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Recording Requested by
and When Recorded Mail to:

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Greenberg & Glusker
1900 Avenue of the Stars
Suite 2000
Los Angeles, Ca. 90067

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II

WHEREAS, Lincoln Property Company, a California corporation ("Declarant") is the owner of certain real property in the City of Redondo Beach, County of Los Angeles, State of California (the "Property"), more particularly described as follows:

Lot 2 of Tract No. 34435, as per map recorded in Book 917, Pages 55, 56 and 57 of Maps, in the office of the County Recorder of said County;

WHEREAS, Declarant desires and intends to subdivide and develop the Property subject to the covenants, conditions and restrictions set forth in this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are in furtherance of a plan for the subdivision and improvement of the Project and sale of Condominiums therein, (as those terms are hereinafter defined), and which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project. All of the covenants, conditions and restrictions herein set forth shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each Owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of such Owners. The Property is intended to be made subject to each and all of the provisions of Sections 1350 through 1359 of the Civil Code of California. There has been recorded or will be recorded concurrently herewith a plan (the "Condominium Plan") as required by Civil Code §1351, and this Declaration is made in compliance with Civil Code §1355.

ARTICLE I

Definitions

In addition to the terms elsewhere defined herein, the following terms shall have the following meanings whenever used in this Declaration:

1.1 Declarant. Lincoln Property Company, a California corporation, its successors and assigns.

1.2 Owner. The record owner, or owners if more than one, of a Condominium, including the Declarant. The vendee or purchaser under an installment land contract shall be deemed to be an owner for the purposes of this section.

1.3 Property. Lot 2 of said Tract No. 34435.

1.4 Project. The surface of the land within the Property, the subsurface below it and the airspace above it, together with all structures, improvements and fixtures now or hereafter constructed thereon.

1.5 Condominium. A condominium as defined in Section 783 of the California Civil Code, being an estate in real property consisting of (a) a separate fee interest in the space within a Unit, and (b) a fractional undivided 1/171st interest as a tenant in common in the Common Area.

1.6 Unit. The elements of a Condominium which are not owned in common with the other Owners. The boundaries of the Units in the Project are as shown and defined on the Condominium Plan.

1.7 Common Area. The entire Project, except those portions thereof shown and defined as Units on the Condominium Plan. Notwithstanding anything to the contrary in the Condominium Plan, the Common Area includes, with respect to any building schematically or otherwise shown on the Condominium Plan, the following to the extent that they exist in any building as originally or later erected: bearing walls, columns, vertical supports, floors, roofs, foundations, beams, balcony railings, patio walls and fences, elevator equipment and shafts, central heating, central refrigeration and central air conditioning equipment, pipes, ducts, flues, central chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within a Unit. As more fully provided in the Condominium Plan and in Paragraphs 6.7, 6.8 and 6.9 hereof, the private patios, decks and balconies, and parking spaces and storage areas appurtenant to certain of the Units are part of the Common Area. Certain Units also include enclosed garages, as shown on the Condominium Plan.

1.8 Association. Seascape II Homeowners Association, Inc., a California Corporation.

1.9 Board. The Board of Directors of the Association.

1.10 Articles; By-Laws. The Articles of Incorporation and By-Laws of the Association.

1.11 Declaration. This Declaration, as from time to time amended.

1.12 Mortgage. A mortgage or deed of trust of record encumbering a Condominium. The beneficiary of such deed of trust or the mortgagee of such mortgage is herein called the "Lender."

1.13 Condominium Management Documents. This Declaration, the Articles and By-Laws, and the Association Rules adopted from time to time as provided in Paragraph 3.5(f).

ARTICLE II

Use Restrictions

The use of the Project and each Condominium therein shall be restricted in accordance with the following provisions in addition to all other covenants, conditions and restrictions herein contained:

2.1 Residential Use. The Condominiums shall not be used except for residential purposes and for recreational and other purposes incidental to primary residential use.

