declaration and to the Declarant's partners, directors, officers,  
29 employees, contractors, subcontractors, consultants, agents and representatives.

30 (h) DISCLAIMER AND WAIVER OF WARRANTIES AND  
31 OTHER RIGHTS. ANY HOME WARRANTY ISSUED BY DECLARANT TO THE  
32 ORIGINAL PURCHASER OF A COVERED CONDOMINIUM IN THE

1 DEVELOPMENT IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, MADE  
2 BY DECLARANT WITH REGARD TO A COVERED CONDOMINIUM.  
3 DECLARANT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR  
4 REPRESENTATIONS REGARDING EITHER LATENT OR PATENT DEFECTS  
5 IN A COVERED CONDOMINIUM OR THE DEVELOPMENT, OR ANY  
6 COMPONENTS THEREOF, OR FIXTURES OR PERSONAL PROPERTY  
7 INSTALLED THEREIN, OR AS TO THE MERCHANTABILITY, FITNESS, OR  
8 QUALITY THEREOF, AND TO THE FULLEST EXTENT ALLOWED BY LAW,  
9 EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED  
10 WARRANTIES AND REPRESENTATIONS. SIMILARLY, ANY ASSOCIATION  
11 PROPERTY WARRANTY ISSUED BY DECLARANT TO THE ASSOCIATION  
12 REGARDING SPECIFIED ASSOCIATION PROPERTY IS THE ONLY  
13 WARRANTY, EXPRESS OR IMPLIED, MADE BY DECLARANT WITH  
14 REGARD TO SUCH SPECIFIED ASSOCIATION PROPERTY. EXCEPT FOR  
15 ANY ASSOCIATION PROPERTY WARRANTY ISSUED BY DECLARANT,  
16 DECLARANT MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR  
17 REPRESENTATIONS REGARDING EITHER LATENT OR PATENT DEFECTS  
18 IN ANY ASSOCIATION PROPERTY OR THE DEVELOPMENT, OR ANY  
19 COMPONENTS THEREOF, OR FIXTURES OF PERSONAL PROPERTY  
20 INSTALLED THEREIN, OR AS TO THE MERCHANTABILITY, FITNESS, OR  
21 QUALITY THEREOF, AND TO THE FULLEST EXTENT ALLOWED BY LAW,  
22 EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED  
23 WARRANTIES AND REPRESENTATIONS.

24  
25 Section 2. Right to Repair Acknowledgments and Non-Adversarial Pre-  
26 Litigation Procedures.

27 (a) Owner's Acknowledgment of Right to Repair Procedures.

28 Declarant hereby notifies each Owner of a Covered Condominium in the  
29 Development of the existence of the non-adversarial pre-litigation procedures set  
30 forth in California Civil Code Sections 910 through 938 (the "Right to Repair  
31 Procedures"), and further notifies each Owner that such procedures impact the legal  
32 rights of each Owner. Each Owner acknowledges that Declarant has notified such

1 Owner of the name and address of the agent for notice of claims pursuant to Section  
2 912(e) of the California Civil Code. Each Owner also acknowledges that Declarant  
3 has notified such Owner pursuant to California Civil Code Section 914(a) that  
4 Declarant intends to engage in the Right to Repair Procedures with respect to any  
5 formal claim initiated by an Owner under such Procedures. Notwithstanding the  
6 foregoing, each Owner understands and agrees that pursuant to Section 915 of the  
7 Civil Code, Declarant's rights include the right not to go through the Right to Repair  
8 Procedures at any time. Each Owner covenants and agrees to comply with the  
9 provisions of the Right to Repair Procedures.

10 (b) Association's Acknowledgment of Right to Repair Procedures.

11 Declarant hereby notifies the Association of the existence of the non-adversarial pre-  
12 litigation procedures set forth in the Right to Repair Procedures, and further notifies  
13 the Association that such procedures impact the legal rights of the Association. The  
14 Association acknowledges that Declarant has notified it of the name and address of  
15 the agent for notice of claims pursuant to Section 912(e) of the California Civil Code.  
16 The Association also acknowledges that Declarant has notified it pursuant to  
17 California Civil Code Section 914(a) that Declarant intends to engage in the Right to  
18 Repair Procedures with respect to any formal claim initiated by the Association under  
19 such Procedures. Notwithstanding the forgoing, the Association understands and  
20 agrees that pursuant to Section 915 of the Civil Code, Declarant's rights include the  
21 right not to go through the Right to Repair Procedures at any time.

22 (c) Application of Right to Repair Law. If a claim has been made by

23 an Owner or the Association in compliance with California Civil Code Section 910  
24 (a "Right to Repair Claim"), the dispute resolution procedures set forth in Section  
25 1(g) above and Section 3 below, shall apply after application of the Right to Repair  
26 Procedures.

27 The Association acknowledges that in the event of a dispute between the  
28 Association and Declarant regarding a claim for defects in the design and/or  
29 construction of any Improvements in the Development, the Association shall, prior to  
30 commencing any arbitration, judicial reference or other adversarial dispute resolution  
31 procedure, comply with the provisions of California Civil Code Section 6000 and,  
32 with respect to Right to Repair Law Claims, the Right to Repair Procedures; provided

1           however, in no event shall the Association or the Declarant be required to duplicate  
2           any obligations or requirements under said laws. If the parties to such dispute are  
3           unable to resolve such dispute in accordance with such pre- litigation procedures, the  
4           dispute shall be resolved in accordance with the provisions of Section 1(g) above and  
5           Section 3 below. In all cases, each party shall be solely responsible for its own  
6           attorneys' fees.

7                         Nothing herein diminishes the rights and obligations of Owner, the  
8           Association, and/or Declarant under the Right to Repair Procedures with respect to  
9           any Right to Repair Claim.

10                        (d)     Delivery of Documents. Each original Owner of a Covered  
11           Condominium in the Development acknowledges that Declarant has instructed such  
12           Owner to provide any documents provided to such Owner in conjunction with the  
13           original purchase of such Covered Condominium to any subsequent purchaser, and  
14           each Owner hereby covenants to provide all of such documents to any subsequent  
15           purchaser of such Owner's Covered Condominium. Similarly, the Association  
16           acknowledges that Declarant has instructed the Association to provide any documents  
17           provided to the Association in conjunction with the original transfer of any  
18           Association Property to any subsequent transferee, and the Association hereby  
19           covenants to provide all of such documents to any subsequent transferee of the  
20           Association Property.

21                        (e)     Maintenance and Preventative Maintenance Schedules and  
22           Obligations. Each Owner, as to his respective Covered Condominium, and the  
23           Association, as to the Association Property, acknowledges that Declarant has  
24           provided such Owner and the Association with the respective maintenance and  
25           preventative maintenance schedules and obligations pertaining to such Owner's  
26           Covered Condominium or to the Association Property. Notwithstanding the  
27           foregoing, Declarant reserves the right, by written notice to each Owner and/or to the  
28           Association, to supplement and/or amend such maintenance and preventative  
29           maintenance schedules and obligations from time to time. Each Owner and the  
30           Association also acknowledge that by law, each Owner and the Association are  
31           obligated to follow all reasonable maintenance and preventative maintenance  
32           schedules and obligations communicated in writing by Declarant, as well as all



1 commonly accepted maintenance practices. Each Owner and the Association  
2 covenant to faithfully follow all maintenance and preventative maintenance  
3 schedules and obligations applicable to their respective Covered Condominium and  
4 Association Property, as the case may be (and each Owner shall require and cause  
5 any tenant or lessee of such Owner's Covered Condominium to follow all such  
6 schedules and obligations).

7 (f) Manufactured Products Maintenance and Limited Warranty  
8 Information. Each Owner, as to his respective Covered Condominium, and the  
9 Association, as to the Association Property, acknowledge that Declarant has  
10 respectively provided such Owner and the Association with the manufactured product  
11 maintenance, preventative maintenance and limited warranty information pertaining  
12 to any manufactured products included with such Owner's Covered Condominium or  
13 the Association Property. Notwithstanding the foregoing, Declarant reserves the  
14 right, by written notice to each Owner and/or to the Association, to supplement and/or  
15 amend such manufactured product maintenance, preventative maintenance and  
16 limited warranty information from time to time. Each Owner and the Association also  
17 acknowledge that by law, such Owner and the Association is obligated to follow all  
18 reasonable maintenance and preventative maintenance schedules and obligations  
19 communicated in writing from Declarant, as well as commonly accepted maintenance  
20 practices. Each Owner and the Association covenant to faithfully follow all such  
21 maintenance and preventative maintenance schedules and obligations contained in all  
22 such manufactured product maintenance, preventative maintenance and limited  
23 warranty information (and each Owner shall require and cause any tenant or lessee  
24 of such Owner's Covered Condominium to follow all such schedules and obligations).

25 (g) Indemnification. Each Owner of a Covered Condominium in the  
26 Development and the Association covenant to indemnify, defend and hold Declarant  
27 harmless from any loss, costs or damages arising from such Owner's or the  
28 Association's failure or refusal to perform its respective obligations under this  
29 Section.

30 (h) Termination of the Right to Repair Procedures. The Right to  
31 Repair Procedures set forth in this Section 2 shall terminate and be of no further force  
32 or effect upon the first to occur of any of the following: (a) the repeal or judicial

1           invalidation of the Right to Repair Law, or applicable portions thereof; (b) the  
2           expiration of all applicable statutes of limitations for the filing of any form of legal  
3           proceedings against Declarant in any way relating to or arising out of the  
4           development, construction, sale and/or transfer of any of the Covered Condominiums  
5           and/or Association Property in the Development; or (c) the fifteenth (15th)  
6           anniversary of the date of the recordation of the Grant Deed conveying a specific  
7           Covered Condominium to the original purchaser, or the fifteenth (15th) anniversary  
8           of the date of the recordation of the Grant Deed conveying the respective Association  
9           Property to the Association, as the case may be, in the Official Records of Orange  
10          County, California.

11           Section 3. Alternative Dispute Resolution Procedures. All disputes between  
12          or among (i) the Association, (ii) any Owner(s), and/or (iii) the Declarant Parties which arise  
13          out of, or relate to, this Declaration or to the Development (including, but without limitation,  
14          [1] the interpretation and/or enforcement of the Association Documents; [2] claims pursuant to  
15          a Home Warranty; [3] claims pursuant to an Association Property Warranty; [4] damage to or  
16          defects in the design and/or construction of any Condominium (including, without limitation,  
17          any Commercial Condominium Unit) and/or the Association Property and not subject to a  
18          Warranty; and [5] damage to a Condominium which arises out of, or is integrally related to, any  
19          damage to or defect in the Association Property and not subject to a Warranty) (collectively the  
20          "Subject Disputes"), shall be resolved in accordance with this Section 3. Each Owner of a  
21          Condominium in the Development, the Association and Declarant, for and on behalf of itself  
22          and all of the Declarant Parties, acknowledge and agree that the implementation of dispute  
23          resolution procedures pursuant to this Declaration is in accordance with the philosophy and  
24          intent of the Federal Arbitration Act (9 U.S.C. Sections 1 through 16, inclusive) which is  
25          designed to encourage the use of alternative methods of dispute resolution in order to avoid  
26          costly and potentially lengthy traditional court proceedings. Parties interpreting this Section  
27          shall follow the federal court rulings which provide, without limitation, that the Federal  
28          Arbitration Act (i) is a congressional declaration of a liberal federal policy favoring arbitration  
29          agreements, notwithstanding substantive or procedural state policies to the contrary; (ii) requires  
30          that federal and state courts rigorously enforce agreements to arbitrate; (iii) requires the scope  
31          of this alternative dispute resolution agreement be interpreted broadly in favor of arbitration;  
32          and (iv) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration.

1 Specifically, this Section is to be interpreted in accordance with Allied-Bruce Terminix  
2 Companies, Inc. v. Dobson, 115 S. Ct. 834 (1995), and other federal court rulings. References  
3 herein to California Code Sections are not intended to be, and shall not be interpreted to be, a  
4 waiver of rights created under the Federal Arbitration Act.

5 (a) Association's Authorization to Initiate Proceedings. The Board,  
6 for and on behalf of the Association, is authorized and empowered to initiate, defend,  
7 participate in, pay costs and expenses incurred in connection with, and settle any  
8 mediation, arbitration, administrative and/or judicial proceedings regarding any of  
9 the Subject Disputes or any other disputes. Any recovery by the Association or any  
10 Owner for any damage to, or defect in, Association Property shall be utilized solely  
11 for the purpose of correcting such damage or defect. The Board shall have the  
12 authority to perform any act reasonably necessary to resolve any dispute through  
13 alternative dispute resolution ("ADR") proceedings. Without limiting the generality  
14 of the foregoing, the Board and each Owner covenant and agree to comply with the  
15 mandatory ADR requirements set forth in Section 5925 et seq. of the California Civil  
16 Code, as same may be amended from time to time.

17 (b) California Civil Code Section 5925. The parties to any and all  
18 disputes that are subject to California Civil Code Section 5925 et seq. shall comply  
19 with the pre-litigation requirements of those Sections prior to initiating judicial  
20 reference proceedings pursuant to this Section or any other adversarial dispute  
21 resolution procedure.

22 (c) Small Claims Disputes. Except as otherwise provided in this  
23 Declaration, if an entire dispute between or among the Association, any Owner(s),  
24 and/or any of the Declarant Parties is less than Seven Thousand Five Hundred Dollars  
25 (\$7,500.00) (or such other amount as may be established by law as the jurisdictional  
26 limit for a small claims action), the parties to such dispute may elect to have such  
27 dispute resolved in a small claims court in accordance with The Small Claims Act  
28 (California Code of Civil Procedure Section 116.110, et seq.).

29 (d) Arbitration of Disputes Subject to a Home Warranty or  
30 Association Property Warranty. To the extent that a Home Warranty has been issued  
31 by Declarant for a specific Covered Condominium and/or an Association Property  
32 Warranty has been issued by Declarant for a specific portion of the Association

1 Property and the Warranty Term under such Warranty is still in effect, all Subject  
2 Disputes regarding such Covered Condominium and/or Association Property shall be  
3 resolved in accordance with the provisions of such Warranty, as provided in Section  
4 1(g) above. In the event that the Warranty Term for a specific Home Warranty or  
5 Association Property Warranty has expired or the binding arbitration procedures  
6 required by such Warranty are ruled to be invalid, unenforceable or otherwise not  
7 applicable, the Subject Dispute shall be resolved pursuant to the judicial reference  
8 procedures set forth in Section 3(g) below.

9 (e) Special Meeting of the Association for Disputes Regarding  
10 Construction Defects. In the event the Board decides to commence binding arbitration  
11 proceedings under an applicable Warranty as provided in this Article or decides to  
12 commence any other legal proceedings against any of the Declarant Parties relating  
13 to an alleged defect in the design and/or construction of any Condominium and/or the  
14 Association Property, the Secretary shall call a special meeting of the Association. In  
15 addition to the information required by Civil Code Section 6000 to be specified in the  
16 notice of such meeting, the notice shall also specify the following: (i) the estimated  
17 costs to repair the defects; (ii) how the necessary repairs will be funded; (iii) the name  
18 of the attorney whom the Association is contemplating retaining and an estimate of  
19 the attorneys' fees, consultants' fees and any other costs to be incurred to prosecute  
20 such proceedings; (iv) how such fees and costs will be funded; (v) each Member's  
21 duty to disclose to prospective purchasers the alleged defects; and (vi) the potential  
22 impact the proceedings may have on the marketability and availability of financing  
23 for Condominiums in the Development. Such notice shall be sent to all Members of  
24 the Association. The decision of the Board to commence binding arbitration  
25 proceedings under an applicable Warranty as provided in this Article or to commence  
26 any other legal proceedings against any of the Declarant Parties relating to an alleged  
27 defect in the design and/or construction of any Improvements in the Development  
28 must be approved by not less than fifty-one percent (51%) of the voting power of the  
29 Association residing in Members other than the Declarant.

30 (f) Unresolved and Other Disputes. All disputes between or among  
31 any Owner(s), the Association and/or the Declarant Parties in the following categories  
32 shall be resolved in accordance with the judicial reference provisions of Section 3(g)

1 below: (i) disputes regarding any Condominium and/or any Association Property not  
2 subject to a Home Warranty or an Association Property Warranty; (ii) disputes  
3 regarding a Covered Condominium or any Association Property where the Warranty  
4 Term has expired; (iii) disputes subject to a Home Warranty or an Association  
5 Property Warranty where the binding arbitration procedure has been ruled to be  
6 invalid, unenforceable or otherwise not applicable; (iv) disputes under California  
7 Civil Code Section 5925, which are not otherwise subject to California Civil Code  
8 6000 or the Right to Repair Law; and/or (v) any other of the Subject Disputes which  
9 is not required to be first submitted to binding arbitration pursuant to a Home  
10 Warranty or an Association Property Warranty as set forth in Section 1(g) and Section  
11 3(d) above. Disputes with the Declarant regarding the release of completion bonds  
12 for the Association Property shall proceed directly to civil litigation.

13 (g) Judicial Reference. All disputes specified in the categories listed  
14 in Section 3(f) above, and all other unresolved disputes under this Article, shall be  
15 submitted to general judicial reference pursuant to California Code of Civil Procedure  
16 Sections 638 and 641 through 645, inclusive, or any successor statutes thereto. The  
17 parties shall use the judicial reference procedures adopted by the selected referee,  
18 provided that the following rules and procedures shall apply in all cases unless the  
19 parties agree otherwise:

20 (1) Within ten (10) days of receipt by any party of a written request  
21 to resolve any such dispute described in Section 3(f) above, the parties shall agree  
22 upon a single Referee. If the parties are unable to agree upon a Referee within such  
23 ten (10) day period, then any party may thereafter seek to have a Referee appointed  
24 under the California Code of Civil Procedure Sections 638 and 640. If the Referee is  
25 appointed by the Court, the Referee shall be a neutral and impartial retired judge with  
26 substantial experience in relevant matters from the Judicial Arbitration and Mediation  
27 Service ("JAMS"), the American Arbitration Association ("AAA") or similar  
28 mediation/arbitration entity. The proposed Referee may be challenged for any of the  
29 grounds listed in Section 641 of the California Code of Civil Procedure.

30 (2) The judicial reference proceeding shall proceed without a jury,  
31 and the parties acknowledge and agree that they are waiving any and all rights to a  
32 jury trial.

1                   (3) The parties shall be entitled to conduct all discovery as  
2 provided in the California Code of Civil Procedure, and the Referee shall oversee  
3 discovery and may enforce all discovery orders in the same manner as any trial court  
4 judge, with rights to regulate discovery and to issue and/or enforce subpoenas,  
5 protective orders or other limitations on discovery available under California law.

6                   (4) The judicial reference proceeding shall be conducted in  
7 accordance with California law (including the rules of evidence), and in all regards  
8 the Referee shall follow California Law as applicable at the time of the reference  
9 proceedings. The Referee may issue any remedy or relief, other than punitive  
10 damages, which the courts of the State of California could issue if presented the same  
11 circumstances, and the Referee shall follow and otherwise employ the standards for  
12 issuing such relief as defined by California law. The Referee may require one or more  
13 pre-hearing conferences. A stenographic record of the proceedings shall be made.  
14 The Referee's statement of decision shall contain findings of fact and conclusions of  
15 law to the extent applicable. The Referee shall have the authority to rule on all post-  
16 hearing motions in the same manner as a trial judge. The statement of decision of the  
17 Referee upon all of the issues considered by the Referee shall be binding upon the  
18 parties, and upon filing of the statement of decision with the clerk of any court of the  
19 State of California having jurisdiction thereof, or with the judge where there is no  
20 clerk, judgment may be entered thereon in the same manner as if the action had been  
21 tried by the court. The judgment and decision of the Referee shall be appealable in  
22 the same manner and subject to the same rules as if rendered by the court.

23                   (5) If a dispute involves parties other than those listed above, this  
24 provision shall be interpreted to bring such third-party disputes into the general  
25 reference procedure prescribed herein to the extent permitted by law. All parties shall  
26 cooperate in good faith to ensure that necessary and appropriate parties are included  
27 in the judicial reference proceeding. Declarant shall not be required to participate in  
28 the judicial reference proceeding if all parties against whom Declarant has necessary  
29 or permissive cross-claims or counterclaims, including, without limitation, other  
30 Declarant Parties, will not or cannot be joined in the judicial reference proceeding,  
31 such that Declarant would be forced to litigate in multiple forums or potentially face  
32 inconsistent rulings.

1 (6) The exclusive venue for all judicial reference proceedings shall  
2 be the County in which the Development is located, unless all parties agree to a  
3 different location; and

4 (7) Except where attorneys' fees are awarded as an element of  
5 sanctions or pursuant to a written agreement, the parties shall bear their own  
6 attorneys' fees in any proceedings conducted hereunder. In any dispute involving  
7 Declarant, Declarant shall initially advance all fees and costs necessary to initiate the  
8 judicial reference proceeding. In any dispute not involving the Declarant, the fees and  
9 costs necessary to initiate the judicial reference proceeding shall be advanced equally  
10 by each party to that proceeding. In all cases, the costs and fees (including any  
11 initiation fees and costs) of such judicial reference proceeding shall ultimately be  
12 borne as determined by the Referee in his discretion as the interests of justice dictate.  
13 The Referee may award litigation costs to the prevailing party.

14 Section 4. **WAIVER OF COURT AND JURY TRIAL. AS TO ALL**  
15 **DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION**  
16 **PROVISIONS SET FORTH OR REFERENCED IN THIS ARTICLE, EACH OWNER,**  
17 **THE ASSOCIATION AND DECLARANT WAIVE ANY RIGHTS TO JURY TRIAL,**  
18 **APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES,**  
19 **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN.**

20 Section 5. **WAIVER OF PUNITIVE DAMAGES. AS TO ALL**  
21 **DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION**  
22 **PROVISIONS SET FORTH OR REFERENCED IN THIS ARTICLE, EACH OWNER,**  
23 **THE ASSOCIATION AND DECLARANT WAIVE ANY RIGHTS TO PUNITIVE OR**  
24 **EXEMPLARY DAMAGES.**

25 Section 6. Disputes with the City Under the Parking Easement Agreement.  
26 Notwithstanding any provision of this Article to the contrary, any dispute between the  
27 Association and the City arising under or otherwise relating to the Parking Easement Agreement  
28 shall be resolved in accordance with the Arbitration of Disputes provisions set forth in the  
29 Parking Easement Agreement and not in accordance with the provisions of this Article.

30 Section 7. Severability. If any provision of this Article, including, without  
31 limitation, the dispute resolution provisions, is for any reason held to be invalid, unenforceable  
32 or contrary to any public policy, law, statute and/or ordinance, then the remainder of the

1 provisions shall not be affected thereby and shall remain valid and fully enforceable.