2.2 Alterations. No building, fence, wall or other structure or improvement shall be constructed or maintained upon the Project, nor shall any exterior addition, change or alteration be made in, on or to the Project, or any part thereof, nor shall any one other than Declarant make any puncture or other penetration to or through any ceiling in any building located in the Project by any means (including but not limited to nails, staples, screens, or lamp or plant hangers), without the prior written approval of the Board.

2.3 Commercial Use. No part of the Project shall ever be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose; provided, however, that Declarant may operate a sales, rental and service facility or facilities at a location or locations designated by Declarant in the Project for the purpose of providing sales, rental or other services with respect to Condominiums during the period of Declarant's sales program. The foregoing restrictions shall not affect the right of any Owner to rent or lease his Condominium.

2.4 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Project except as herein provided. The Board shall, by way of Association Rules, adopt approved forms, specifying reasonable dimensions, of "for sale" and "for rent" signs and shall also designate a central location in the Common Area for posting such signs. Each Owner shall have the right to post one approved "for sale" or "for rent" sign with respect to his Condominium in the designated location. The foregoing restriction shall not apply to signs used by Declarant to advertise the Project during the sales period.

2.5 Lawful Use. No noxious, unreasonably offensive or unlawful activity shall be carried on, in or upon any Condominium or any part of the Project, nor shall anything be done thereon which may be, or may become, an unreasonable annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective Condominium, or which shall in any way increase the rate of insurance on the Project or any part thereof.

2.6 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on the Project at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicle, boat or similar equipment shall be permitted to remain within the Project unless placed or maintained within an enclosed garage, carport or other appropriate area designated therefor by the Board, or except as used by Declarant in connection with its sales program on the Project.

2.7 Animals. One domesticated dog, cat or other commonly accepted household pet, caged birds, and fish in a household aquarium may be kept and maintained in a Unit, provided such pets are kept for non-commercial purposes, and further provided such pets shall not in the opinion of the Board create an unreasonable annoyance or nuisance to the Owners. Such pets shall not be permitted in the Common Area except in accordance with the Association Rules. No other animals shall be kept, maintained or permitted on or in the Project without the written consent of the Board.

2.8 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Project, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the land within the Project or within five hundred (500) feet below such surface. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon or in the Project.

2.9 Trash Removal. All rubbish, trash and garbage shall be regularly removed from the Condominiums, and shall not be allowed to accumulate thereon. All clotheslines, garbage cans and other containers, machinery and equipment shall be kept concealed from the view of neighboring Units, streets and the Common Area.

2.10 Television and Radio Antennae. No individual radio or television receiving or transmitting antennae or external apparatus shall be installed on or upon the exterior of any Unit or any portion of the Common Area, except that the Association shall maintain in effect either a central antenna system for television and radio (with appropriate external equipment) with connections provided to each Unit via underground or internal wall wiring, or alternatively a cable antenna system provided by a company or entity duly licensed to provide such service within the City of Redondo Beach. The provisions of this Paragraph shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

2.11 Maintenance of Impact Insulation Class. The Impact Insulation Class rating of all separating floor/ceiling assemblies within the Project are of a type of construction that has a minimum rating of 65IIC (Impact Insulation Class). Where minimum insulation requirements are satisfied through the use of any floor covering or coverings, such floor covering or coverings shall not be removed for any purpose except cleaning or replacement, and, in the event of replacement, the new covering or coverings shall provide the same or a greater degree of impact insulation as that originally installed. There shall be no hard surface flooring in any Unit located on the second floor or third floor, except flooring in kitchens and bathrooms. In all carpeted areas the carpeting shall be a minimum of 24 ounce carpeting, and all carpeting shall be laid over 1/2" rebond pad or better. The provisions of this Paragraph shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

2.12 Storage. Patios, decks and balconies shall not be used for storage purposes, including but not limited to storage of parcels, boxes, crates, trash, bicycles, motorcycles, or other items. The foregoing shall not restrict an Owner from keeping a reasonable amount of outdoor furniture and related items in his patio, or balcony. No storage of any kind shall be permitted in the Common Area, except the private storage areas described in Paragraph 6.9. For example, and not by way of limitation, bicycles shall not be stored outside of a Unit, except in the private storage areas.