2 Section 8. Amendments. The provisions of this Article may not be amended  
3 without the prior express written consent of Declarant, at Declarant's sole, absolute discretion,  
4 until after the fifteenth (15<sup>th</sup>) anniversary of the close of escrow for the sale of the last  
5 Condominium in the Development pursuant to a transaction requiring the issuance of a Final  
6 Subdivision Public Report by the DRE.

7 **ARTICLE XX**

8 **GENERAL PROVISIONS**

9 Section 1. Rights of Enforcement.

10 (a) Rights of Enforcement. The Association or the Owner of any  
11 Condominium in the Development (including the Declarant for so long as the  
12 Declarant owns any Condominium in the Development or any portion of the  
13 Annexable Property), shall have the right to enforce, by proceedings at law or in  
14 equity, all of the Protective Covenants now or hereafter imposed by this Declaration  
15 and the provisions of the other Association Documents including, without limitation,  
16 the right to prosecute a proceeding at law or in equity against the person or persons  
17 who have violated, or are attempting to violate, any of said Protective Covenants  
18 and/or provisions, to enjoin or prevent them from doing so, to cause said violation to  
19 be remedied and/or to recover damages for said violation.

20 (b) Nuisance. The result of every act or omission whereby any of the  
21 Protective Covenants contained in this Declaration or the provisions of the  
22 Association Documents are violated, in whole or in part, is hereby declared to be and  
23 constitutes a nuisance, and every remedy allowed by law or equity against a nuisance  
24 shall be applicable against every such result and may be exercised by any Owner, by  
25 the Association, or by its successors in interest.

26 (c) Cumulative Remedies. The remedies herein provided for breach  
27 of the Protective Covenants contained in this Declaration or the provisions of the  
28 Association Documents shall be deemed cumulative, and none of such remedies shall  
29 be deemed exclusive.

30 (d) Waiver. The failure of the Association or any Owner to enforce  
31 any of the Protective Covenants contained in this Declaration or the provisions of the  
32 Association Documents shall not constitute a waiver of the right to enforce the same



1 thereafter.

2 (e) Non-Impairment of Mortgages. A breach of the Protective  
3 Covenants contained in this Declaration or of the provisions of the Association  
4 Documents shall not affect or impair the lien or charge of any bona fide Mortgage or  
5 deed of trust made in good faith and for value on any Condominium; provided,  
6 however, that any subsequent Owner of such property shall be bound by said  
7 Protective Covenants and the provisions of the Association Documents, whether or  
8 not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

9 (f) Discipline: Non-Payment of Assessments. The Board, for and on  
10 behalf of the Association, may, after Notice and Hearing, temporarily suspend the  
11 rights and easement of any Member to use and enjoy any recreational amenities on  
12 the Association Property for the period during which any Assessment against said  
13 Owner's Condominium remains unpaid.

14 (g) Discipline: Violation of Association Documents. The Board, for  
15 and on behalf of the Association, may, after Notice and Hearing, assess monetary  
16 penalties against an Owner as a Compliance Assessment and/or temporarily suspend  
17 the rights and easements of any Member to use and enjoy any recreational amenities  
18 on the Association Property for a period not to exceed thirty (30) days for any  
19 violation of the Association Documents by such Owner or by any person to whom  
20 such Owner has delegated his rights of use.

21 (h) Rights of Public Agencies. In addition to the above general rights  
22 of enforcement, the Public Agencies shall have the right, through its agents and  
23 employees, to enter upon any part of the Development for the purpose of enforcing  
24 the California Vehicle Code and its local ordinances, and is hereby granted an  
25 easement over the Development for that purpose.

26 Section 2. Enforcement by Third Party Beneficiaries.

27 (a) Enforcement by the City and/or the Redevelopment Agency. The  
28 City and the Redevelopment Agency are each hereby designated as an intended third  
29 party beneficiary of this Declaration and shall have the right, but not the obligation,  
30 to exercise all rights and remedies and to maintain any actions at law or in equity or  
31 other proper proceedings to enforce those provisions of this Declaration which were  
32 imposed by the City or by the Redevelopment Agency, as the case may be, as a

1 condition of approval for the development of the Development (including, but not  
2 limited to, the enforcement of all maintenance and repair obligations on the part of  
3 the Association and the Owners and other Occupants). If, in its sole discretion, the  
4 City or the Redevelopment Agency shall deem it necessary to take legal action to  
5 enforce such provisions against the Association and/or any Owner or other Occupant,  
6 and shall prevail in such action, the City or the Redevelopment Agency shall be  
7 entitled to recover the full cost of said action, including its reasonable attorneys' fees.  
8 The provisions of this subsection shall run in favor of the City and the Redevelopment  
9 Agency, without regard to whether the City or Redevelopment Agency has been,  
10 remains or is an owner of any portion of the Development or the Annexable Property.

11 (b) Enforcement by the Regional Water Quality Control Board. The  
12 Regional Water Quality Control Board ("RWQCB") is hereby designated as an  
13 intended third party beneficiary for the purpose of monitoring compliance by the  
14 Association and the Owners and other Occupants within the Development with the  
15 Best Management Practices set forth in the Water Quality Management Plans, and for  
16 the purpose of enforcing compliance with such Best Management Practices. The  
17 RWQCB shall have the right, but not the obligation, to monitor compliance by the  
18 Association and the Owners and other Occupants in the Development with the Best  
19 Management Practices, and to enforce compliance therewith. If, in its sole discretion,  
20 the RWQCB shall deem it necessary to take legal action to enforce such compliance  
21 against the Association and/or any Owner or other resident, and shall prevail in such  
22 action, the RWQCB shall be entitled to recover the full cost of said action, including  
23 its reasonable attorneys' fees.

24 Section 3. Severability. Invalidation of any one of these Protective Covenants  
25 by judgment or court order shall in no way affect any other provisions hereof, which shall remain  
26 in full force and effect.

27 Section 4. Term. The Protective Covenants set forth in this Declaration shall  
28 run with and bind the Development, and shall inure to the benefit of the Association and be  
29 enforceable by the Board or the Owner of any land subject to this Declaration, their respective  
30 legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date  
31 this Declaration is recorded, after which time said Protective Covenants shall be automatically  
32 extended for successive periods of ten (10) years, unless an instrument meeting the requirements

1 for an amendment to this Declaration as set forth in Section 7 below, has been signed and  
2 recorded within one (1) year prior to the termination of the initial sixty (60) year term, or within  
3 one (1) year prior to the termination of any successive ten (10) year period.

4 Section 5. Construction. The provisions of this Declaration shall be liberally  
5 construed to effectuate its purpose of creating a uniform plan for the development, maintenance,  
6 care, improvement, use, occupancy, enjoyment and management of the Development. The  
7 Article and Section headings have been inserted for convenience only and shall not be  
8 considered or referred to in resolving questions of interpretation or construction.

9 Section 6. Singular Includes Plural. Whenever the context of this Declaration  
10 may so require, the singular shall include the plural, and the masculine shall include the feminine  
11 and neuter.

12 Section 7. Amendments.

13 (a) Amendments by the Association.

14 (1) Material Amendments. This Declaration may only be revoked  
15 or "materially amended" (as defined below) with the prior approval of the Owners  
16 (other than Declarant) of at least sixty-seven percent (67%) of the Total Unit Area of  
17 all Condominiums in the Development, and at least fifty-one percent (51%) of all  
18 Eligible Mortgage Holders (based upon the total of the Pro Rata Unit Areas  
19 corresponding to such Eligible Mortgage Holders) pursuant to a vote by secret written  
20 ballot conducted in accordance with the provisions of this Declaration. An  
21 amendment regarding any of the following shall be considered a material  
22 amendment:

23 (i) The legal status of the Development as a common  
24 interest development;

25 (ii) Voting rights;

26 (iii) Assessments, Assessment liens, or the subordination  
27 or priority of Assessment liens;

28 (iv) Reductions in reserves for maintenance, repair and  
29 replacement of the Association Property and/or Maintenance Areas;

30 (v) Responsibility for maintenance and repair of the  
31 Association Property and/or Maintenance Areas;

- 1 (vi) Rights to use the Association Property;
- 2 (vii) Boundaries of any Condominium Unit;
- 3 (viii) Interests in the Common Area or the Exclusive Use
- 4 Areas;
- 5 (ix) Convertibility of Condominium Units into
- 6 Association Property or vice versa;
- 7 (x) Encroachment by Improvements in a Condominium
- 8 Unit into the Association Property or vice versa;
- 9 (xi) Ownership of the Association Property;
- 10 (xii) Expansion or contraction of the Development, or
- 11 addition, annexation or de-annexation of additional property to or from the
- 12 Development;
- 13 (xiii) Insurance or fidelity bonds requirements and the
- 14 entitlement to the proceeds thereof;
- 15 (xiv) Leasing of Condominium Units;
- 16 (xv) Imposition of restrictions on alienation, including,
- 17 but not limited to, rights of first refusal or similar restriction on the right of
- 18 an Owner to sell, transfer, or otherwise convey his Condominium in the
- 19 Development;
- 20 (xvi) Implementation of a decision by the Association to
- 21 establish self-management, if professional management was previously
- 22 required by an Eligible Mortgage Holder or the Association Documents
- 23 governing the Development;
- 24 (xvii) Restoration or repair of the Development in a manner
- 25 other than as specified in this Declaration; and
- 26 (xviii) Mortgagee protection provisions as set forth in that
- 27 Article herein entitled "Mortgagee Protection," and such other provisions in
- 28 this Declaration for which the consent of the Mortgagees shall be required or
- 29 which are expressly for the benefit of Mortgagees or the insurers or
- 30 guarantors of Mortgages.

31 Notwithstanding the foregoing, in the event the Association is considering the

1 termination of the legal status of the Development for reasons other than the  
2 substantial destruction or condemnation of the Development, then the Owners (other  
3 than Declarant) of at least sixty-seven percent (67%) of the Total Unit Area of all  
4 Condominiums in the Development, and at least sixty-seven percent (67%) of all first  
5 Mortgagees (based upon the total of the Pro Rata Unit Areas corresponding to such  
6 first Mortgagees) must agree to said termination.

7 (2) Non-Material Amendments. Any non-material amendment  
8 (i.e., an amendment the purpose of which is not included within the topics  
9 enumerated in (1) above) shall be adopted if such amendment is approved by Owners  
10 (other than Declarant) holding at least sixty- seven percent (67%) of the total voting  
11 power of the Association, pursuant to a vote by secret written ballot conducted in  
12 accordance with the provisions of this Declaration.

13 In all cases, the percentage of the voting power necessary to amend a specific  
14 provision shall not be less than the percentage of affirmative votes prescribed for  
15 action to be taken under said provision. Any Owner or the Association may petition  
16 the Superior Court of Los Angeles County for an order reducing the necessary  
17 percentage required under this Section to amend this Declaration or any of the other  
18 Association Documents. The procedure for effecting this petition is set forth in  
19 Section 4725 of the California Civil Code, as the same may be amended from time to  
20 time.

21 (3) Amendments Adverse to Mortgagees. In addition to the  
22 required notice and consent provided above, the Mortgagees of fifty-one percent  
23 (51%) of the first Mortgages on all the Condominiums in the Property must approve  
24 any amendment to this Declaration which is of a material adverse nature to  
25 Mortgagees,

26 (b) Approval of Amendments by Mortgagees. In the event any  
27 Eligible Mortgage Holder or any first Mortgagee receives a written request, delivered  
28 by certified or registered mail, with return receipt requested, from the Board to  
29 approve any amendment to this Declaration, and such Mortgagee does not deliver a  
30 negative response in writing to the Board within sixty (60) days of the mailing of  
31 such request by the Board, such first Mortgagee shall be deemed to have approved  
32 such proposed amendment and shall thereafter be bound thereby.

1 (c) Approval of Public Agencies. No "material" amendment (as  
2 defined above) to this Declaration, or any other amendment to this Declaration which  
3 would revoke, alter or otherwise modify in any manner whatsoever any of the  
4 provisions of this Declaration which implement any of the conditions of approval or  
5 other requirements imposed by the City, the Redevelopment Agency or other Public  
6 Agency in connection with the development of the Development shall be effective  
7 without the prior written consent of the City, Redevelopment Agency or other Public  
8 Agency, as the case may be.

9 (d) Declarant's Approval of Amendments. Notwithstanding the  
10 provisions of this Section 7, until the fifteenth (15th) anniversary of the Close of  
11 Escrow for the sale of the last Condominium in the Development pursuant to a  
12 transaction requiring the issuance of a Final Subdivision Public Report by the DRE,  
13 the provisions of this Declaration regarding the rights and easements in favor of  
14 Declarant may not be amended without the prior express written consent of  
15 Declarant.

16 (e) Amendments Regarding the Restrictions on the Live/Work  
17 Condominium Units and Commercial Condominium Units. Notwithstanding any  
18 provision in this Section 7 to the contrary, the restrictions applicable to the Live/Work  
19 Condominium Units and the Commercial Condominium Units set forth in Article X  
20 of this Declaration may only be amended as set forth in Section 3 of said Article X  
21 and not as provided in this Section 7.

22 (f) Recordation of Amendments. An amendment made in accordance  
23 with the provisions of this Declaration shall be effective when executed by the  
24 President and Secretary of the Association who shall certify that the amendment has  
25 been approved by the requisite percentage of Owners, as provided herein, by the  
26 requisite percentage of Mortgagees as set forth herein, when applicable, by a Public  
27 Agency, when applicable, and by Declarant, when applicable, and recorded in the  
28 Office of the County Recorder. Upon such recordation, the amendment shall be  
29 effective and binding upon all Owners and all Mortgagees, regardless of whether such  
30 Owner or such Mortgagee consented to such amendment.

31 (g) Delivery of Documents. All documents required to be delivered  
32 to Members by the Association shall be delivered in accordance with the provisions

1 of Sections 4040, 4045 and 4050 of the California Civil Code, which permits delivery  
2 to Members by various methods, including, without limitation, the following: (i)  
3 personal delivery; (ii) first-class mail, postage prepaid, addressed to the Member at  
4 the address last shown on the books of the Association or as otherwise provided by  
5 the Member (delivery deemed complete on deposit in the mail); (iii) e-mail, facsimile  
6 or other electronic means, if the Member has agreed to that method of delivery  
7 (delivery deemed complete at time of transmission); or (iv) any other method of  
8 delivery that the Member has agreed to. In all cases, a document may be included in  
9 or delivered with a billing statement, newsletter or other document that is delivered  
10 in accordance with Sections 4040, 4045 and 4050.

11 Section 8. Notices. Any notice permitted or required to be delivered as  
12 provided herein shall be in writing and may be delivered either personally or by mail. If delivery  
13 is made by registered or certified mail, it shall be deemed to have been delivered forty-eight (48)  
14 hours after a copy of the same has been deposited in the United States mail, postage prepaid,  
15 addressed to any person at the address given by such person to the Association for the purpose of  
16 service of such notice, or to the Condominium Unit of such person if no address has been given to  
17 the Association. If such notice is not sent by regular or certified mail, it shall be deemed to have  
18 been delivered when received. Such address may be changed, from time to time, by notice in  
19 writing to the Association.

20 Section 9. Attorneys' Fees. If any Owner defaults in making a payment of  
21 Assessments or in the performance or observance of any provision of the Association Documents,  
22 and the Association has obtained the services of an attorney in connection therewith, the Owner  
23 covenants and agrees to pay to the Association upon demand all costs and fees incurred by the  
24 Association, including reasonable attorneys' fees, regardless of whether legal proceedings are  
25 instituted. In case a suit is instituted, the prevailing party shall be entitled to recover the cost of the  
26 suit, in addition to the aforesaid costs and fees.

27 Section 10. Conflicts in Association Documents for the Development. In the  
28 event of any conflict between and/or among the provisions of any of the Association Documents  
29 for the Development, the Protective Covenants set forth in this Declaration shall supersede and  
30 control over the provisions of any other Association Document for the Development. In the event  
31 of a conflict between the provisions of the Declaration and the provisions of the Parking Easement  
32 Agreement, the provisions of the Parking Easement Agreement shall control.

1           Section 11. Exhibits. All Exhibits attached hereto (or to a Declaration of  
2 Annexation recorded for a subsequent Phase of the Development) are hereby incorporated herein  
3 (or therein, as the case may be) by this reference. All dimensions set forth on an Exhibit are  
4 approximations only and all depictions are intended for illustrative purposes only. In the event of  
5 a conflict between an Exhibit and the as-built condition, the as-built condition shall control.

6           Section 12. Compliance with Applicable Laws. Notwithstanding the provisions  
7 set forth in this Declaration, various laws (including, but not limited to, the Davis-Stirling Common  
8 Interest Development Act, Section 4000, et seq. of the California Civil Code, and the Federal Fair  
9 Housing Act, Title 42 United States Code Section 3601, et seq., as such laws may be amended from  
10 time to time), may supplement or override the provisions of this Declaration. Additionally, various  
11 governmental bodies (including the California legislature, the United States Congress and various  
12 state and federal agencies) from time to time enact new laws and regulations, and amend and/or  
13 repeal existing laws and regulations. Further, existing laws and regulations are interpreted by the  
14 courts. Accordingly, it is Declarant's intent that the provisions of this Declaration be interpreted  
15 and construed to be consistent with applicable laws (as they may be amended from time to time),  
16 which may supplement or override the actual provisions set forth in this Declaration. Declarant  
17 does not make any representation or warranty regarding the future enforceability of the provisions  
18 set forth in this Declaration.

19  
20  
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22  
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24           *[Certificate of Amendment and Restatement on Following Page]*  
25  
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33

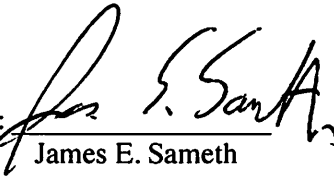


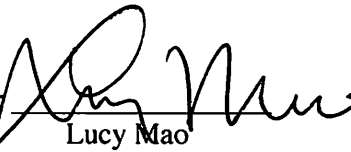
1 **CERTIFICATE OF AMENDMENT AND RESTATEMENT**

2  
3 Each of the undersigned officers of the Association hereby certifies under penalty of perjury that  
4 this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
5 RESTRICTIONS, RESERVATION OF EASEMENTS, AND ALTERNATIVE DISPUTE RESOLUTION  
6 PROCEDURES FOR COLORADO COMMONS received the requisite approval of Owners pursuant to  
7 Civil Code section 4270 and Article XX, Section 7, of the Declaration.

8  
9 **IN WITNESS WHEREOF**, this Amended and Restated Declaration of Covenants, Conditions  
10 and Restrictions, Reservation of Easements, and Alternative Dispute Resolution Procedures for Colorado  
11 Commons has been duly executed by the Association on the day and year first above written.

12  
13 COLORADO COMMONS MAINTENANCE  
14 ASSOCIATION, a California Nonprofit Mutual Benefit  
15 Corporation

16  
17  
18 By:   
19 James E. Sameth  
20 Its President

21  
22  
23 By:   
24 Lucy Mao  
25 Its Secretary

**ACKNOWLEDGMENT**

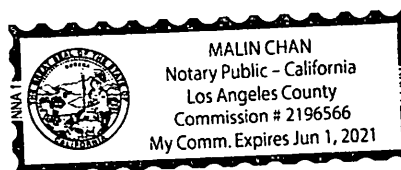
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 04/11/2019 before me, Malin Chan, a Notary Public, personally appeared James E. Sameth who proved to me on the basis of satisfactory evidence to be the person whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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.



Malin Chan  
Notary Public

**ACKNOWLEDGMENT**

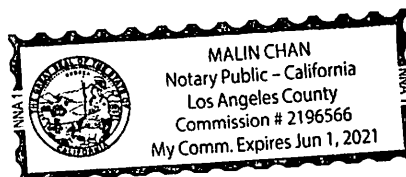
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 04/11/2019 before me, Malin Chan, a Notary Public, personally appeared Lucy MAO who proved to me on the basis of satisfactory evidence to be the person whose name is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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.



Malin Chan  
Notary Public

1 **EXHIBIT "A"**

2  
3 **LEGAL DESCRIPTION OF THE PROPERTY**

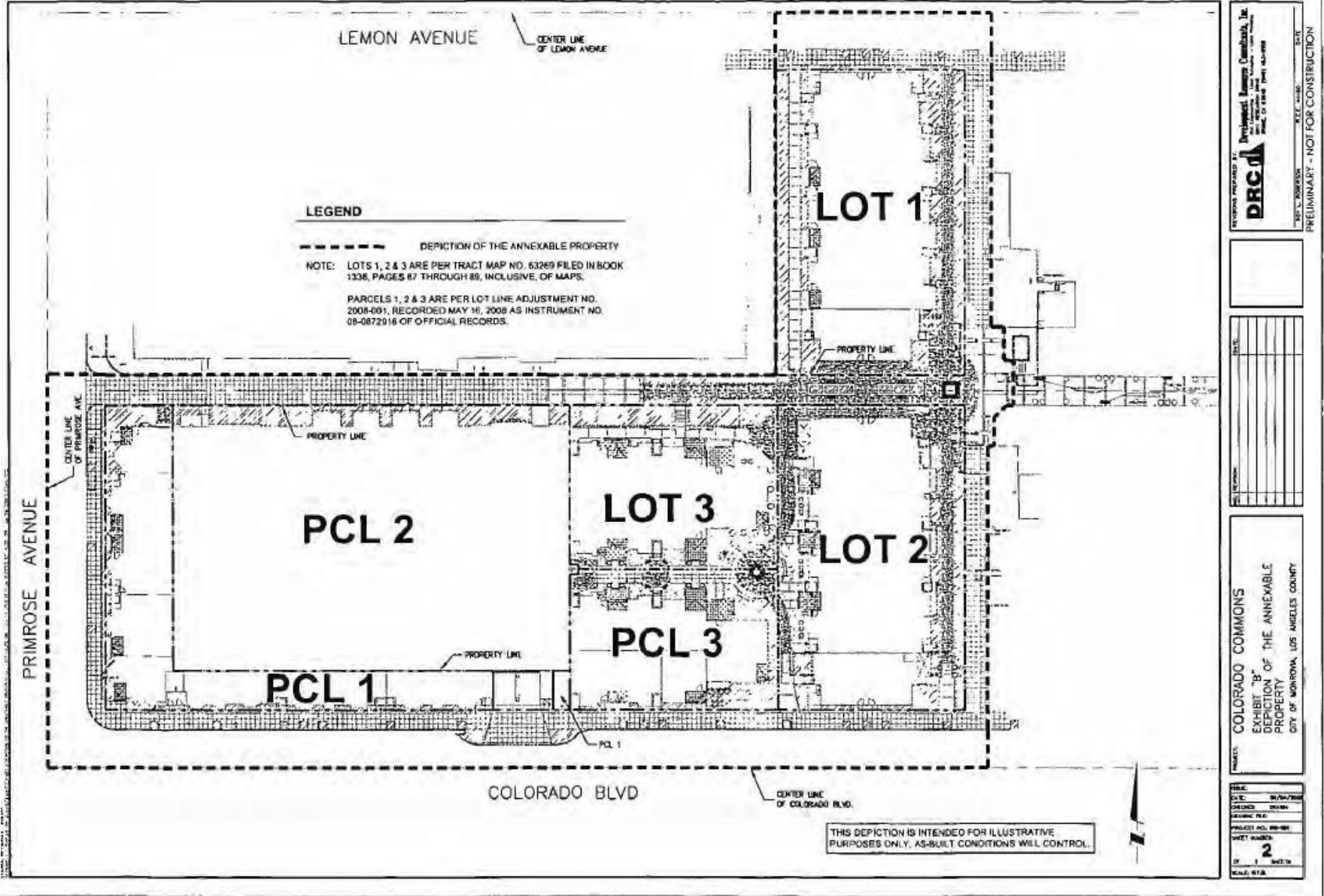
4  
5 The Property shall mean and refer to that certain real property located in the City of  
6 Monrovia, County of Los Angeles, State of California more particularly described as follows:

7 Lots 1, 2 and 3 of Tract 63269, which Tract is shown on a map recorded in Book 1336,  
8 Pages 87 through 89, inclusive, of Maps in the office of the County Recorder for Los  
9 Angeles County, California (the "Tract").

10 Parcels 1 and 3 as shown on Exhibit "D" attached to the Certificate of Compliance, Lot  
11 Line Adjustment No. 2008-01 recorded on May 16, 2008 as Instrument No. 08-  
12 0872916 in the Official Records of Los Angeles County, California (the "Lot Line  
13 Adjustment");

14 and

15 That certain real property located adjacent to the aforesaid Lots as generally depicted  
16 on page 2 of this Exhibit "A."



1 **EXHIBIT “C”**

2

3 **LEGAL DESCRIPTION OF THE ADDITIONAL ASSOCIATION PROPERTY**

4

5 The Additional Association Property shall mean and refer to that certain real property  
6 located in the City of Monrovia, County of Los Angeles, State of California, more particularly  
7 described as follows:

8

9 All of the easements on, over, under, across and through the City Parking Structure,  
10 including, but not limited to, vehicular and pedestrian ingress, egress and access,  
11 maintenance, repair, reconstruction, drainage and all other purposes, as more  
12 particularly set forth in the Parking Easement Agreement;

13

14 Nonexclusive easements for vehicular and pedestrian ingress, egress and access on,  
15 over and across the traffic lanes located within the portion of the Private Parking  
16 Garage constructed on Lot 3 of said Tract 63269, as generally depicted on Exhibit  
17 “PP” attached hereto;

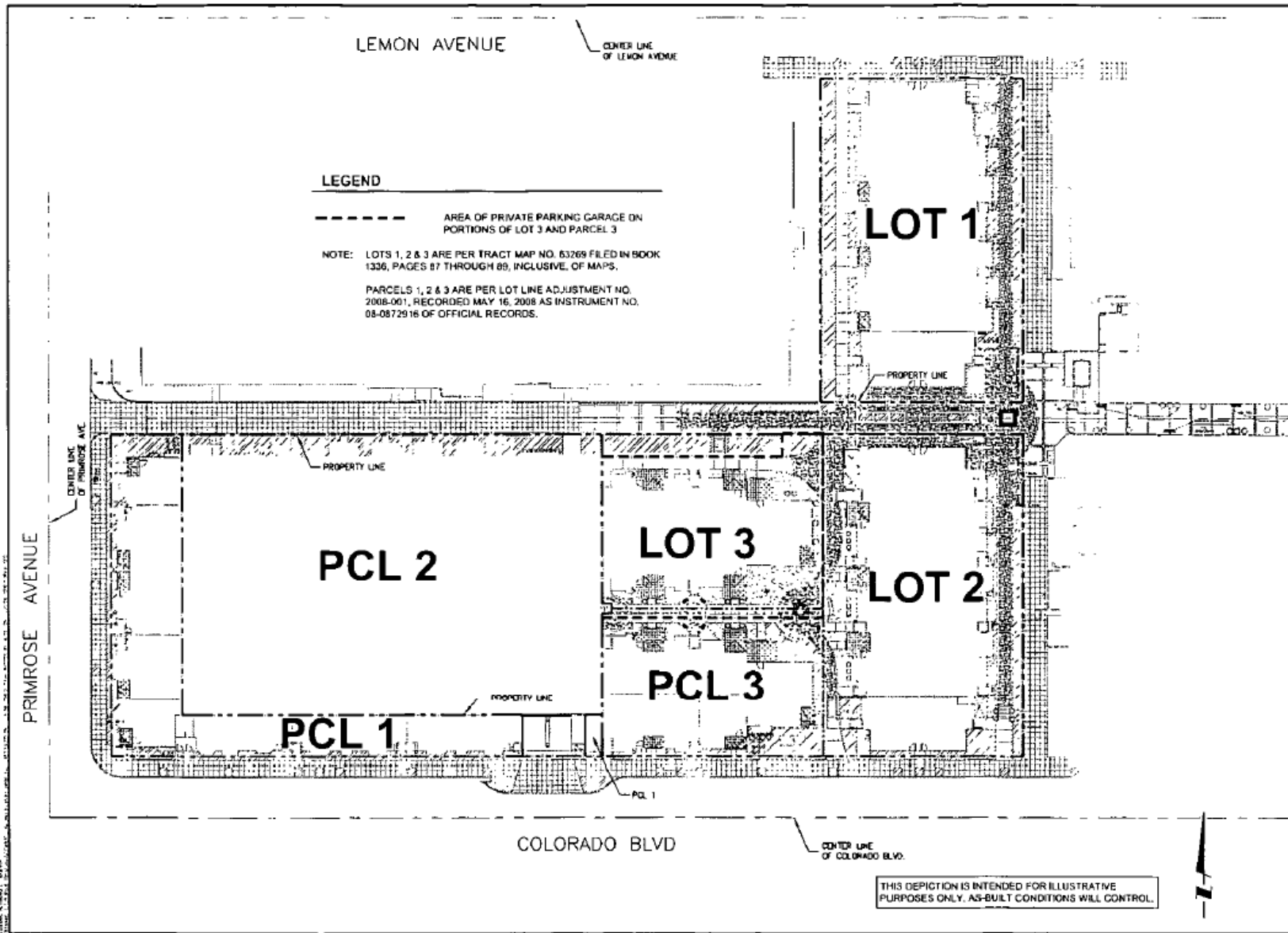
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19 And

20

21 Nonexclusive easements on, over, under, across and through those certain portions  
22 of Lot 3 of Tract 63269 and Parcel 3 of the Certificate of Compliance, Lot Line  
23 Adjustment No. 2008-01 (the “Adjacent Lots”) generally depicted on *page 3* of this  
24 Exhibit “C” (the “Private Parking Garage Easement Areas”) for the following  
25 purposes: (i) the construction, placement, maintenance, repair and reconstruction  
26 of foundations, footings, supports, walls, columns, utilities and all other  
27 Improvements which comprise part of the Private Parking Garage; (ii) the  
28 encroachment by any portion of the Private Parking Garage onto the Private  
29 Parking Garage Easement Areas, without regard to whether any such encroachment  
30 is the result of the original design and construction, errors in original design and  
31 construction, accretion, erosion, addition, deterioration, decay, movement,  
32 settlement, shifting, subsidence or any other cause together with the right to rebuild

1 the Private Parking Garage upon the same encroachments; (iii) the lateral support  
2 of the Private Parking Garage; and (iv) the use (including, but not limited to,  
3 vehicular and pedestrian ingress, egress and access and parking), maintenance,  
4 repair and reconstruction of those portions of the Private Parking Garage located  
5 on the Private Parking Garage Easement Areas, subject to the Declarant's exclusive  
6 right to assign all parking spaces located within the Private Parking Garage



PREPARED BY: **DRCD**  
 Development Resources Consulting, Inc.  
 10000 Wilshire Blvd., Suite 1000  
 Beverly Hills, CA 90210  
 Phone: (310) 274-1000 Fax: (310) 274-1001

DATE: 10/10/08  
 SHEET NO.: 3  
 OF 3 SHEETS  
 SCALE: N.T.S.

PROJECT: COLORADO COMMONS  
 AREA OF PRIVATE PARKING GARAGE  
 ON PORTIONS OF LOTS 3 AND 4  
 CITY OF MONROVIA, LOS ANGELES COUNTY

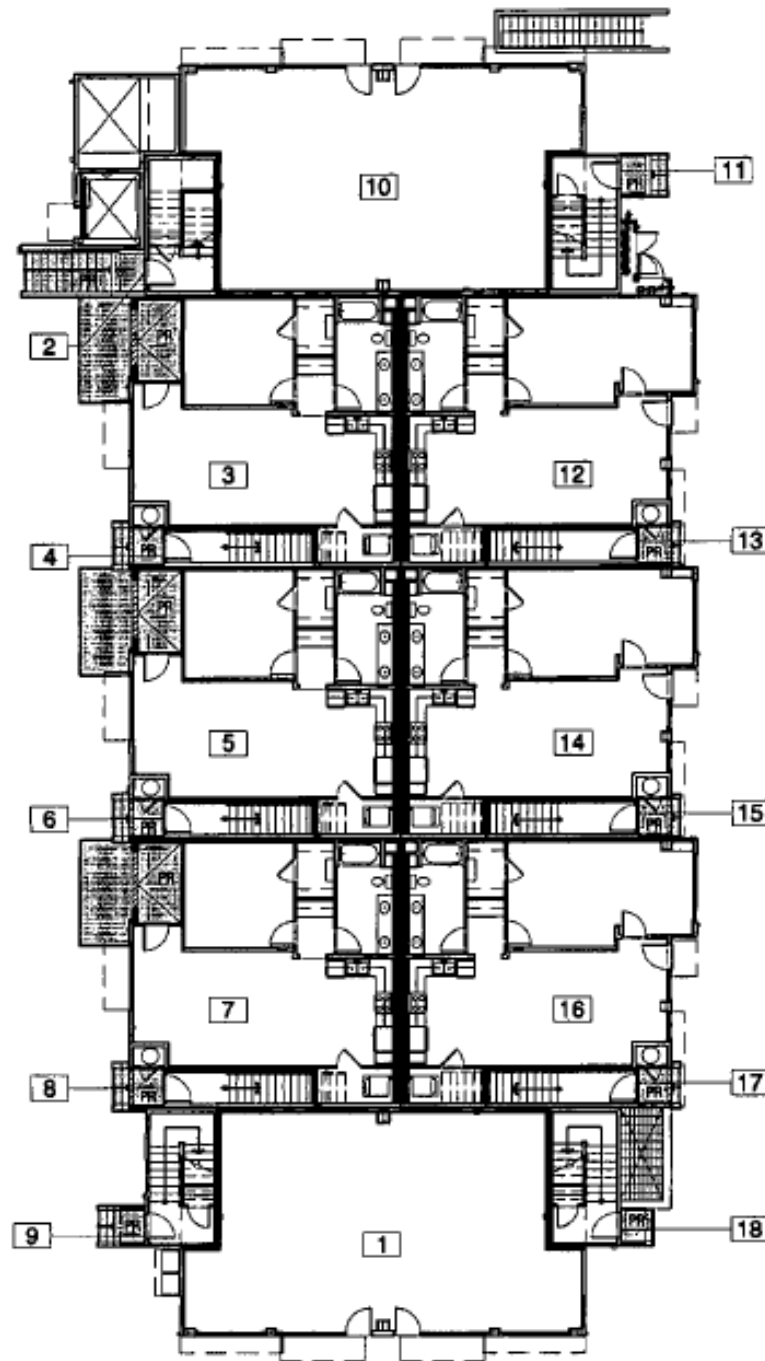
PRELIMINARY - NOT FOR CONSTRUCTION

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**EXHIBIT “EUA”**  
**DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE**  
**AND THE CONDOMINIUM UNITS**  
**TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENANT**

(See the attached)





**NOTE.**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY.
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 1 - GROUND LEVEL (ENTRY LEVEL / LEVEL 1)**

**TCA**  
 THORNTON COX ARCHITECT, INC.

18187 WILSHIRE BLVD  
 SUITE 309  
 IRVINE, CA 92614  
 PHONE: 949.862.0270

300 WILSHIRE BLVD.  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE: 213.543.1108

**COLORADO COMMONS**

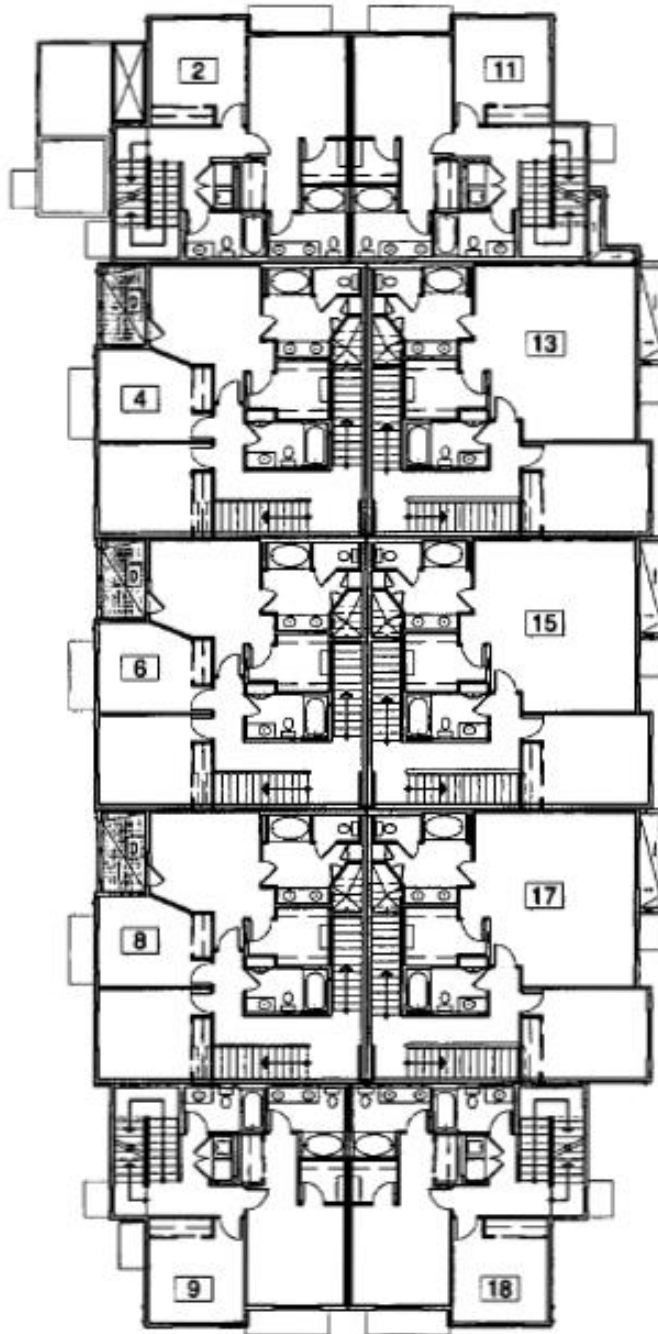
TCA JOB NO. 2004-084

NOTE:

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 1



**NOTE:**

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**KEY**

PR - PORCH  
 D - DECK  
 AG - AG PADS

**PHASE 1 - LEVEL TWO**

18757 MARATHON BLVD.  
 SUITE 300  
 IRVINE, CA 92614  
 PHONE 949.853.0275  
 8375 LINDSEY BLVD.  
 SUITE 140  
 LOS ANGELES, CA 90017  
 PHONE 713.562-1100

**COLORADO COMMONS**

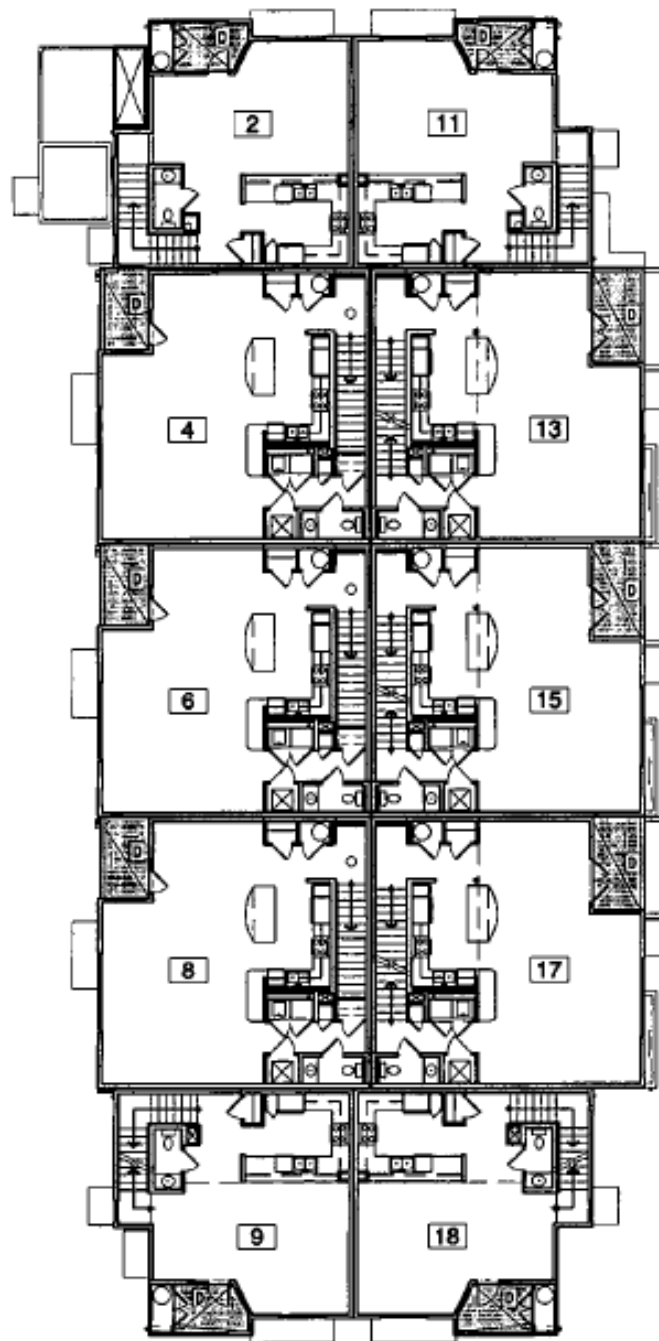
TCA JOB NO. 2004-084

NOTE:

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 2



**NOTE:**

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**KEY**

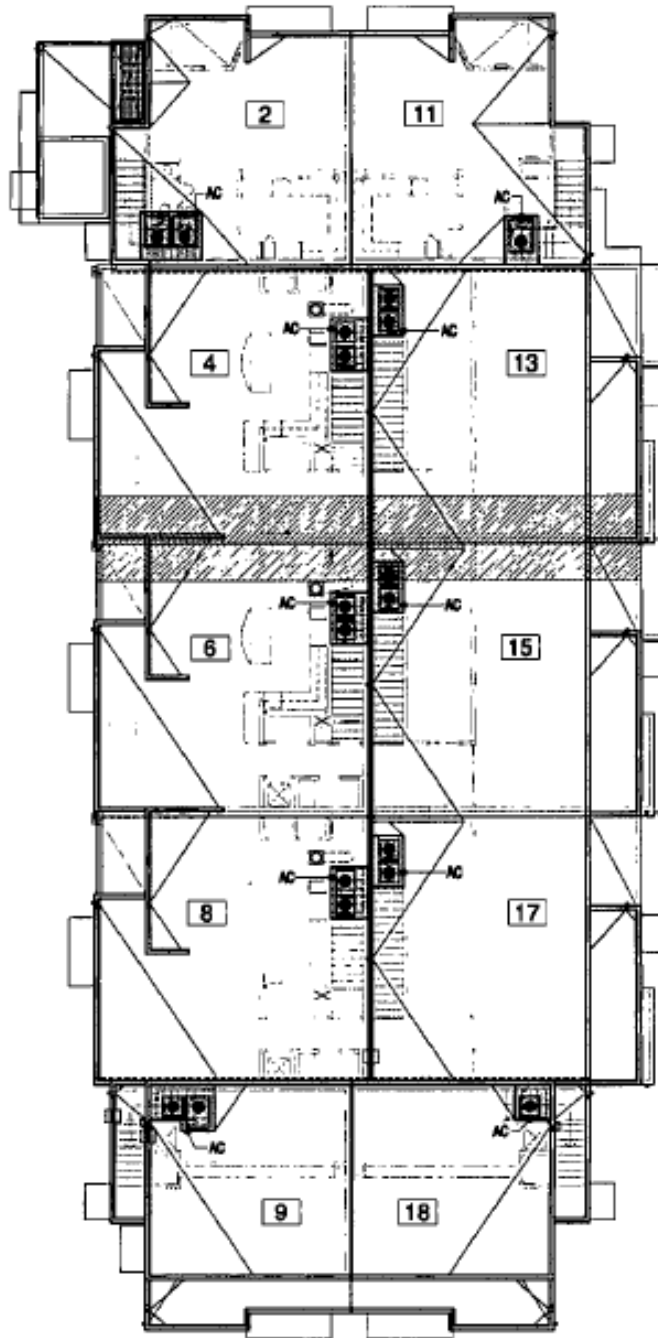
PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 1 - LEVEL THREE**

**TCA**  
 18122 MADARTHE BLVD  
 SUITE 200  
 IRVINE, CA 92612  
 PHONE: 949.252.0270  
 800 WILSHIRE BLVD  
 SUITE 1410  
 LOS ANGELES, CA 90017  
 PHONE: 213.553-1108  
 TRUMPET GROUP ARCHITECTS INC.

**COLORADO COMMONS**  
 TCA JOB NO. 2004-084  
 NOTE: \_\_\_\_\_

Dec. 19, 2007  
**EXHIBIT 'EUA'**  
 Pg. 3



**NOTE:**

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**KEY**

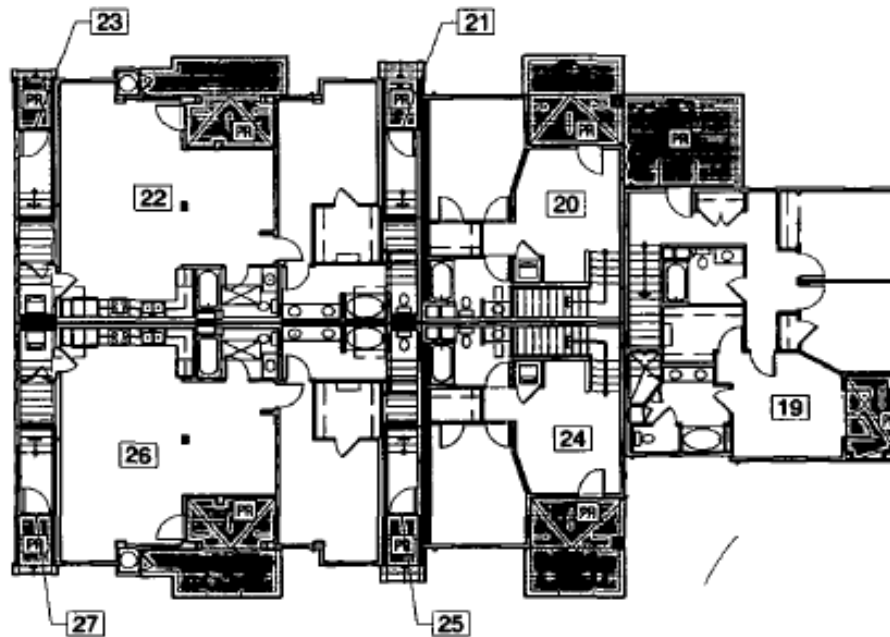
PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 1 - LEVEL FOUR (MEZZANINE / LOFT)**

**TCA**  
 THOMAS J. CARROLL ARCHITECTS, INC.  
 1870 WILSON BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949.862.0270  
 800 WILSON BLVD  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE 213.953-1100

**COLORADO COMMONS**  
 TCA JOB NO. 2004-084  
 NOTE

Dec. 19, 2007  
**EXHIBIT 'EUA'**  
 Pg. 4



**NOTE:**

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**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 2 - GROUND LEVEL (ENTRY LEVEL / LEVEL 1)**

**TCA**  
 THOMAS COX ARCHITECTS, INC.

18182 INDEPENDENT BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949 862-0270

800 HILSHIRE BLVD  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE 213 552-1130

**COLORADO COMMONS**

TCA JOB NO. 2004-084

NOTE: \_\_\_\_\_

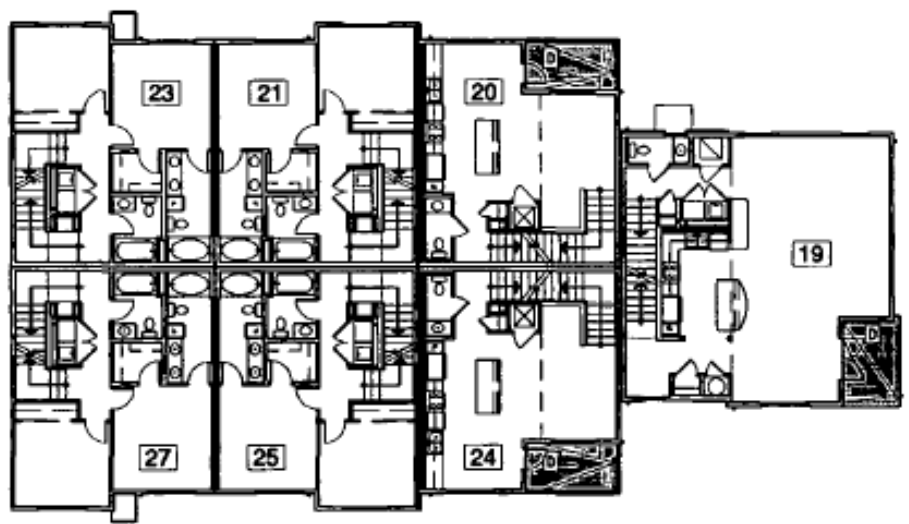
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Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 1



**NOTE:**

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**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 2 - LEVEL TWO**

**TCA**  
 THOMAS T. COLE ARCHITECTS, INC.

18782 MACARTHUR BLVD  
 SUITE 500  
 IRVINE CA 92612  
 PHONE: 949.862.0270

805 WILSHIRE BLVD  
 SUITE 1410  
 LOS ANGELES CA 90017  
 PHONE: 213.563.1100

**COLORADO COMMONS**

TCA JOB NO. 2004-084

NOTE:

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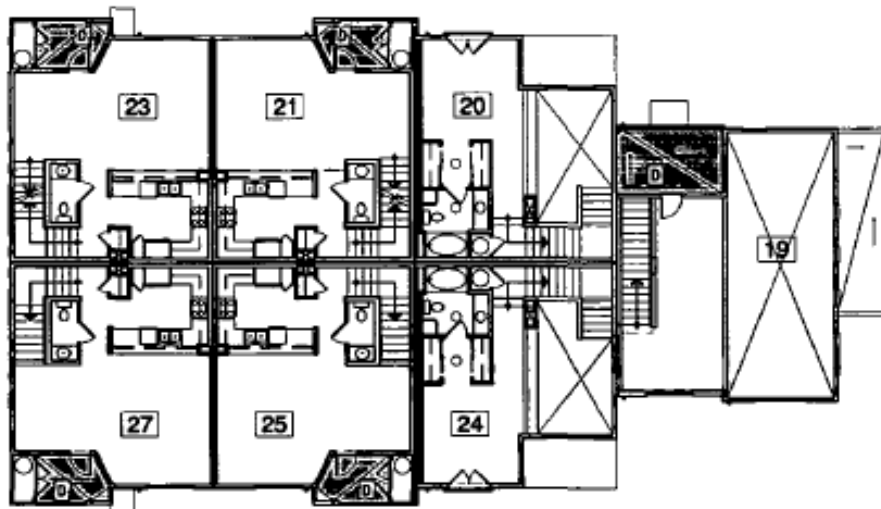


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Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 2



**NOTE.**

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**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 2 - LEVEL THREE**

10700 MARSHFIELD BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949 862-0219

800 WILSHIRE BLVD  
 SUITE 1479  
 LOS ANGELES, CA 90017  
 PHONE 213 553-1100

TERESA FOX ARCHITECTURE

**COLORADO COMMONS**

TCA JOB NO. 2004-084

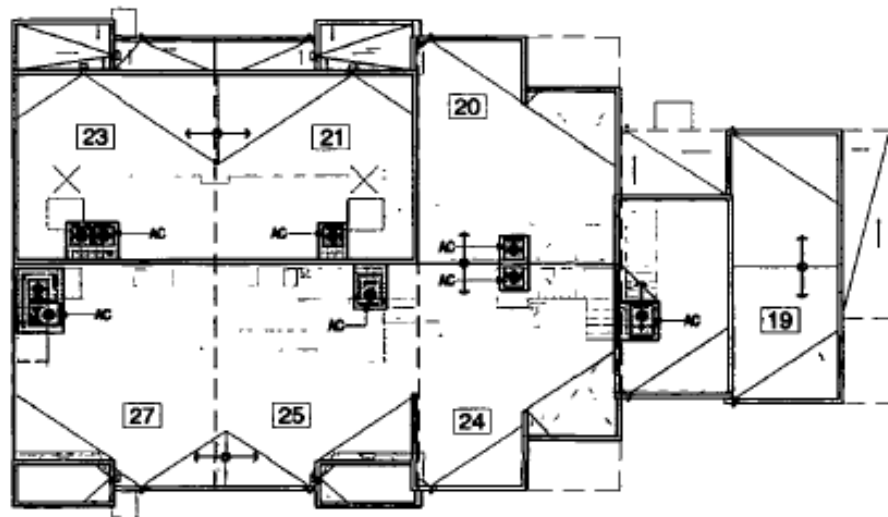
NOTE: \_\_\_\_\_

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Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 3



**NOTE:**

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**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 2 - LEVEL FOUR (MEZZANINE / LOFT)**

10782 MACARTHUR BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949 862-0273

880 WILSHIRE BLVD  
 SUITE 1419  
 LOS ANGELES, CA 90017  
 PHONE 213 555-1100

**COLORADO COMMONS**

TCA JOB NO. 2004-084

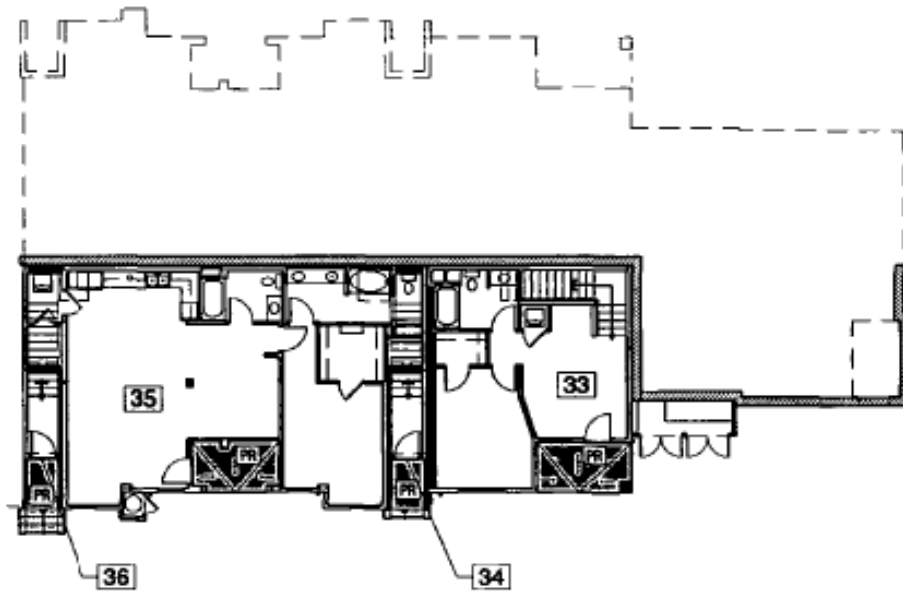
NOTE:

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 4



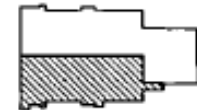


**NOTE:**

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- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS



**GROUND LEVEL  
 (ENTRY LEVEL / LEVEL 1)**

**PHASE 3**

**TCA**  
 THOMPSON ARCHITECTS, INC.

1870 MAUNTLIN BLVD  
 SUITE 300  
 IRVINE, CA 92614  
 PHONE: 949 860-0270

800 WILSHIRE BLVD  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE: 213 583-1100

**COLORADO COMMONS**

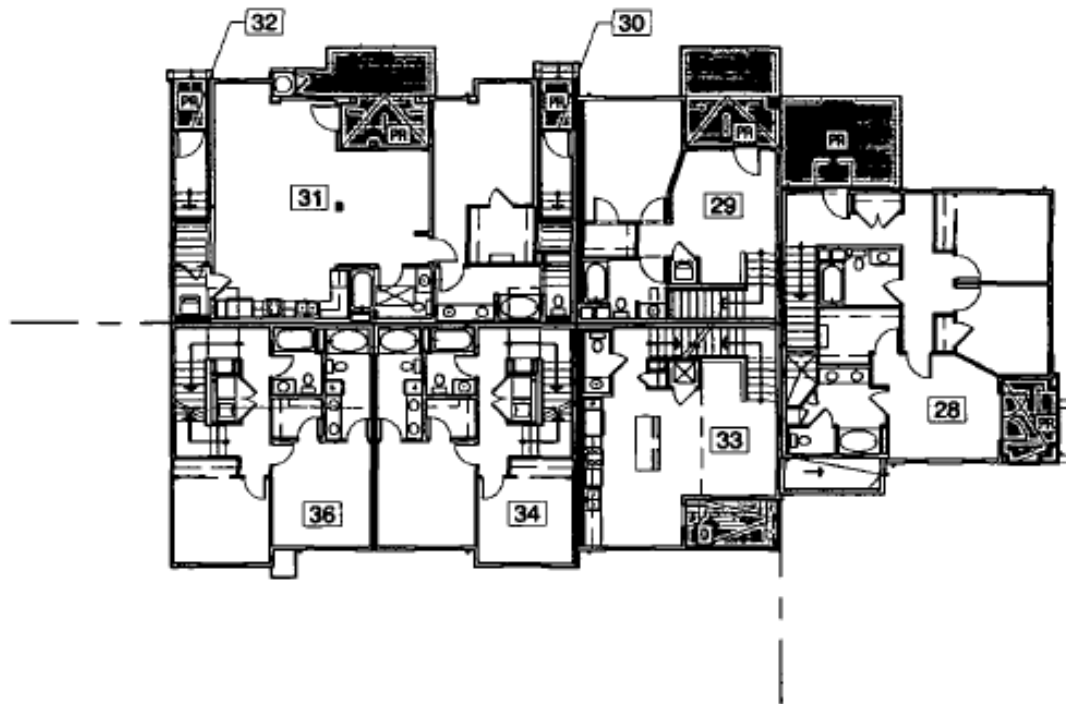
TCA JOB NO. 2004-084

NOTE:

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 1



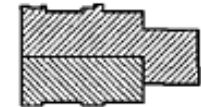
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**KEY**

PR - PORCH  
 D - DECK  
 AG - AG PADS

**GROUND LEVEL  
 (ENTRY LEVEL / LEVEL 1)**



**LEVEL TWO**

**PHASE 3**

18782 MacARTHUR BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949 862-0275

880 WILSHIRE BLVD  
 SUITE 1419  
 LOS ANGELES, CA 90017  
 PHONE 213 553-1130

TOMAS F. GEE ARCHITECTS, INC.

**COLORADO COMMONS**

TCA JOB NO. 2004-084

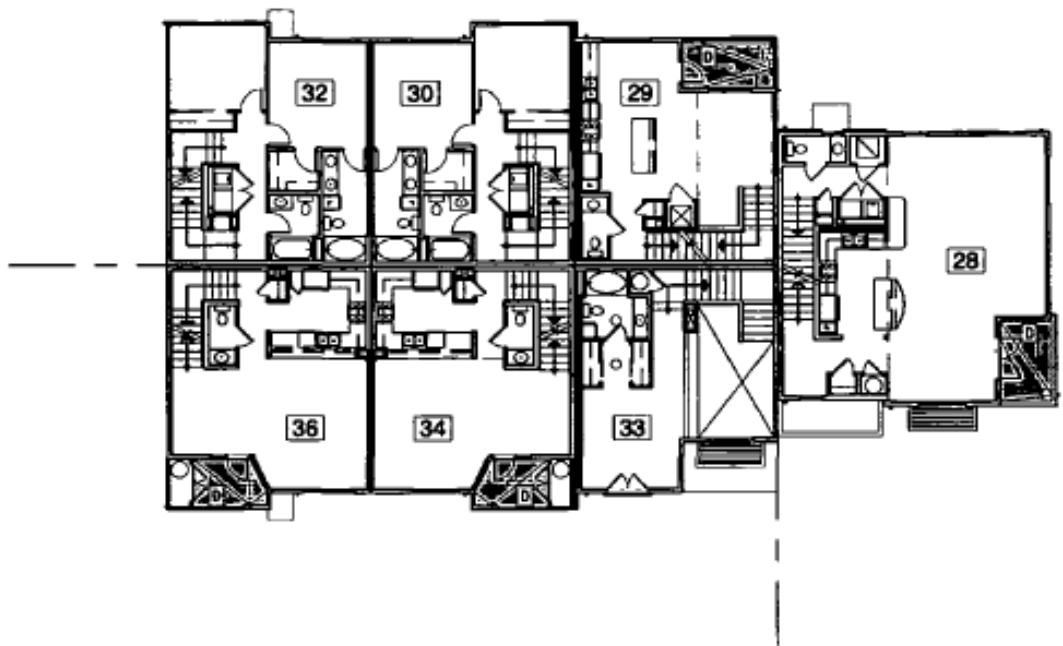
NOTE \_\_\_\_\_

\_\_\_\_\_

**Dec. 19, 2007**

**EXHIBIT 'EUA'**

**Pg. 2**

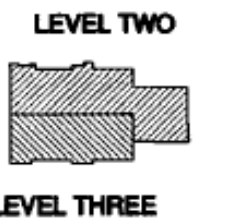


**NOTE.**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY.
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS



**PHASE 3**



19782 MALIBU BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949 862-0270

800 WILSHIRE BLVD  
 SUITE 1419  
 LOS ANGELES, CA 90017  
 PHONE 213 583-1100

TRUMP CO. ARCHITECTS, INC.

**COLORADO COMMONS**

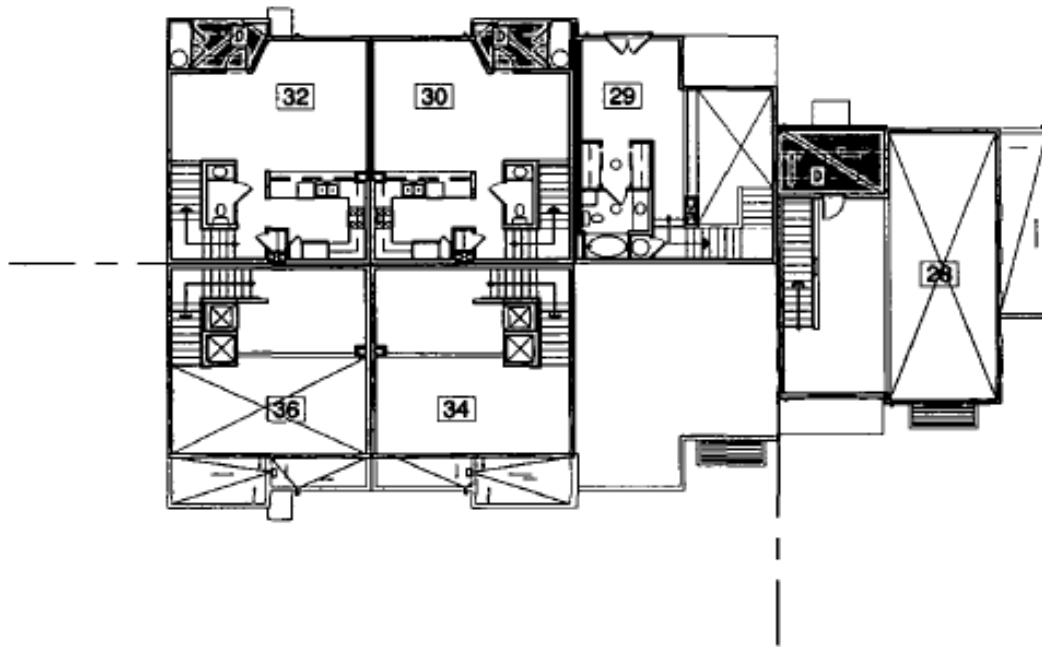
TCA JOB NO. 2004-084

NOTE:

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 3



**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS



**PHASE 3**



18782 WILSHIRE BLVD  
 SUITE 300  
 Irvine, CA 92612  
 PHONE: 949-862-6270

800 WILSHIRE BLVD  
 SUITE 1400  
 LOS ANGELES, CA 90017  
 PHONE: 213-563-1100

COMMERCIAL CONTRACTORS, INC.

**COLORADO COMMONS**

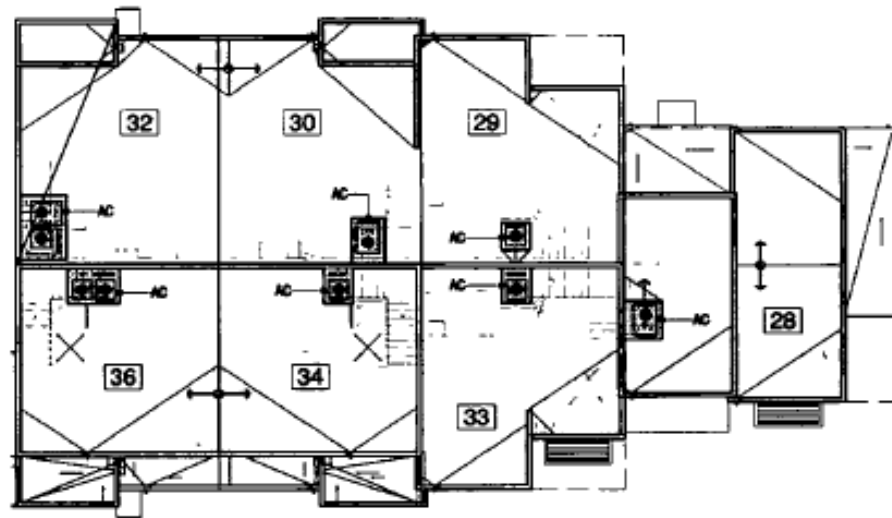
TCA JOB NO. 2004-084

NOTE: \_\_\_\_\_

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 4



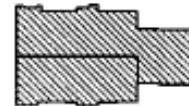
**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**MEZZANINE / LOFT**



**MEZZANINE / LOFT**

**PHASE 3**

10782 MacARTHUR BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE 949 862-0270

800 WILSHIRE BLVD  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE 213 353-1100

**COLORADO COMMONS**

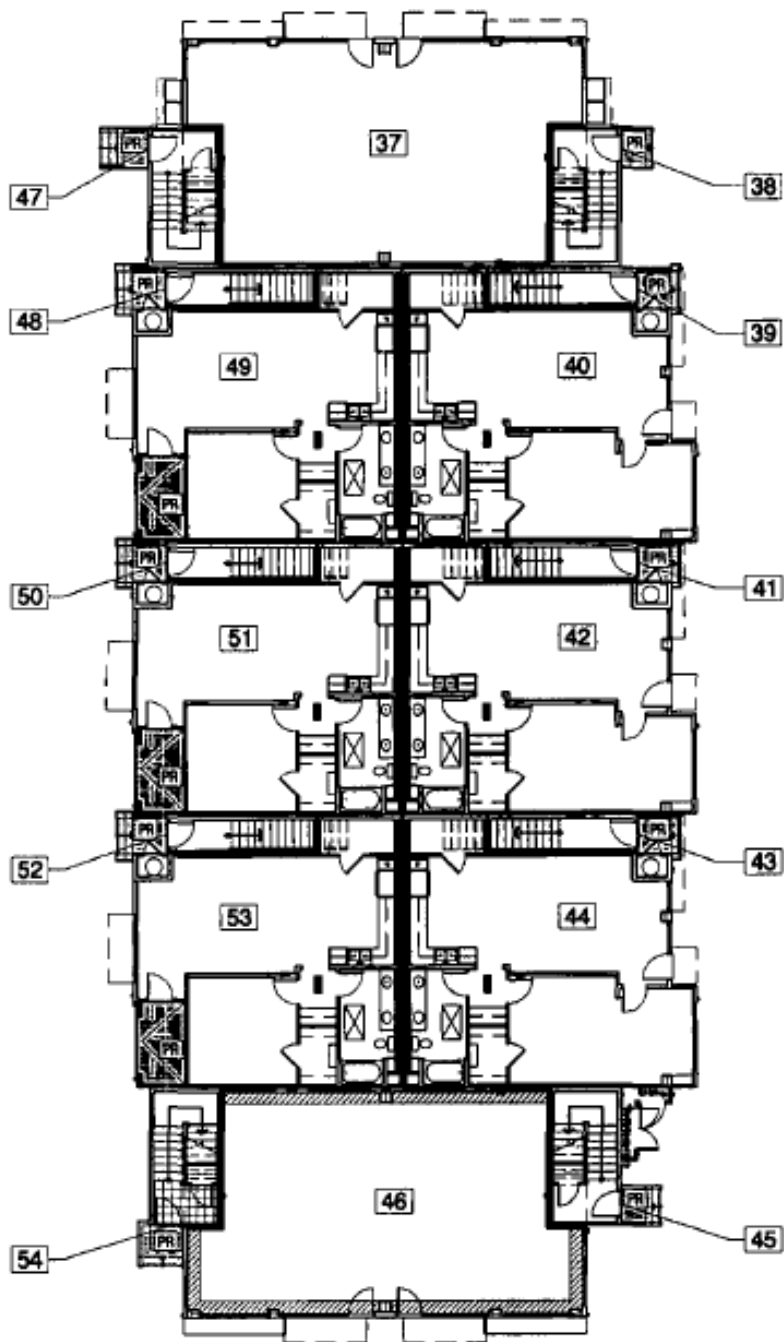
TCA JOB NO. 2004-084

NOTE

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 5



**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT

**KEY**

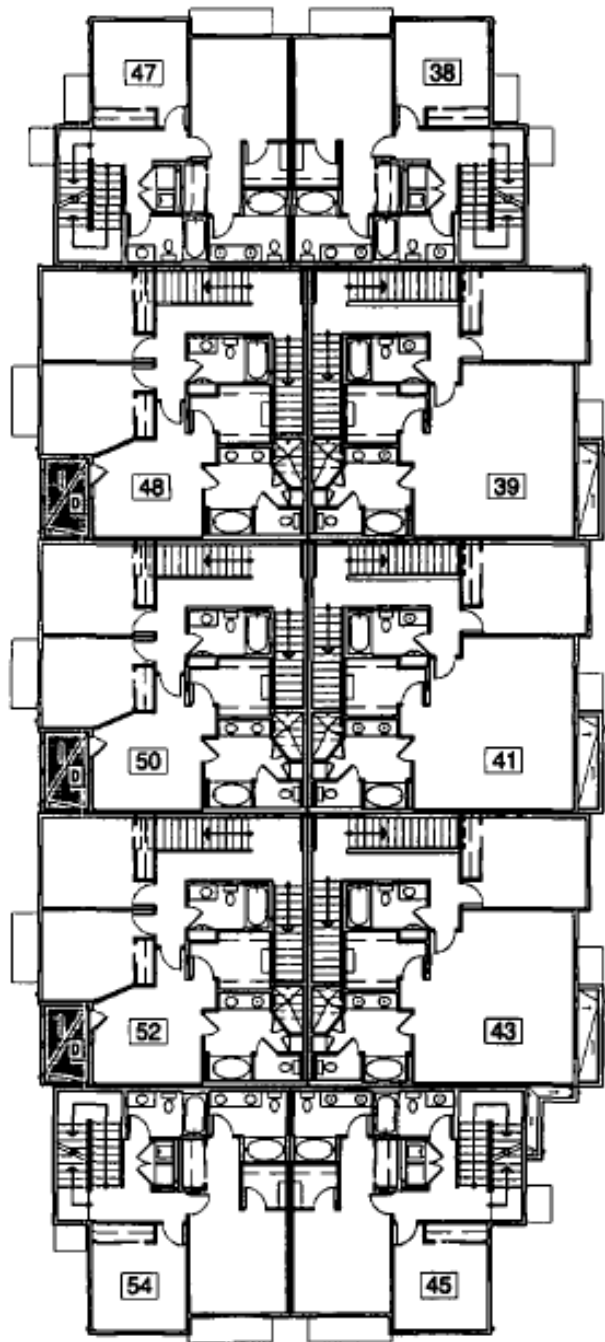
PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 4 - GROUND LEVEL (ENTRY LEVEL / LEVEL 1)**

**TCA**  
 18762 MACARTHUR BLVD  
 SUITE 205  
 IRVINE, CA 92617  
 PHONE: 949 852-0272  
 800 WILSHIRE BLVD  
 SUITE 1475  
 LOS ANGELES, CA 90017  
 PHONE: 213 843-1156

**COLORADO COMMONS**  
 TCA JOB NO. 2004-084  
 NOTE: \_\_\_\_\_

**Dec. 19, 2007**  
**EXHIBIT 'EUA'**  
 Pg. 1



**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY.
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 4 - LEVEL TWO**

**TCA**  
 TRIPLE CROWN ARCHITECTURE

18783 MACARTHUR BLVD  
 SUITE 306  
 IRVINE, CA 92614  
 PHONE: 949 863-0270

860 HILSHIRE BLVD  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE: 313 853-1100

**COLORADO COMMONS**

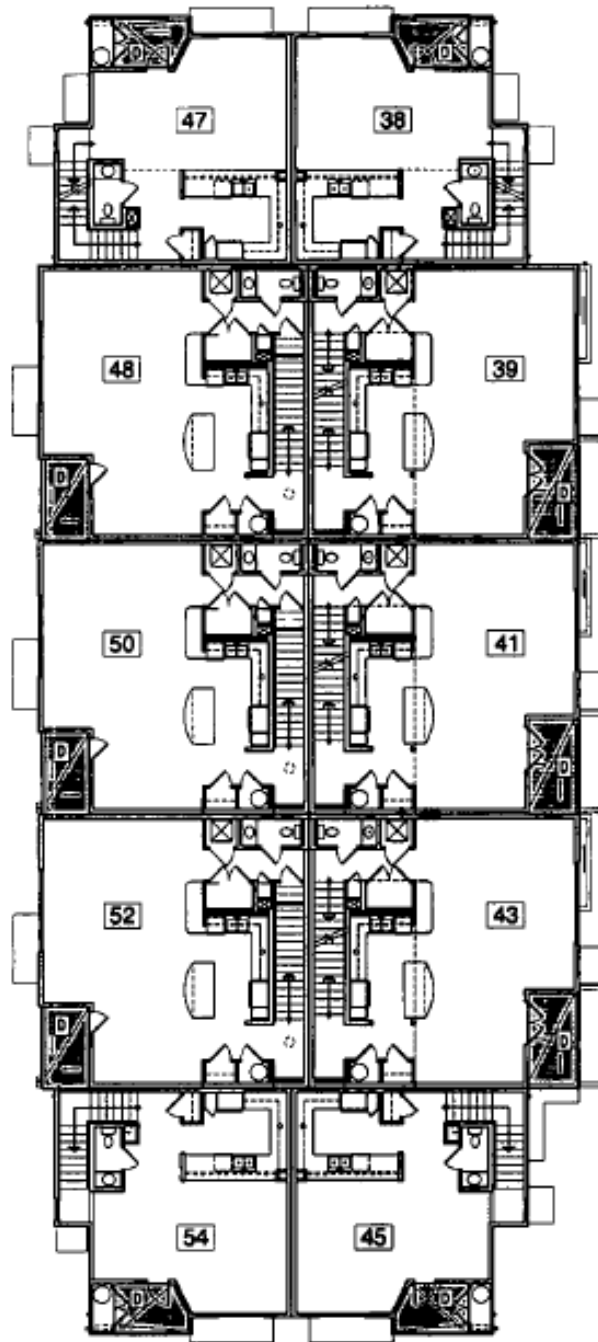
TCA JOB NO. 2004-084

NOTE: \_\_\_\_\_

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 2



**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY.
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 4 - LEVEL THREE**



18742 MACARTHUR BLVD  
 SUITE 300  
 IRVINE, CA 92612  
 PHONE: 949 862-0270

800 VIL SHIRS BLVD  
 SUITE 147E  
 LOS ANGELES, CA 90011  
 PHONE: 213 563-1190

**COLORADO COMMONS**

TCA JOB NO. 2004-084

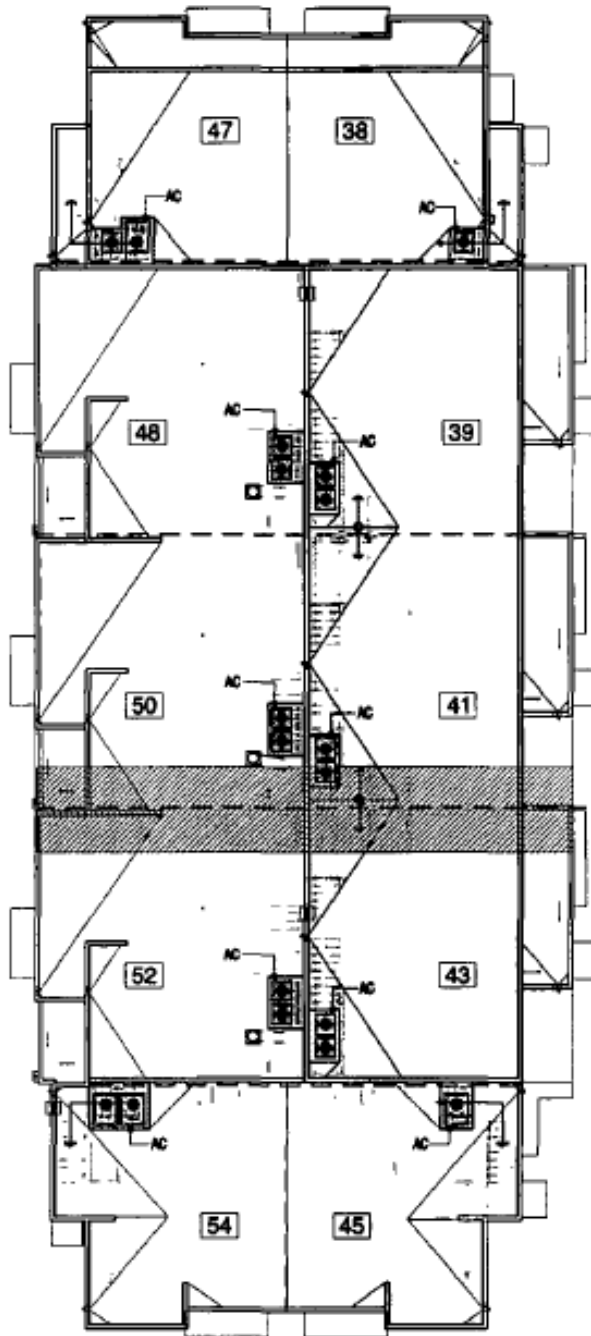
NOTE: \_\_\_\_\_

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 3





**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

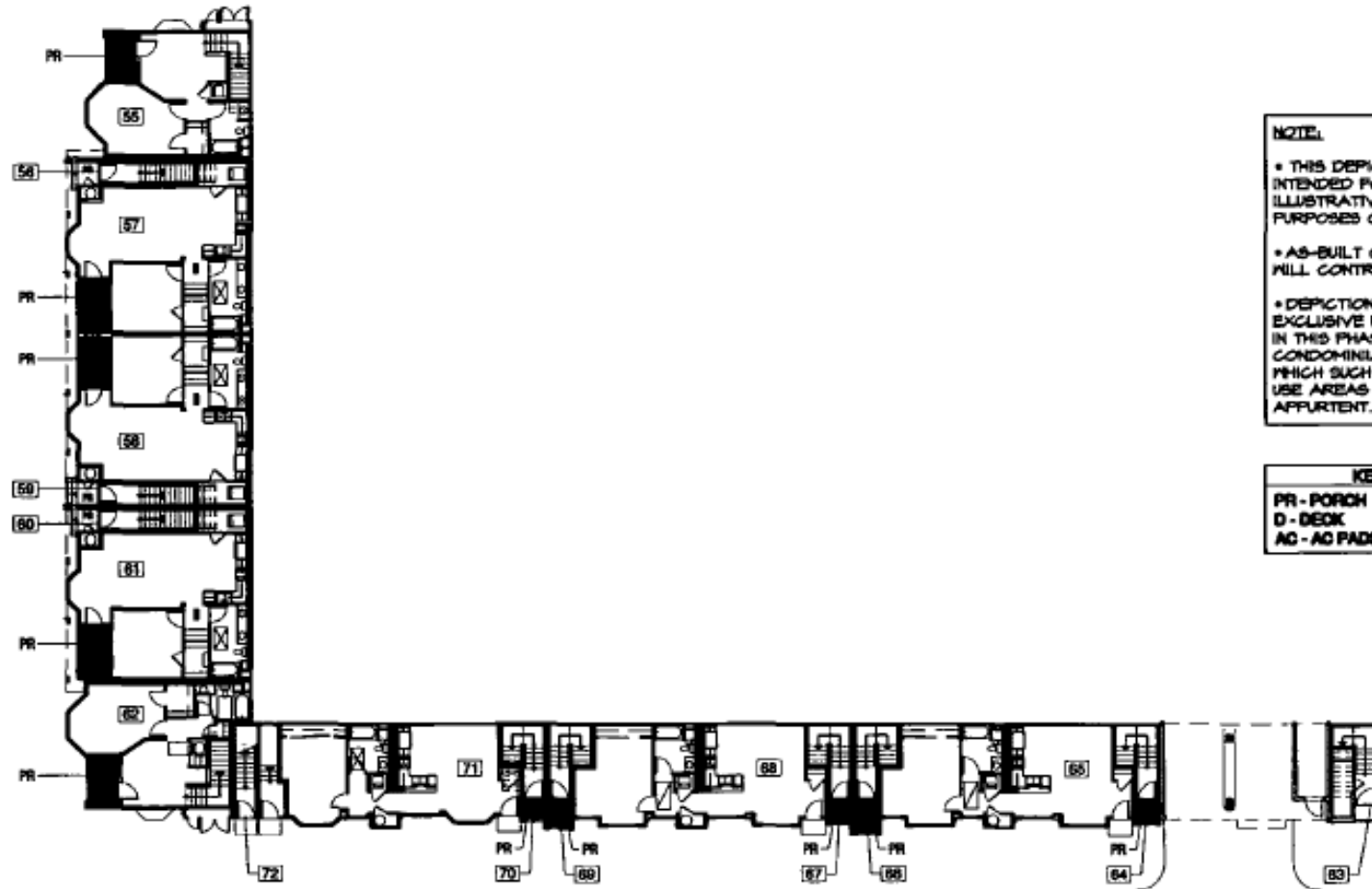
PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 4 - LEVEL FOUR (MEZZANINE / LOFT)**

**TCA**  
 18182 HUNTINGTON BLVD  
 SUITE 500  
 IRVINE CA 92612  
 PHONE 949 802-0770  
 800 WILSHIRE BLVD  
 SUITE 1470  
 LOS ANGELES CA 90017  
 PHONE 213 953-1126

**COLORADO COMMONS**  
 TCA JOB NO. 2004-084  
 NOTE:

Dec. 19, 2007  
**EXHIBIT 'EUA'**  
 Pg. 4



**PHASE 5 - GROUND LEVEL (ENTRY LEVEL / LEVEL 1)**



**COLORADO COMMONS**

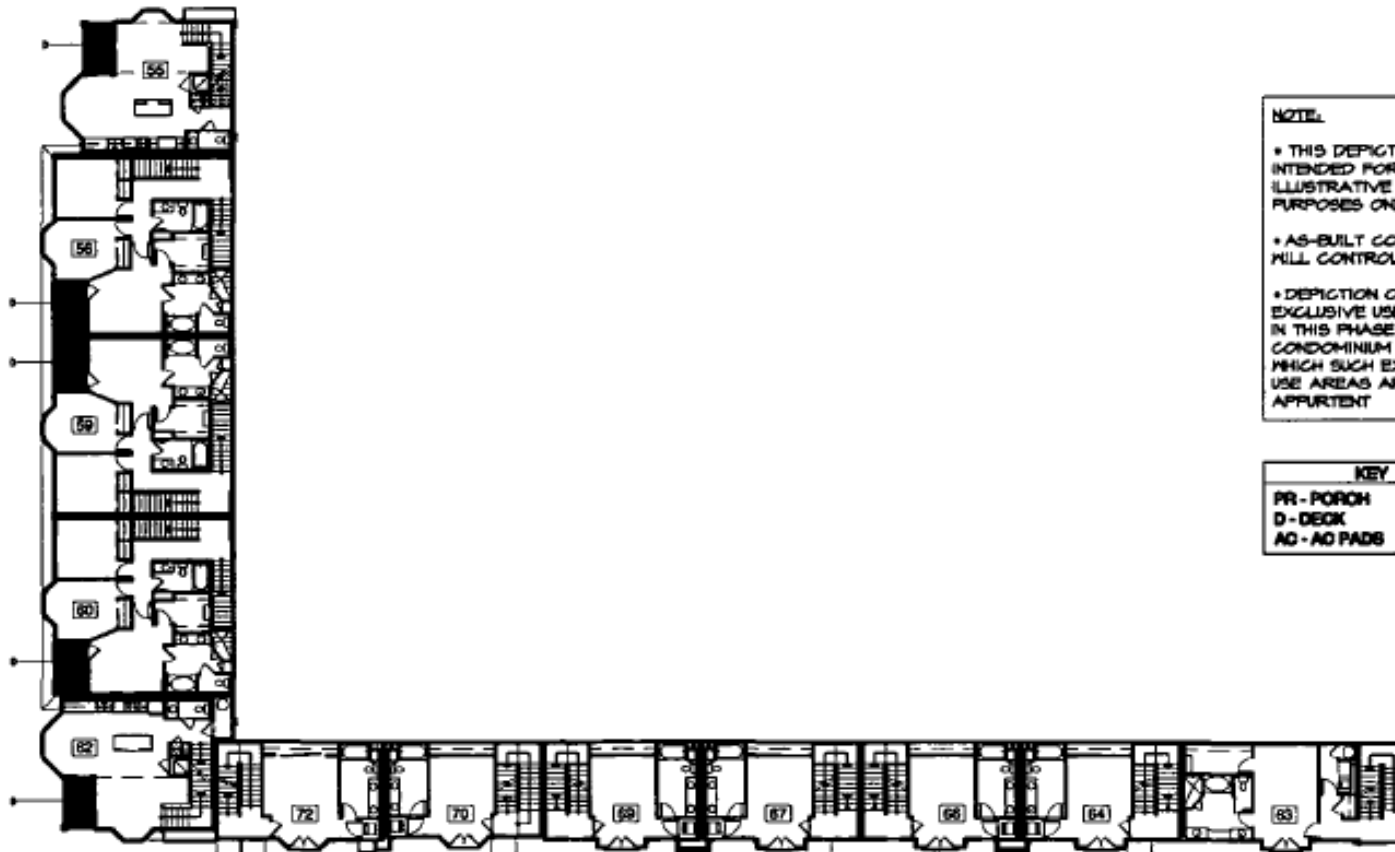
TCA JOB NO. 2004-084

NOTE

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 1



**NOTE.**

- THIS DEFINITION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL.
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT

**KEY**

PR - PORCH  
 D - DECK  
 AD - AD PADS

**PHASE 5 - LEVEL TWO**

**TCA**  
 THOMAS COLLETT ARCHITECTS, INC.

18782 MACARTHUR BLVD  
 SUITE 300  
 IRVINE, CA 92614  
 PHONE: 949 862 0210

800 WILSHIRE BLVD  
 SUITE 1419  
 LOS ANGELES, CA 90017  
 PHONE: 213 553 1100

**COLORADO COMMONS**

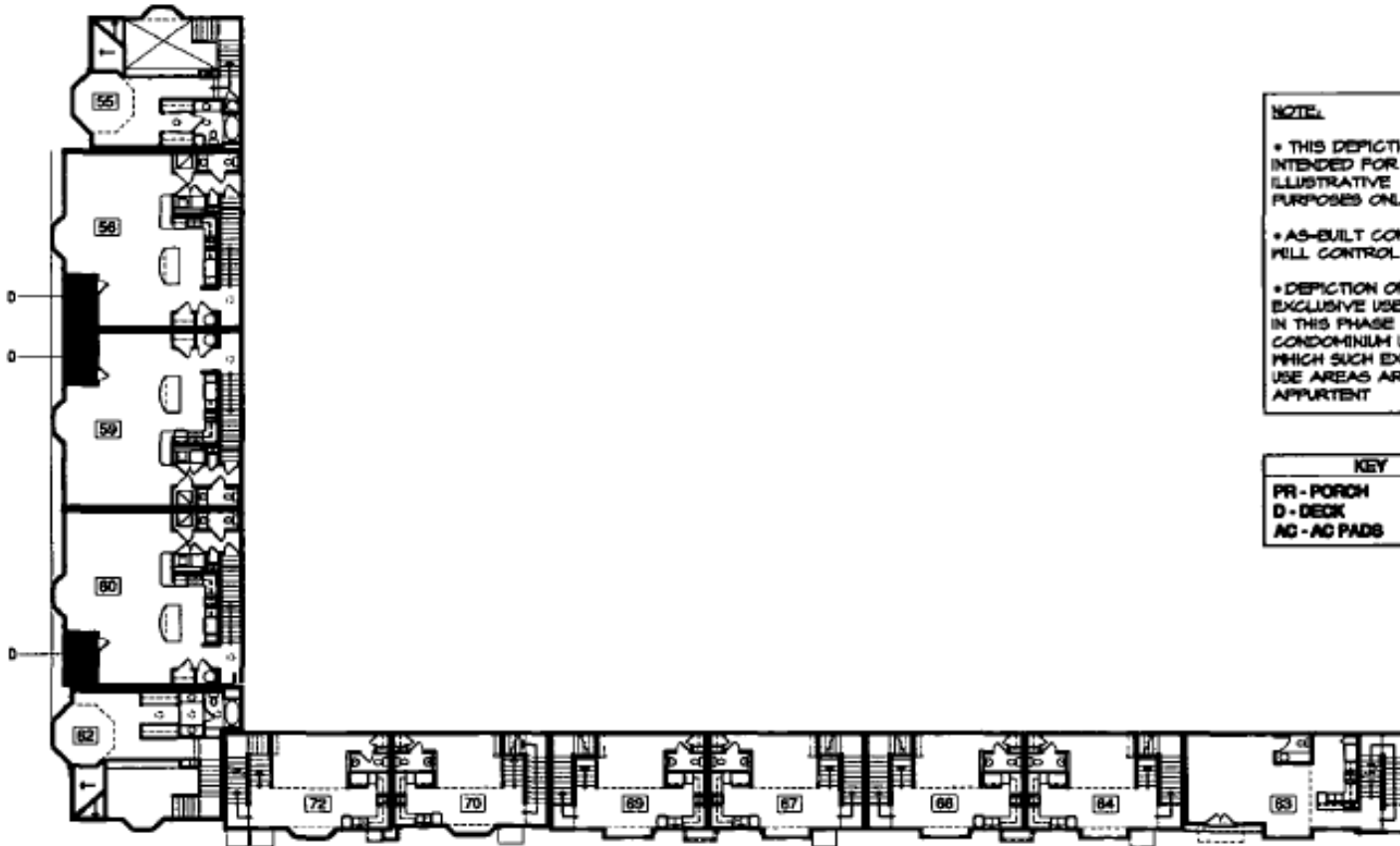
TCA JOB NO. 2004-084

NOTE: \_\_\_\_\_

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 2



**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 5 - LEVEL THREE**



10710 MAUNTHURST BLVD  
 SUITE 200  
 IRVINE CA 92617  
 PHONE 949 892-6270

600 WILSHIRE BLVD  
 SUITE 1410  
 LOS ANGELES CA 90017  
 PHONE 213 633-1100

**COLORADO COMMONS**

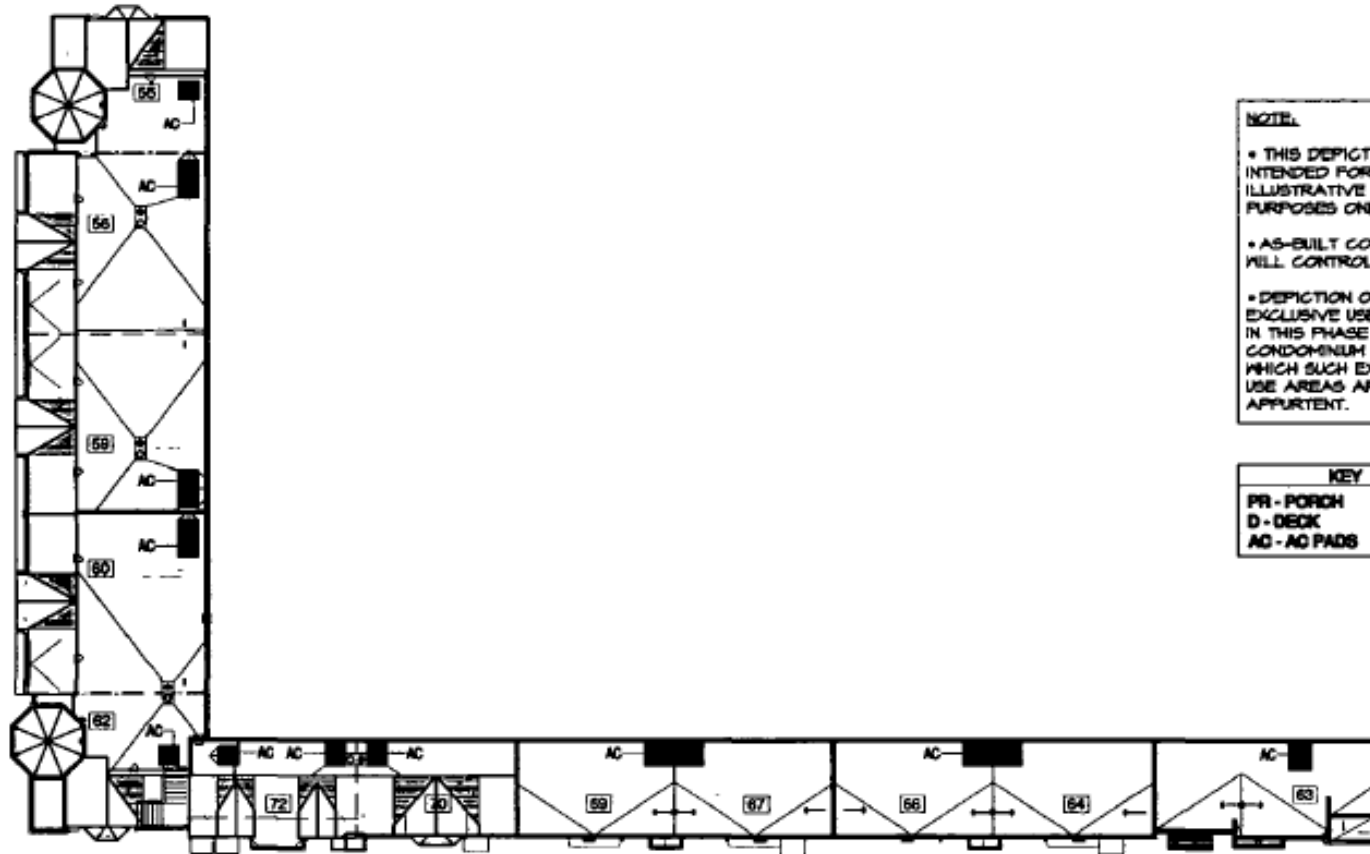
TCA JOB NO. 2004-084

NOTE:

Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 3



**NOTE:**

- THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY
- AS-BUILT CONDITIONS WILL CONTROL
- DEPICTION OF THE EXCLUSIVE USE AREAS IN THIS PHASE AND THE CONDOMINIUM UNITS TO WHICH SUCH EXCLUSIVE USE AREAS ARE APPURTENT.

**KEY**

PR - PORCH  
 D - DECK  
 AC - AC PADS

**PHASE 5 - LEVEL FOUR (MEZZANINE / LOFT)**

**TCA**  
 THOMAS G. ARCHITECTS, INC.

1870 MARLBOROUGH BLVD  
 SUITE 300  
 IRVINE, CA 92614  
 PHONE 949 852-0270

800 WILSHIRE BLVD  
 SUITE 1470  
 LOS ANGELES, CA 90017  
 PHONE 213 563-1100

**COLORADO COMMONS**

TCA JOB NO. 2004-084

NOTE:

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Dec. 19, 2007

**EXHIBIT 'EUA'**

Pg. 4

1

**EXHIBIT "MA"**

2

**DEPICTION OF THE MAINTENANCE AREAS**

3

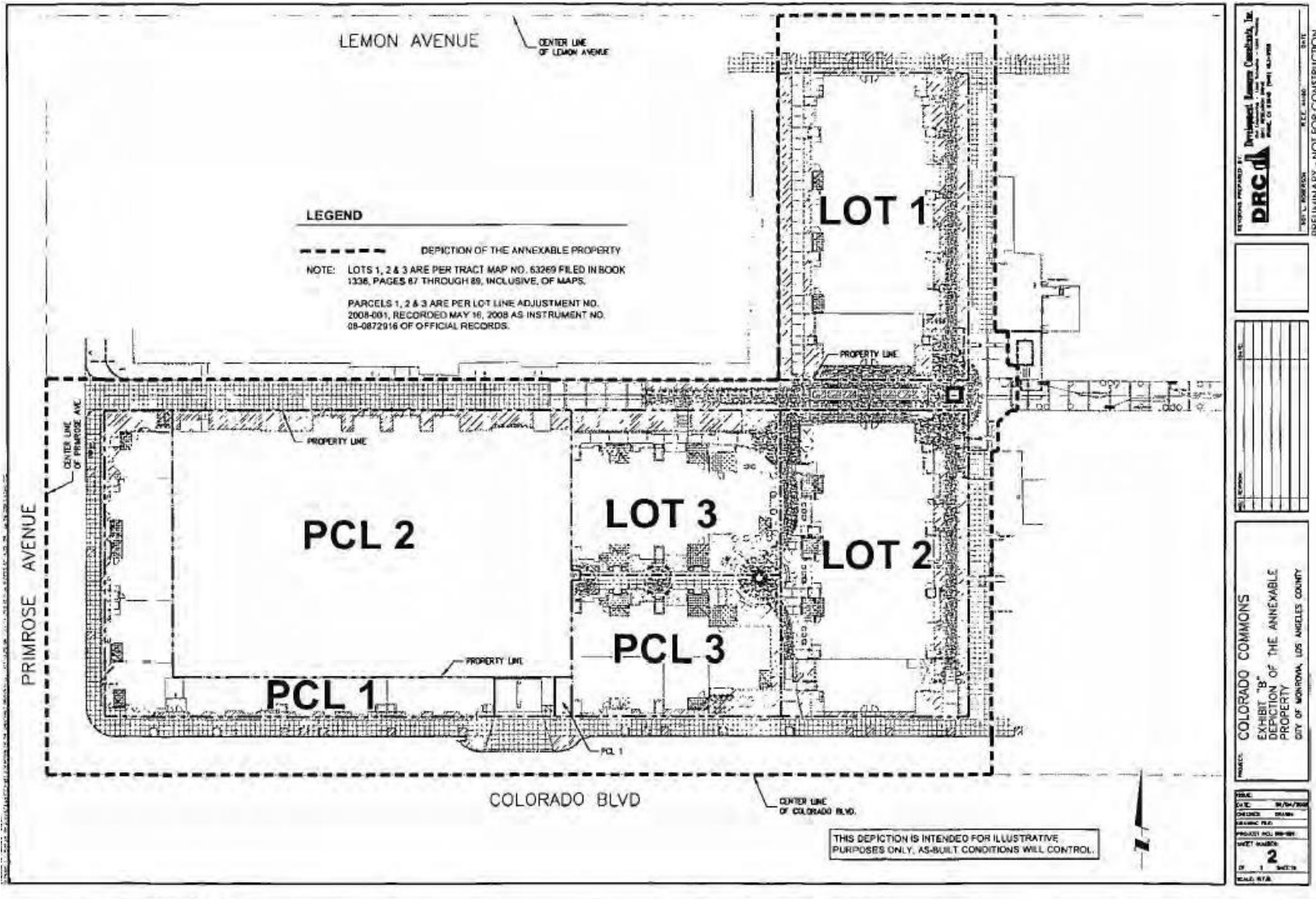
The Maintenance Areas consist of those certain water quality facilities (i.e., the hydro-

4

dynamic vortex separator device and adjacent junction box and lateral) which are located in

5

Colorado Boulevard as generally depicted on page 2 of this Exhibit.



DESIGNED BY: **DRC**  
Development Resource Consultants, Inc.  
10000 Wilshire Blvd., Suite 200  
Beverly Hills, CA 90210  
Tel: 310.274.1111  
Fax: 310.274.1112

DATE: 05/16/09  
SHEET: 2 OF 1

PRELIMINARY - NOT FOR CONSTRUCTION

NO.	DATE	REVISION

PROJECT: COLORADO COMMONS  
EXHIBIT "B"  
DEPICTION OF THE ANNEXABLE PROPERTY  
CITY OF MONROVIA, LOS ANGELES COUNTY

1  
2  
3  
4  
5

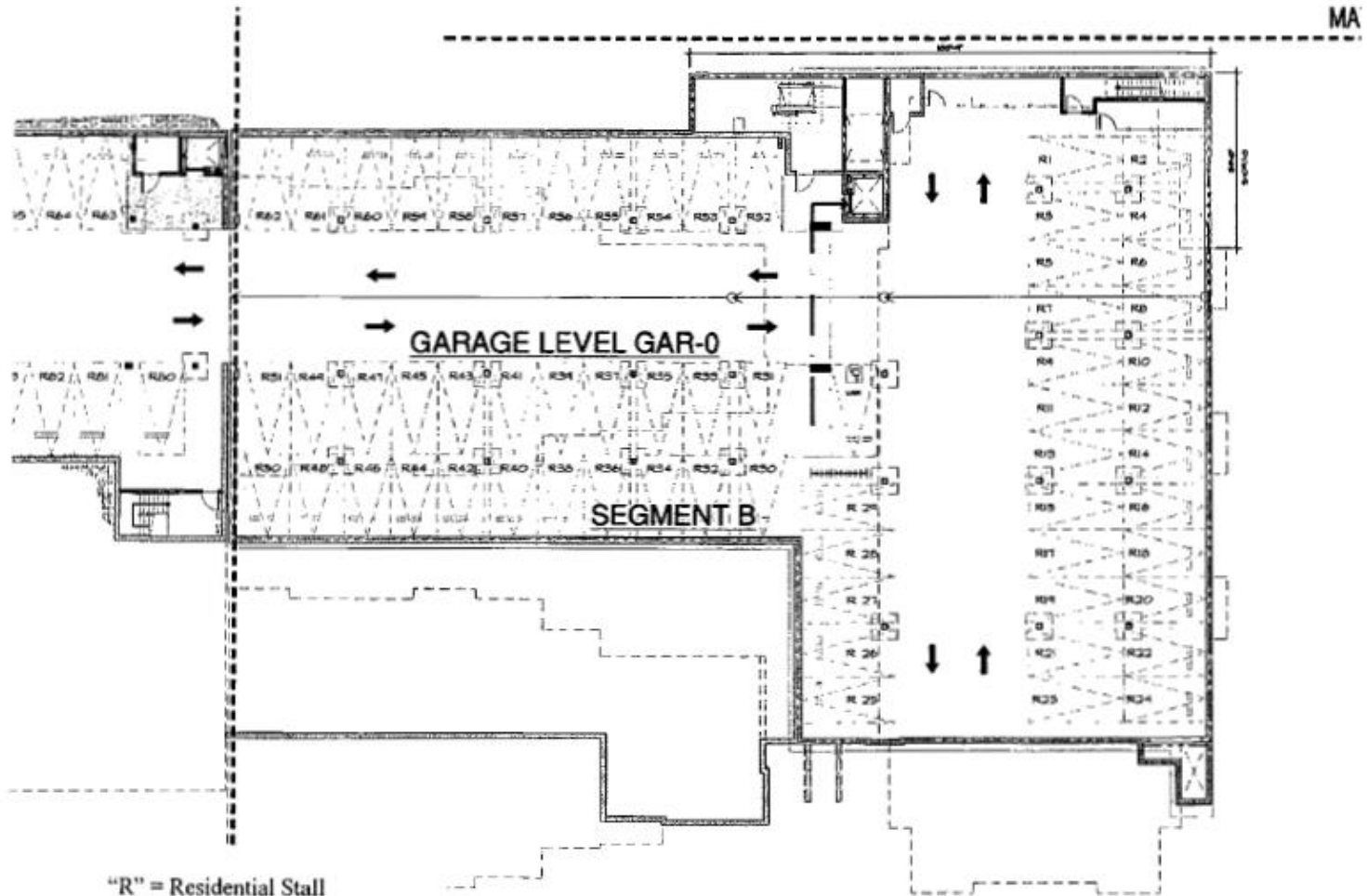
**EXHIBIT “PP”**

**DEPICTION OF THE EXCLUSIVE USE AREA PARKING SPACES**

(See the attached)



"This depiction is intended for illustrative purposes only. As-built conditions will control."



- "R" = Residential Stall
- "G" = Residential Guest Stall
- "P" = Public Stall

**BUILDING 4**

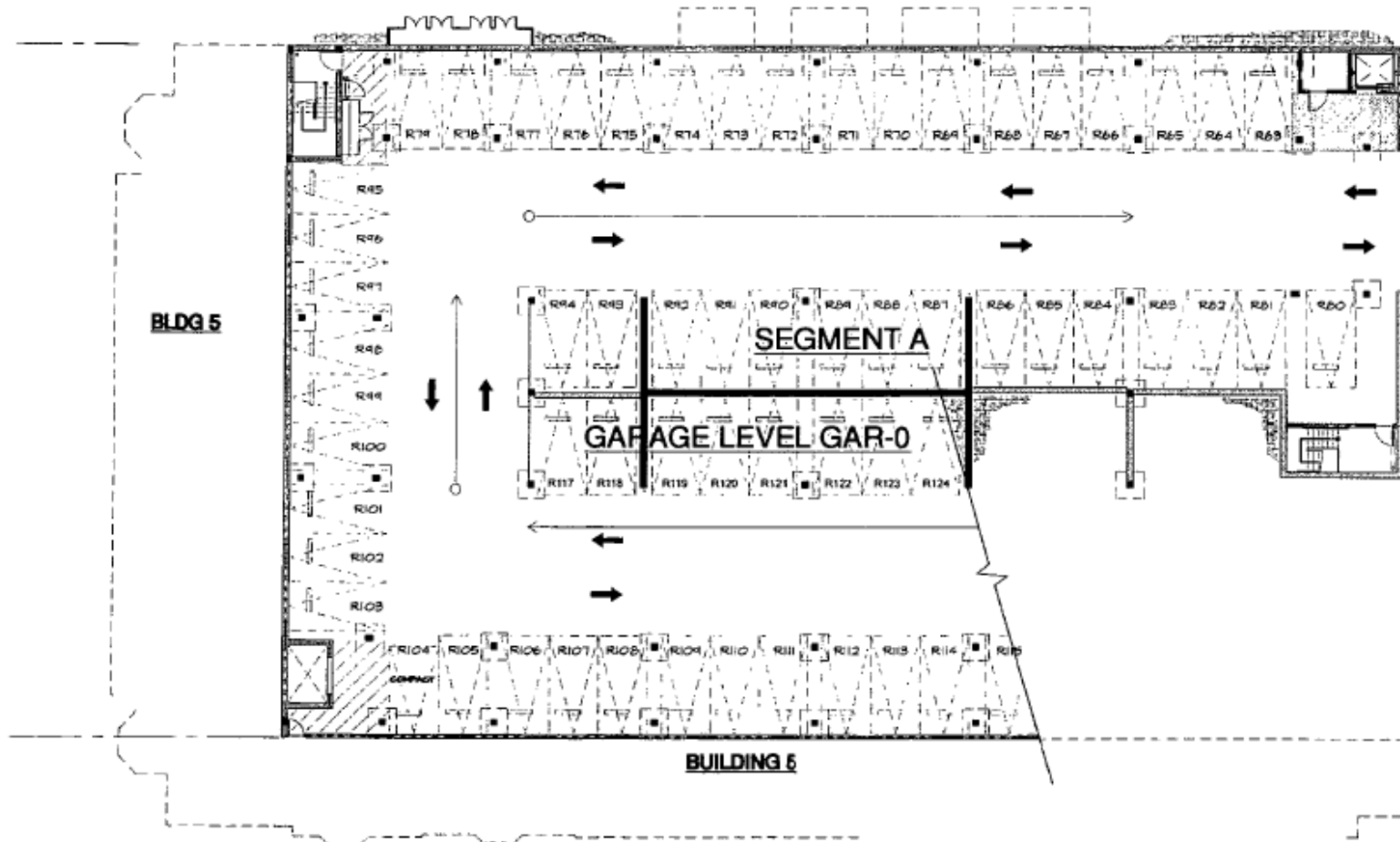
NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. THE AS-BUILT CONDITIONS WILL CONTROL.

199

Exhibit "PP" – Depiction of the Exclusive Use Area Parking Spaces

"←" (arrows) represent drive aisles

"This depiction is intended for illustrative purposes only. As-built conditions will control."



NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. THE AS-BUILT CONDITIONS WILL CONTROL.

"R" = Residential Stall

"G" = Residential Guest Stall

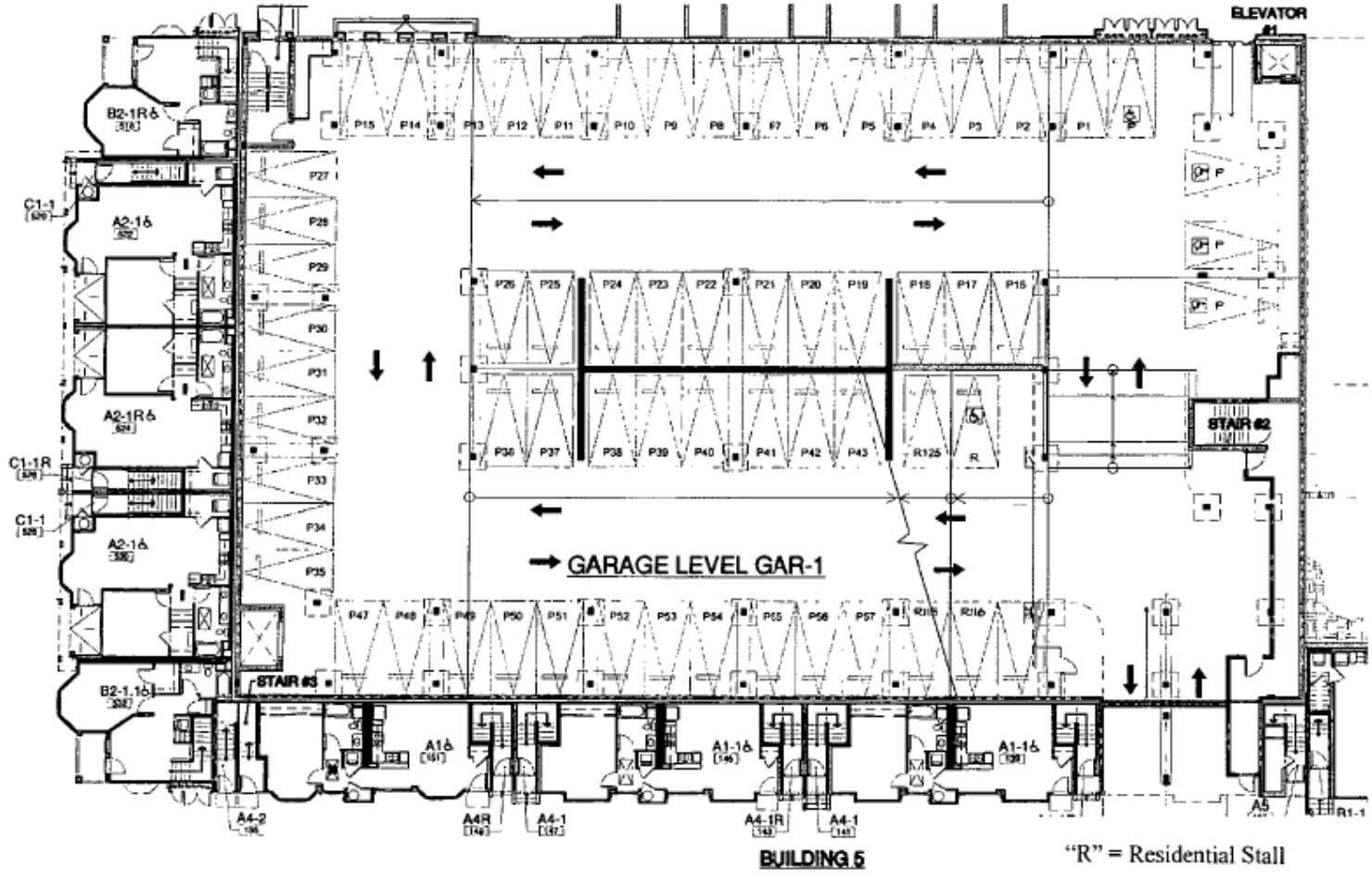
"P" = Public Stall

200

Exhibit "PP" - Depiction of the Exclusive Use Area Parking Spaces

"←" (arrows) represent drive aisles

"This depiction is intended for illustrative purposes only. As-built conditions will control."



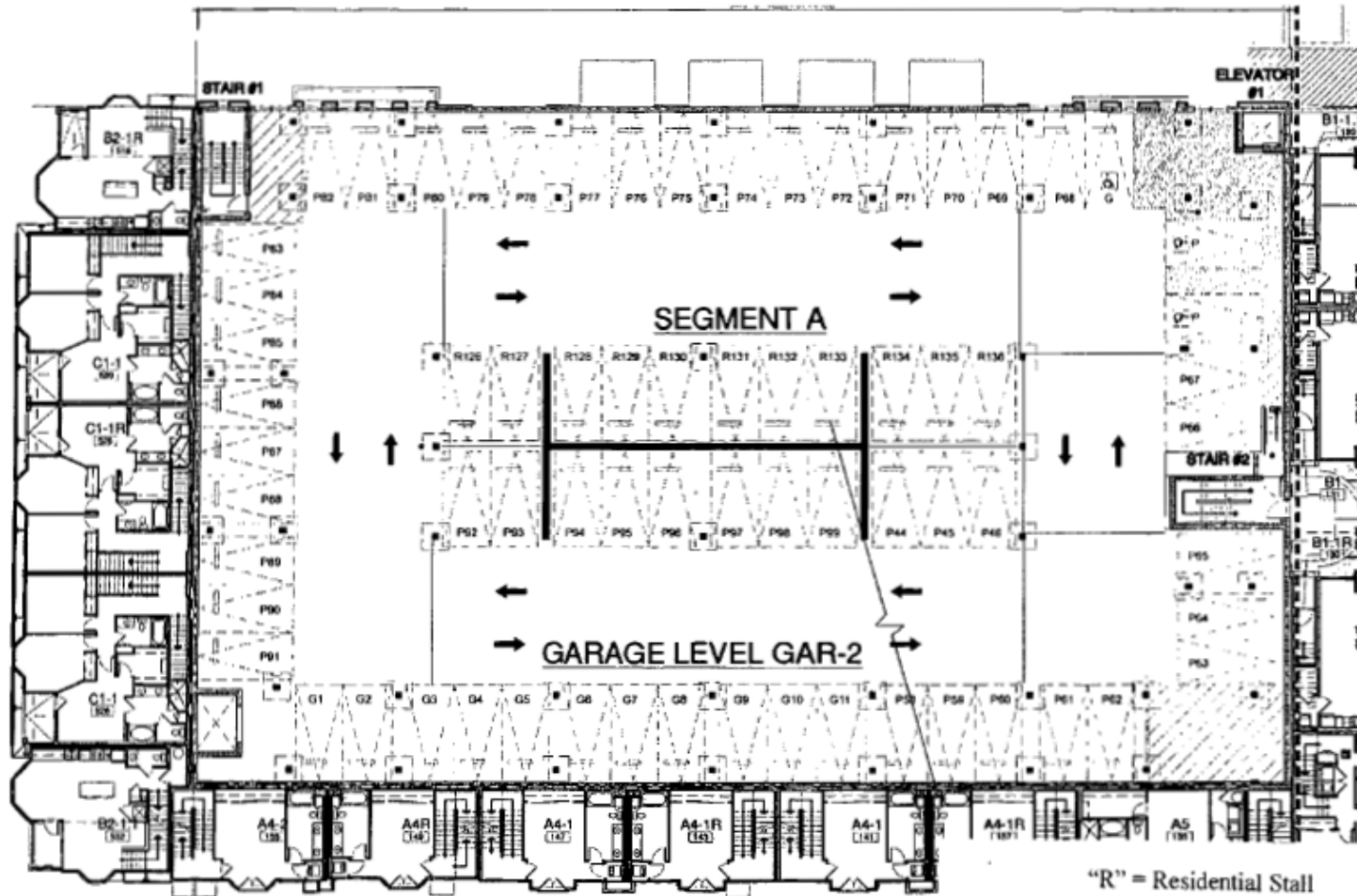
NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. THE AS-BUILT CONDITIONS WILL CONTROL.

- "R" = Residential Stall
- "G" = Residential Guest Stall
- "P" = Public Stall

Exhibit "PP" - Depiction of the Exclusive Use Area Parking Spaces

"←" (arrows) represent drive aisles

"This depiction is intended for illustrative purposes only. As-built conditions will control."



NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. THE AS-BUILT CONDITIONS WILL CONTROL.

BUILDING 5

- "R" = Residential Stall
- "G" = Residential Guest Stall
- "P" = Public Stall

202

Exhibit "PP" - Depiction of the Exclusive Use Area Parking Spaces

"←" (arrows) represent drive aisles

"This depiction is intended for illustrative purposes only. As-built conditions will control."

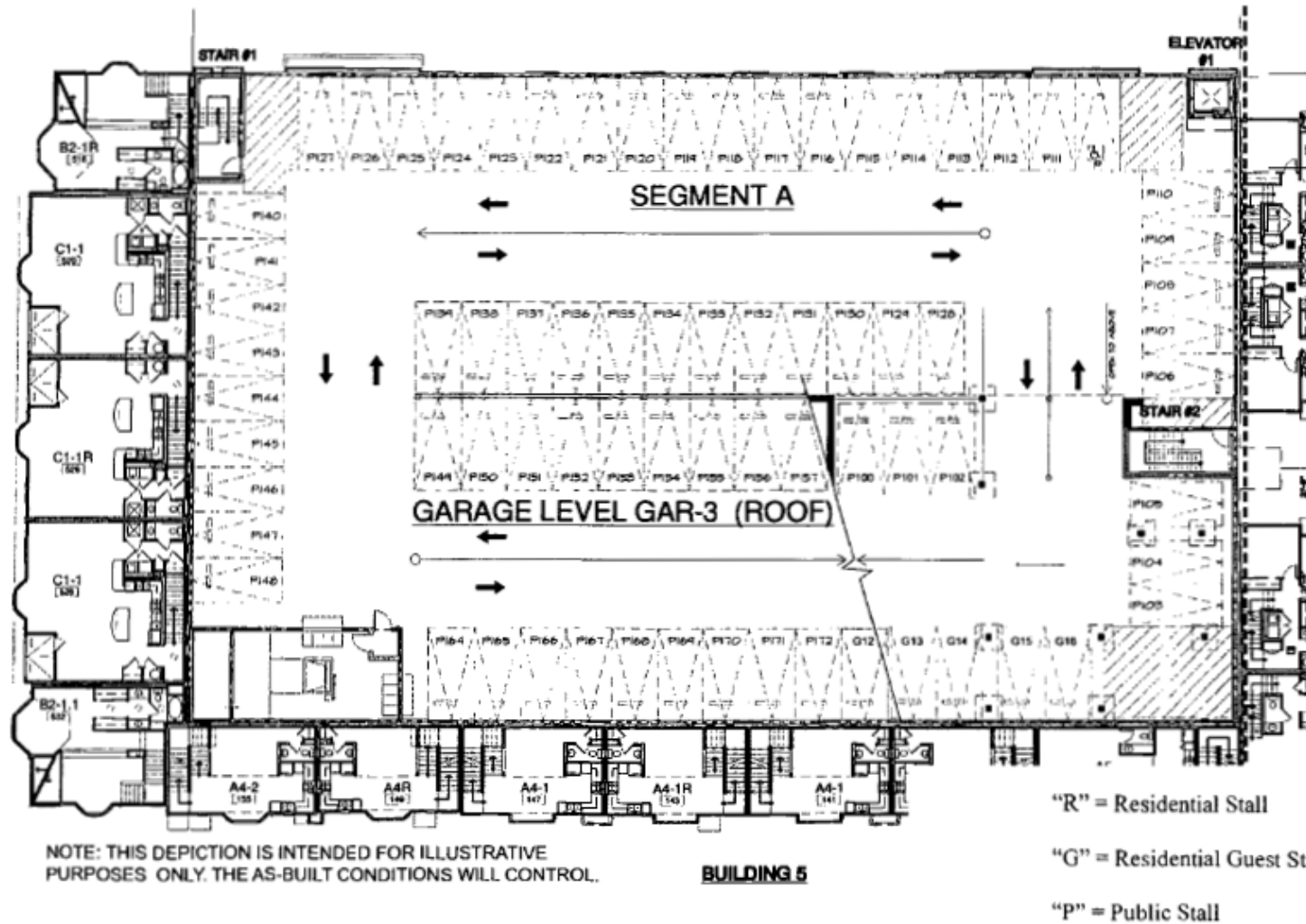
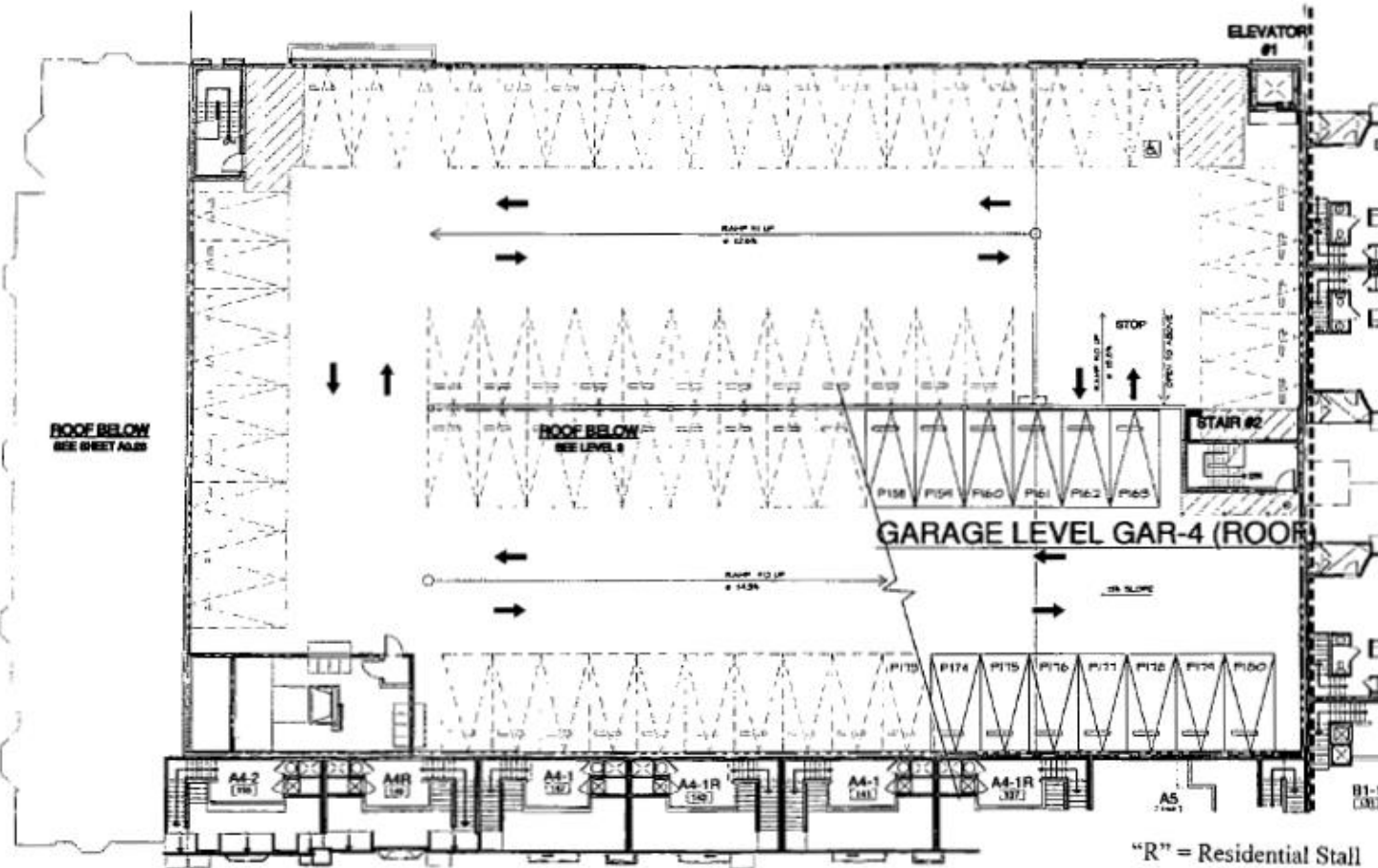


Exhibit "PP" - Depiction of the Exclusive Use Area Parking Spaces

"←" (arrows) represent drive aisles

"This depiction is intended for illustrative purposes only. As-built conditions will control."



NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. THE AS-BUILT CONDITIONS WILL CONTROL.

BUILDING 5

- "R" = Residential Stall
- "G" = Residential Guest Stall
- "P" = Public Stall

202

**EXHIBIT “PPA”**

**EXCLUSIVE USE AREA PARKING SPACES AND CONDOMINIUM UNITS TO WHICH THEY ARE APPURTENANT**

**1. By Condominium Unit**

<b>CONDOMINIUM UNIT</b>	<b>APPURTENANT PARKING SPACES</b>	
C125	R97	R124
C127	R19	R20
C129	R116	R132
C131	R3	R4
C135	R38	R39
C137	R79	R113
C139	R105	R129
C141	R109	R133
C143	R72	R114
C145	R106	R134
C147	R78	R107
C149	R30	R31
C151	R55	R126
C153	R77	R131
D502	R52	R108
D504	R25	R26
D506	R60	R127
D508	R87	R88
D510	R7	R8
D512	R21	R22
D514	R59	R128
D516	R34	R35
D518	R50	R51
D520	R46	R47
D522	R90	R91
D524	R9	R10
D526	R67	R68
D528	R63	R64
D530	R95	R96
D532	R123	R125
F501	R42	R43
F503	R40	R41
F505	R112	R118
F507	R93	R94

<b>CONDOMINIUM UNIT</b>	<b>APPURTENANT PARKING SPACES</b>	
F509	R36	R37
F511	R121	R122
F513	R53	R130
F515	R1	R2
F521	R82	R115
F523	R32	R33
F525	R85	R86
F527	R11	R12
F529	R75	R76
F531	R81	R80
F533	R71	R84
F535	R65	R92
O122	R119	R120
O124	R70	R83
O125	R17	R18
O126	R23	R24
O127	R48	R49
O128	R5	R6
O129	R66	R69
O130	R44	R45
O131	R15	R16
P518	R62	R89
P520	R110	R117
P522	R98	R136
P524	R100	R135
P526	R103	R104
P528	R101	R102
P530	R13	R14
P532	R99	R111
W122	R28	R29
W124	R73	R74
W126	R54	R56
W128	R27	R61
W130	R57	R58

**EXHIBIT “PPA”**

**EXCLUSIVE USE AREA PARKING SPACES AND CONDOMINIUM UNITS TO WHICH THEY ARE APPURTENANT**

**2. By Parking Space**

<b>PKG SPACE</b>	<b>CONDO UNIT</b>
R1	F515
R2	F515
R3	C131
R4	C131
R5	O128
R6	O128
R7	D510
R8	D510
R9	D524
R10	D524
R11	F527
R12	F527
R13	P530
R14	P530
R15	O131
R16	O131
R17	O125
R18	O125
R19	C127
R20	C127
R21	D512
R22	D512
R23	O126
R24	O126
R25	D504
R26	D504
R27	W128
R28	W122
R29	W122
R30	C149
R31	C149
R32	F523
R33	F523
R34	D516

<b>PKG SPACE</b>	<b>CONDO UNIT</b>
R35	D516
R36	F509
R37	F509
R38	C135
R39	C135
R40	F503
R41	F503
R42	F501
R43	F501
R44	O130
R45	O130
R46	D520
R47	D520
R48	O127
R49	O127
R50	D518
R51	D518
R52	D502
R53	F513
R54	W126
R55	C151
R56	W126
R57	W130
R58	W130
R59	D514
R60	D506
R61	W128
R62	P518
R63	D528
R64	D528
R65	F535
R66	O129
R67	D526
R68	D526

<b>PKG SPACE</b>	<b>CONDO UNIT</b>
R69	O129
R70	O124
R71	F533
R72	C143
R73	W124
R74	W124
R75	F529
R76	F529
R77	C153
R78	C147
R79	C137
R80	F531
R81	F531
R82	F521
R83	O124
R84	F533
R85	F525
R86	F525
R87	D508
R88	D508
R89	P518
R90	D522
R91	D522
R92	F535
R93	F507
R94	F507
R95	D530
R96	D530
R97	C125
R98	P522
R99	P532
R100	P524
R101	P528
R102	P528

<b>PKG SPACE</b>	<b>CONDO UNIT</b>
R103	P526
R104	P526
R105	C139
R106	C145
R107	C147
R108	D502
R109	C141
R110	P520
R111	P532
R112	F505
R113	C137
R114	C143
R115	F521
R116	C129
R117	P520
R118	F505
R119	O122
R120	O122
R121	F511
R122	F511
R123	D532
R124	C125
R125	D532
R126	C151
R127	D506
R128	D514
R129	C139
R130	F513
R131	C153
R132	C129
R133	C141
R134	C145
R135	P524
R136	P522



1 EXHIBIT "PU"

2 **PERMITTED, CONDITIONALLY PERMITTED AND PROHIBITED USES OF THE LIVE/WORK**  
3 **AND COMMERCIAL CONDOMINIUM UNITS**

4 **LIVE/WORK**

5 **Prohibited Uses**

- 6 • Adult Entertainment  
7 • Ambulance Services  
8 • Automotive repair, painting, body/ fender work, upholstery, detailing, washing including motorcycles, trucks, trailers and  
9 boats  
10 • Body piercing  
11 • Dentist  
12 • Funeral Chapel or Home  
13 • Fire Arms manufacturing or sales  
14 • Garment Manufacturing  
15 • Gunsmith  
16 • Massage therapist, unless the therapist has procured a massage technician's license and a massage business license as needed  
17 from LAPD  
18 • Medical Physician (non-psychiatric), except as secondary office which is not used for general practice of medicine  
19 • Food and beverage sales or services  
20 • Public sales or for instructional classes or any other use relying upon access to the Unit by members of the general public  
21 • Hazardous activities including but not limited to welding, the use of an open flame or the storage of flammable fluids or other  
22 flammable materials within any Live/Work Unit

23 **Allowable Uses**

- 24 • Accountants, architects, artists and artisans, attorneys, computer software and multimedia related professionals, consultants,  
25 engineers, fashion, graphic, interior and other designers, insurance, real estate and travel agents, photographers and similar  
26 occupations

27 Furthermore, the business operated within a Live/Work Unit shall be subject to the following:

- 28 a) The business must be operated solely within Live/Work Unit and not upon any of the Association Property;  
29 b) The business is limited to the rendering of professional services or other similar activities  
30 c) The operation of the business must be permitted by and is at all times be compliance with all applicable laws  
31 d) The operation of the business does not result in:  
32 (i) The violation of any of the provisions of the governing documents of the Development  
33 (ii) Any significant increase in the use of the Association Property or the Improvements thereon by  
34 invitees or guests of the Live/Work resident  
35 (iii) The creation of any noticeable odors, noise or vibration outside the Live/Work Unit  
36 (iv) Any negative impact on the rate or availability of insurance for the Project

1 **COMMERCIAL**

2 **Prohibited Uses**

3 No use or operation shall be made, conducted or permitted on or with respect to all or any part of the Project, which use or  
4 operation violates applicable laws or the provisions of this Declaration. In addition to the foregoing, no Commercial  
5 Condominium or any part of the Project shall be used for an activity or purpose considered by the Association to pose a safety  
6 hazard or health risk within the Project. The following examples may be used by the Board when making this determination,  
7 but the Board shall not be limited by these examples:

- 8 • Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness
- 9 • Any noxious; hazardous, toxic, caustic, explosive or corrosive fuel, gas or other substance
- 10 • Any fire, explosion or other damaging or dangerous hazard, including the storage or sale of explosives or fireworks
- 11 • Any distillation or refinery facility (excepting therefrom any microbrewery or similar business
- 12 • Firearms / ammunition (retail wholesale)
- 13 • Any dumping of garbage or refuse, except in places designated for disposal by the Association
- 14 • Any motorized vehicle repair shop
- 15 • Any indecent or pornographic uses, adult bookstore, peepshow store, "gentlemen's club, or any other similar "adult" store,
- 16 business or club; and any business devoted to sale of articles and merchandise normally used or associated with illegal or
- 17 unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine or
- 18 other controlled drugs or substances
- 19 • Any gymnasium or martial arts studio
- 20 • Any tattoo parlors or body piercing
- 21 • Maintaining, breeding or keeping of any animals
- 22 • Any secondhand store, surplus store, bankruptcy sale
- 23 • Any places of religious worship
- 24 • Any Laundromat, dry cleaning facility or store, except that a "drop off" for dry cleaning shall be permitted so long as the
- 25 actual dry cleaning is conducted at a site outside the project
- 26 • Adult Business
- 27 • Adult Day Care
- 28 • Animal boarding
- 29 • Arcade
- 30 • Medical Laboratory services
- 31 • Mobile office unit
- 32 • Recreational facilities
- 33 • Installation or use of a gas or electric grill
- 34 • Second hand dealers/pawnshop
- 35 • Swap meet (indoor)
- 36 • Tattoo Parlor
- 37 • Theme shopping
- 38 • Veterinary services
- 39 • Automobile: accessory services, radio installation, window tinting, parking, parking structure, transitional, rentals on-site,
- 40 repair (light), repair (heavy), sales, service station, storage
- 41 • Car wash
- 42 • Bar
- 43 • Construction services
- 44 • Entertainment facilities
- 45 • Family day care home (small/large)
- 46 • Fortunetelling
- 47 • Funeral services
- 48 • Hotel/Motel
- 49 • Live/Work Studios

50 **Permitted Uses**

- 51 • Administrative/Professional Services (i.e. architects, physicians, real estate)
- 52 • Alcoholic beverage sales (within 500 ft. of specific uses)
- 53 • Medical out-patient
- 54 • Retail sales (indoor)
- 55 • Retail sales (outdoor)
- 56 • Service, commercial
- 57 • Athletic clubs/Health Spa
- 58 • Business support services
- 59 • Childcare services
- 60 • Communication services
- 61 • Convenience services
- 62 • Financial institution
- 63 • Food and beverage sales or services not requiring the use of a gas or electric grill
- 64 • Instructional services

**EXHIBIT “SP”**

**“SIGN PROGRAM FOR THE LIVE/WORK  
AND COMMERCIAL CONDOMINIUM UNITS”**

(See the attached)



## DEVELOPMENT GUIDELINES SIGN STANDARDS

Planning Division

### DEFINITIONS

Zones and special uses on the following chart shall be defined as follows:

1. "HC-D" shall mean the Historic Commercial-Downtown Zone
2. "Foothill Blvd." shall mean those non-residential properties fronting on Foothill Blvd.
3. "Shopping Center" shall mean those retail centers with common parking
4. "Service Station" shall mean Automobile Service Station
5. "Business Parks" shall mean non-retail multi-tenant business, office and industrial complexes
6. "Office Building 3+" shall mean office buildings with three or more stories in height
7. "Auto Center" shall mean PD Area 10
8. "All Others" shall mean the NC, C-R/S, O/RD/LM, BE, M, RH and PD zones excluding the above special uses

### Sign Types and Symbols

The explanations of sign types are listed immediately following the chart. "P" means the sign is permitted subject to Development Review Committee review. "PN" means that the sign is permitted without DRC review, "CUP" means sign requires a conditional use permit from the Planning Commission, a "blank" means the sign is not permitted.

**\* Please Note: the Zoning Code is now available on-line at [www.ci.monrovia.ca.us](http://www.ci.monrovia.ca.us). It is Title 17 of the Monrovia Municipal Code.**

	HC-D	Foothill Blvd.	Shopping Center	Service Station	Business Parks	Office Bldg. 3+	Auto Center	All Others
<b>Wall Mounted</b>								
Awning	P	P						P
Wall	P	P	P	P	P	P	P	P
Graphic	P	P	P		P		P	P
Marquee	P	P						P
Projecting Sidewalk	P	P	P					P
Projecting Wall Mounted	P							
Rear Entrance Sign	P							
<b>Monument</b>								
Identification Monument	P	P	P		P	P	P	P
ID Monument for Detached Buildings			P					
Tenant Directory			P		P	P		
<b>Freeway Mounted</b>								
Elevated Center ID			P					
Freestanding							P	P
Freestanding Freeway			CUP				CUP	
<b>Window Mounted</b>								
Permanent	P	P						P
Temporary	PN	PN	PN	PN				PN
<b>Specialty Type</b>								
Balloon		P	P				PN	P
Sidewalk	P	P						P
Temporary Display	P	P	P				PN	P

	HC-D	Foothill Blvd.	Shopping Center	Service Station	Business Parks	Office Bldg. 3+	Auto Center	All Others
Service Station								
Emblem & Price Monument				P				
Emblem & Price Pole				P				
Emblem Dispensing Island				P				
Other type								
Construction	PN	PN	PN	PN	PN	PN	PN	PN
Directional/ Instructional		P	P		P		P	P
Future Tenant ID	PN	PN	PN		PN	PN		PN
Real Estate	PN	PN	PN	PN	PN	PN	PN	PN

Permitted sign types and sizes, in all non-residential zones, any permitted non-residential use in the RH (Residential High Density) and any non-residential use in the PD (Planned Development) zones shall be as follows:

1. **Awning Signs** - Shall be restricted to the business name and street numbers on the valance. In the HC-D zone, a single horizontal list, product or service description may also be provided on the valance if not inherent in the business name and also provided that there are no window signs. Being restricted to the valance front, shall not exceed 50% of the valance width, the lettering restricted to 66% of the height of the valance, which shall be restricted to 18 inches.
2. **Building Wall Signs** - a. Shall be allowed on the building face at the front and/or entrance of each business and/or on the building wall fronting a major or secondary highway. The vertical distance to the bottom of the background area from grade shall be established by the Development Review Committee.  
b. **Size** - In the HC-D Zone on the building face and/or entrance shall not be greater than a three foot high background and two foot high letters nor have a total length that exceeds two-thirds the total width of the business upon which it is to be placed. Building wall signs for office buildings with three or more stories shall not exceed five percent of the wall face of the first two stories. For all others, such signs on the building face and/or entrance of each building and/or on the building wall signs on the face and/or entrance of each building and/or on the building wall fronting a major or secondary highway shall not exceed five percent of the total wall face.
3. **Graphic Signs** - a. Excluding any lettering, shall be allowed provided the sign face is designed as a graphic representation of the goods or services provided at the particular establishment, e.g., a boot to advertise a shoe repair shop.  
b. **Size** - a graphic sign shall not exceed three percent of the total building face area.
4. **Marquee Sign** - a. One marquee sign shall be allowed on the building face or entrance of a playhouse or theater. The vertical distance to the bottom of the background area from grade shall be established by the Development Review Committee. Marquee signs shall be restricted to playhouses and theaters and shall be solely permitted in lieu of a building face sign. However, said signs shall not be permitted in the R-H Residential High Density Zone regardless of use.  
b. **Size**. Signs on the building face or entrance of each theater or playhouse shall not exceed five percent of the total wall face.
5. **Projecting Sidewalk Signs** - a. One redwood sandblasted, hand carved, or architecturally designed equivalent sidewalk sign for each business shall be allowed to face pedestrian traffic hanging from a canopy or an architectural projection over a pedestrian walkway. A redwood sandblasted, hand carved, or architecturally equivalent "Open" sign shall be allowed to hang beneath the sidewalk sign.  
b. **Size**. No part of a projecting sidewalk sign shall provide a vertical clearance of less than 7'-6" from the highest sidewalk surface. However, said signs shall not be permitted in the R-H, Residential High Density Zone, regardless of use. A sidewalk sign shall not have greater dimensions than eighteen inches by three feet.
6. **Halo Lit Signs**.  
a. One Halo lit sign, in lieu of a Building wall sign, shall be allowed per business, subject to review and approval by the Development Review Committee.

- b. Size - Letters shall not exceed 2 feet in Height and total length shall not exceed two-thirds the total width of the business upon which it is placed.
7. **Projecting Wall Signs**
    - a. Allowed in lieu of a building wall sign and or Halo lit sign, subject to review and approval by the Development Review Committee.
    - b. Size. The projecting wall sign shall be a maximum of 2' by 4'.
  8. **Rear Entrance Signs**
    - a. One rear entrance sign per business shall be allowed per business, subject to review and approval by the Development Review Committee.
    - b. Size. The rear entrance sign shall be no wider than 50 percent of the business width and not more than two feet in height.

#### MONUMENT SIGNS

1. **Identification Monument Sign** - a. One monument sign shall be allowed for business identification (one per street frontage for shopping center and auto center) incorporated in a landscaped area the size of which shall be equivalent to the total sign area but in no case shall have a dimension of less than five feet.
  - b. Size. An identification monument sign shall not exceed six feet in vertical overall height (including base) and fifty square feet in area per face except that those lots fronting Foothill Boulevard shall not exceed eight feet in overall vertical height (including base) and sixty square feet in area. The base shall not exceed two feet in height, excluding architectural treatments that do not raise the height.
2. **Identification Monument Sign for Detached Buildings.** a. One monument sign shall be allowed for business identification incorporated in a landscape area the size of which shall be equivalent to the total sign area but in no case shall have a dimension of less than five feet.
  - b. Size. An identification monument sign for detached buildings shall not exceed six feet in overall vertical height (including base) and twenty-five square feet in area per face. The base shall not exceed two feet in height, excluding architectural treatments that do not raise the height.
3. **Tenant Directory Monument Sign.** a. One tenant directory sign incorporated in a landscaped area shall be allowed in lieu of an identification sign (for shopping centers, only those set back one hundred fifty feet from a public high-of-way or shopping centers with businesses not visible from the street). The tenant directory signs shall identify the center or building and businesses within the center. A tenant directory sign shall only list center identification and the names of the businesses on the site.
  - b. Size. Said sign shall be limited to an overall maximum height of eight feet (including base) and shall not exceed sixty square feet per side for shopping centers and a maximum overall height of six feet (including base) and shall not exceed thirty square feet per side for Office Building 3+ and Business Parks.



**POLE MOUNTED SIGNS**

1. **Elevated Center Identification Sign.** a. One elevated center identification sign shall be allowed per street frontage at shopping centers with a minimum 200 foot width and minimum 300 foot depth. Such sign shall consist of a sign area elevated from the ground on two piers and incorporated in a landscaped area the size of which shall be equivalent to the total sign area but in no case shall have a dimension of less than five feet. Such sign shall list only center identification.  
 b. **Size.** Said sign shall be limited to a maximum height of twenty feet and shall not exceed 80 square feet per side in sign area.
  
2. **Freestanding Sign.** a. One freestanding sign shall be allowed on any one lot or contiguous lots which are occupied by a single business or by two or more businesses sharing common parking facilities except those lots fronting on Foothill Boulevard. Said sign shall be located in a landscaped area the size of which shall be equivalent to the total sign area but in no case shall have a dimension of less than five feet; and shall not project into a public way. Note: Only sign face change-outs shall be permitted for existing freestanding signs on Foothill Boulevard. However, said signs shall not be permitted in the RH, Residential High Density Zone, regardless of use.  
 b. **Size.** The maximum area of one side of a freestanding, or pole, sign shall be based on the lot frontage of all contiguous lots which are occupied by a single business or two or more businesses sharing common parking facilities and shall be in accordance with the following schedule; no one face shall exceed the area of the reverse face:

Frontage (in feet)	Maximum Height* (in feet)	Maximum Area per Face (in square feet)
up to 150	20	40
151 to 250	up to 20	60
	21 to 25	75
251 or more	up to 20	60
	21 to 25	75
	26 to 30	100

\* If a building is within fifty feet, the sign cannot exceed the height of the building (unless the building is less than twenty feet in height, then the sign can be a maximum of twenty feet in height).

Freestanding public service signs require a conditional use permit and shall not exceed thirty-five feet high and one hundred twenty-five square feet per face.

3. **Freestanding Freeway Identification Sign.** One freestanding freeway identification sign for parcels 1.5 acres or more may be permitted within six hundred feet of a freeway upon securing a conditional use permit from the Planning Commission pursuant to this Code. The location and dimensions of a proposed freestanding freeway identification sign (including height and sign face area) shall be subject to approval by the Planning Commission at the time a conditional use permit application for such sign is considered. Prior to the Planning Commission hearing, the Director of Community Development may require the applicant(s), at their own expense, to conduct a study of the proposed sign to determine its

optimum location and dimensions. The Planning Commission shall base its decision with respect to the location and dimensions of the sign on the reasonable needs of the business for visibility, the elevation of the adjacent freeway, existing physical obstructions such as landscaping and utility poles, the compatibility of the sign with neighboring uses, and its visual impact.

#### WINDOW-MOUNTED SIGNS

1. **Permanent Window Signs.** a. Permanent window signs shall be allowed provided that the signs are either painted directly on the window or displayed as neon tube signs, if the letter style is compatible with approved signage on the building. Alternate material may be used if the Development Review Committee determines that the sign is of comparable quality. Only the business name and/or a list of products or services not implicit in the name shall be displayed.  
b. **Size.** A window sign shall not exceed ten percent of the total window area.  
c. Neon around the windows is prohibited.
2. **Temporary Window Signs.** a. Temporary window signs to promote special sales shall be allowed with the Development Review Committee approval; provided, that the signs shall not be displayed for more than 15 days at one time and shall not exceed 60 days in one year.  
b. **Size.** Temporary window signs shall not occupy more area than twenty-five percent of the total window area of the face of the building upon which such signs are mounted.

#### SPECIALTY TYPE

1. **Balloon Sign.** a. **Non-Auto Center.** One balloon sign shall be permitted for retail uses located on a parcel of land that fronts a dedicated street provided it shall not be displayed for more than 60 days in one year; and provided it meets the following criteria:
  1. Balloon signs shall require Development Review Committee approval.
  2. Balloon signs, except those parcels fronting on Foothill Boulevard, shall be anchored to a permanent fixture and shall stand no higher than 40 feet above the ground and shall be no closer than 50 feet from the front and rear property line. Balloons may not be lighter-than-air.
  3. Balloon signs at parcels fronting Foothill Boulevard shall be anchored to a permanent fixture and shall stand no higher than 27 feet above the ground and shall be no closer than 50 feet from the front and rear property line. Balloons may not be lighter-than-air.
  4. All anchorage points and balloon installations shall require a building permit.
- b. **Auto Center.** One balloon sign, being three feet or greater in any dimension shall be allowed for any one new car sales dealership building provided it meets the following criteria:
  1. Balloon signs displayed for up to 30 days only shall be allowed without Development Review Committee approval; provided any such sign shall not be displayed more than four (4) times in one year.
  2. Balloon signs that are to be displayed for more than 30 days shall require Development Review Committee approval.

3. Balloon signs shall be anchored to a permanent fixture and shall stand no higher than 40 feet over the height of the highest building within 100 feet, and shall be no less than 50 feet from any street. Balloons may not be lighter-than-air.
  4. All anchorage points and balloon installations shall require a building permit.
2. **Sidewalk Signs.**
    - a. Eating establishments, bakeries, florists, and other businesses that have as their primary sales items perishable goods shall be allowed one sidewalk sign to be displayed in either of two locations. A wall sidewalk sign will be allowed on the wall of the building at eye level, or a freestanding sidewalk sign will be allowed to be located within two feet of the building face. The single-sided face shall consist of a chalk board or other approved material to display daily specials and a menu display may also be included on the face of the sign. The Development Review Committee shall regulate the design materials and quality of the sign and assure it is compatible with the architecture of the building. However, said signs shall not be permitted in the R-H, Residential High Density Zone, regardless of use.
    - b. **Size.** A freestanding sidewalk sign shall have a single face and have an eighteen inch by twenty-four-inch sign face and be four feet in height. A wall sidewalk sign shall have a maximum eighteen-inch-by-twenty-four-inch sign and shall be located at eye level on the building. All letter height shall be a maximum of two inches.
    - c. In the HC-D and P-D 5 zones, the Development Review Committee may approve sidewalk signs for businesses that are not eating establishments, bakeries, florists, etc. that are integrated with the theme of the business. In considering this type of sign the Development Review Committee may impose restrictions on materials, color, style, etc. to insure compatibility with the historical character of the downtown.
    - d. For all sidewalk signs, Insurance in the amount determined by the City's Risk Manager shall be required naming the City as an additional insured. An encroachment permit shall be obtained from the Department of Public Works.
  3. **Temporary Display Sign.**
    - a. In the HC-D and P-D 5 zones, one temporary sidewalk display sign, no bigger than 4 foot in height or three foot in width, to promote special sales and openings shall be allowed provided that any such sign shall not be displayed for more than 15 days at one time and shall not exceed four (4) times in one year.
    - b. **Size.** Any temporary display sign shall not exceed thirty square feet in area.
    - c. For all sidewalk signs, Insurance in the amount determined by the City's Risk Manager shall be required naming the City as an additional insured. An encroachment permit shall be obtained from the Department of Public Works.

#### **SERVICE STATION SIGNS**

1. **Service Station Emblem and Price Pole Sign.**
  - a. One pole sign that integrates both the service station emblem or trademark and the State of California mandatory price sign on the same pole in a non-contiguous manner shall be allowed at any one service station. Said sign shall be located in a landscaped area the size of which shall be equivalent to the total sign area of both emblem and price signs but in no case shall have a dimension of less than five feet; and shall not project into a public way.

- b. **Size.** The maximum area of any face of the emblem or trademark section shall be forty square feet. The maximum area of the price section, which shall not be contiguous with the emblem section, shall be twenty-five square feet. No one face shall exceed the area of the reverse face. The maximum height of said sign shall be twenty feet.
- 2. **Service Station Emblem and Price Monument Sign.**
  - a. One monument sign that integrates both the service station emblem or trademark and the State of California mandatory price sign on the same monument shall be allowed at any one service station provided that no pole sign is located on that site. Said sign shall be located in a landscaped area the size of which shall be equivalent to the total sign area but in no case shall have a dimension of less than five feet.
  - b. **Size.** The maximum area of any face shall be seventy square feet, with the price sign no larger than the emblem and shall not exceed six feet in overall vertical height (including base). The base shall not exceed two feet in height, excluding architectural treatments that do not raise the height.
- 3. **Service Station Emblem Dispensing Island sign.**
  - a. Two dispensing island signs displaying only the service station emblem or trademark shall be permitted for each dispensing island and shall be located at the island or on the canopy.
  - b. **Size.** A dispensing island sign shall not exceed six square feet.

#### OTHER TYPES

- 1. **Construction Sign.**
  - a. One construction sign denoting the architects, engineers, contractor, or other related subjects shall be permitted upon the commencement of construction and will be permitted until such time as a final inspection of the building(s) designates said structure(s) fit for occupancy, or the tenant is occupying said buildings(s), whichever occurs first.
  - b. **Size.** A construction sign shall not exceed one hundred square feet in area.
- 2. **Directional/Instructional Sign.**
  - a. Signs used to give directions to traffic or pedestrians or give instructions as to special conditions and shall be permitted in addition to the other signs listed in this section.
  - b. **Size.** Directional/instruction sign shall not exceed eight square feet in area and four feet in height.
- 3. **Future Tenant Identification Sign.**
  - a. A sign listing the name of future tenants, responsible agent, or realtor, and identification of the specific complex shall be permitted until such times a final inspection of the building(s) designates the structure(s) fit for occupancy or tenant is occupying the building(s), whichever occurs first.
  - b. **Size.** A future tenant identification sign shall not exceed twenty-four square feet in area.
- 4. **Real Estate Signs.**
  - a. Real estate signs announcing a building or unit within a building for sale, lease, or rent shall be located on the land to which the sign refers. Said signs shall not exceed two signs per street frontage and shall not require Development Review Committee approval. One additional sign per street frontage shall be permitted if signs are at least 200 feet apart.

- b. Size. For rent, sale or lease signs shall not exceed thirty-two square feet in surface area.

**17.28.110 Nonresidential signs - Sign quality for nonresidential uses.** The goal of design for signs citywide is to keep moderate, attractive and compatible styling so as not to cause erratic or disturbing distractions from the architectural character of nearby businesses. The choice of materials is left to the discretion of the applicant(s) for each shopping center or for each individual business subject to the approval of the Development Review Committee. The Development Review Committee may, after careful review, determine that any combination of materials defined in subsections A and B of this section, may or may not meet the intent and purpose of this chapter. The Development Review Committee may approve, conditionally approve, or deny any sign quality or material based on compatibility with the intent and purpose of this chapter.

- A. The following materials are recommended and desirable for establishing a sign plan for an individual business or a comprehensive sign plan for a shopping center:
  - 1. Sign face supports and standards made of resawn or rough sawn wood and/or wrought iron with painted backgrounds and lettering.
  - 2. Sign face, supports and standards made of smooth wood trimmed with painted backgrounds and lettering;
  - 3. Use of individual styrene letters on the face of the building.
  - 4. Use of wood cutouts or wrought iron silhouettes further identifying the business on any of the above.
  - 5. Sandblasted redwood.
- B. The following materials and details are less desirable, however, they may be approved by the Development Review Committee following submittal of design specifications and materials. Design and materials must be compatible with the intent and purpose of this chapter:
  - 1. Contemporary finish materials such as porcelain, enamel, aluminum and steel;
  - 2. Imitation wood or imitation marble;
  - 3. Bright gloss enamel, ore reflecting surfaces;
  - 4. Exposed "neon" tube graphics.
- C. The following materials and details are not acceptable:
  - 1. Sheet metal;
  - 2. Fluorescent paint;
  - 3. Exposed metal supports in extruded, rolled or tubular sections.
  - 4. Plywood or wood planks, painted or unpainted.

**17.28.120 Nonresidential signs - General provisions for nonresidential signs.** a. Structures supporting freestanding signs shall be designed in such a manner so as to reflect as an integral part of the design of the building (i.e. brick or stucco pilasters).

- b. All multiple tenant complexes (shopping centers, etc.) shall have approval of a comprehensive sign plan prior to any individual sign approvals. The intent and purpose of a comprehensive sign plan is to assure that the signage of a center will appear as an integral part of a center and to encourage compatibility with the center in an orderly, efficient and attractive manner.

- c. Signs visible from the exterior of any building may be indirectly lighted or shadow-lighted so that the immediate source of the illumination is not visible.
- d. Signs (except HC-D Zone) may be interior lighted, but only so that the lettering and any graphic is illuminated and all other portions are opaque; but also no signs or other contrivance shall be constructed so as to rotate, gyrate, blink or move in any animated fashion.
- e. Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site.
- f. A wall sign with the individual letters applied shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.
- g. All signs attached to a building shall be surface mounted.
- h. No roof sign of any kind shall be permitted.
- i. The sign shall in no way endanger the health and safety of the public by causing distractions to operators of motor vehicles on the streets and/or highways.
- j. All lighting shall be located and of such color that there will be no confusion with public signs or signals regulating the flow of vehicular traffic.
- k. Using the minor variance procedure as outlined in Section 17.56. The Development Review Committee shall have authority to approve a larger sign than is provided for in this chapter if a finding is made that the larger sign is in architectural harmony with the premises upon which it is to be located and is compatible with the intent and purpose of this chapter. (Ordinance 81-19 51 (part), 1981: prior code 534-3(B)(6)).

**17.28.130 Advertising Structures, Billboards, Outdoor Advertising Signs.** Advertising structures, billboards, and outdoor advertising signs structures shall not be permitted. (Ord. 81-19 51 (part), 1981: prior code 534-4)

**17.28.140 Nonconforming signs.** a. All signs which do not meet the requirements of this chapter are hereby deemed nonconforming.

- b. All nonconforming signs in the HC-D zone shall be removed and modified to conform within one year beginning on the effective date of the ordinance codified in this chapter.
- c. All other nonconforming signs may be continued, provided no additions or enlargements are made thereto and no structural alterations are made therein, excepting those required by law or ordinance. If said nonconforming sign is destroyed or removed, or ceases to be used for the use in existence of the effective date of the ordinance codified in this chapter for a period in excess of 180 days, every future sign of said premises shall be in conformity with the provisions of this chapter. (Ord. 81-19 51 (part), 1981: prior code 534-7).

**17.28.150 Sign Maintenance.** a. Signs together with their supports and appurtenances shall be kept in proper state of maintenance. The display surface of all signs shall be kept neatly painted and posted. The building official or code enforcement officer may order the removal of any sign that is not maintained in accordance with the provisions of the section.

- b. At such time as nonconforming signs fall into a deteriorated condition or disregard and are no longer in a proper state of maintenance as determined by the building official, said sign shall be removed as ordered by the building official or code enforcement officer. (Ord. 83-4 §3, 1983; prior code §34-8)

**17.28.160 Abandoned Signs.** Any sign and/or sign structure that is abandoned for 60 days by way of no longer referring or relating to the business, operation, property, or activity for which it was erected shall be removed within 30 days of such abandonment notwithstanding the provisions stated in Chapter 8.12.

**17.44.112 Outdoor Merchandise Display.** a. Outside Merchandise Display in the HC-D and PD 5 zones may be permitted subject to the following standards:

1. Review and permit required. The Development Review Committee shall review all requests and approve, approve with conditions or deny all outdoor merchandise display permits. The Business License Officer shall issue all outdoor merchandise display permits approved by the Development Review Committee. Such permits shall be valid for one year, unless revoked.
2. Renewal Process. The Business License Officer shall renew the outdoor merchandise display permit if the outdoor merchandise display permit has been operated in compliance with the Monrovia Municipal Code and conditions of approval. The required insurance shall be submitted to the Business License Officer as part of the yearly renewal. If the business has not operated the outdoor merchandise display permit in compliance with the Monrovia Municipal Code or permit, the request shall be referred to the Development Review Committee for review and determination.
3. The display shall be limited to a maximum of 50% of the length of the storefront. Doorways into the business shall not be blocked.
4. Displays are limited to six (6) feet in height.
5. An outdoor business display shall be placed adjacent to and parallel to the subject business building. An outdoor business display shall not encroach upon the building frontage of an adjacent business.
6. A minimum pedestrian clearance of 48" shall be maintained in unobstructed sidewalk area. The Development Review Committee may require more based on the location of sidewalk obstructions and pedestrian traffic volumes.
7. Displays shall not include signs or advertising materials.
8. Applicants for an outdoor business display permit must sign an Indemnification Statement holding the City harmless from any legal action resulting from placement of the display on the public sidewalk.



9. Insurance in the amount determined by the City's Risk Manager (currently \$1,000,000) shall be required naming the City as an additional insured.
10. An encroachment permit shall be obtained from the Department of Public Works.
11. Displays must reflect an appropriate level of quality and design that contributes to the distinct identity of the downtown as an historic area. The displays are limited to artwork, pottery, flowers and other items that are representations of the merchandise related to the business or other items determined by the Development Review Committee to be appropriate. Softgoods, tables with merchandise, clothing racks are prohibited.
12. Displays must be removed at the close of each business day and must be maintained in a clean and attractive condition.