2.13 Water Furniture. No waterbeds, water-filled or water-supported furniture of any kind shall be kept, maintained or permitted in any Unit or otherwise in the Project. Owner will be liable for any structural or water damage caused by the violation of this restriction.

2.14 Leases. With the exception of a Lender in possession of a Condominium following a default in a First Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall lease his Condominium for transient or hotel purposes. No Owner may lease less than his entire Condominium. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Except as provided in this Paragraph, no Owner shall be restricted in leasing his Condominium. For purposes of this Declaration, a "lease" shall be defined as any agreement for the leasing or rental of a Condominium.

ARTICLE III

Management by the Association

3.1 Organization. The Association is a non-profit California corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall for any reason be amended or otherwise changed or inter-

preted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles and By-Laws as from time to time amended.

3.2 Membership. Each Owner shall be a member of the Association and shall have the rights, duties and obligations set forth in this Declaration, the Articles, the By-Laws and the Association Rules as the same may from time to time be amended. The membership of each Owner in the Association shall be appurtenant to the Condominium giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to such Condominium, and then only to the transferee of title thereto. Any transfer of title to a Condominium shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3.3 Voting.

(a) The Association shall have two (2) classes of voting members as follows:

(1) Class A members shall be all Owners, with the exception of Declarant. Class A members shall be entitled to one (1) vote for each Condominium owned; by such member.

(2) Class B members shall be Declarant. Declarant shall be entitled to three (3) votes for each Condominium owned; provided that the Class B membership shall be converted into Class A membership and shall forever cease to exist on the earlier to occur of the following events:

(A) The total outstanding votes held by Class A members equals the total outstanding votes held by Class B members:

(B) The second anniversary of the original issuance by the California Department of Real Estate of the Final Subdivision Public Report for the Project.

(b) Any Owner may attend and vote at any meeting of the Association in person, or by agent duly appointed by an instrument in writing signed by the Owner and filed with the Board of Governors. Any such appointment may be revoked at any time by written notice of the Owner of any Unit. If there is more than one record Owner of a Unit, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for those Owners present, and any duly appointed agents of Owners not present, to act unanimously in order to cast the vote to which they are entitled. In the event that joint Owners are unable to agree among themselves as to how the vote or votes shall be cast, they shall lose their right to vote on

the matter in question. If any Owner(s) cast(s) a vote representing a certain condominium, it will thereafter be conclusively presumed for that he or they were acting with the authority and consent of all other Owners of the same Condominium. The provisions of this Article shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

3.4 Duties of the Association. The Association, acting through the Board, shall have the obligation to perform each of the following duties:

(a) Subject to the provisions of Paragraph 3.7, to maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all property that may be acquired by the Association.

(b) To pay utility (including sewer service) charges with respect to the Common Area and (if not separately metered or charged) the Units.

(c) To obtain and maintain in force the policies of insurance specified in Paragraph 3.6.

(d) To pay taxes and assessments which are or could become a lien on the Common Area, or any portion thereof.

(e) To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of the Condominium Management Documents.

3.5 Powers and Authority of the Association. The Association shall have all of the powers of a corporation organized under the Nonprofit Mutual Benefit Corporation Law of the State of California, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Condominium Management Documents. The Association, acting through the Board, shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under the Condominium Management Documents, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation the power and authority:

(a) To levy assessments on the Owners and to enforce payment of such assessments, all in accordance with the provisions of Articles IV and V.

(b) To enter into or upon any Unit or the Common Area for the purpose of performing the duties of the Association, enforcing any of the provisions of the Condominium Management Documents or maintaining or repairing any area required to be maintained by an Owner if for any reason whatsoever such Owner fails to maintain or repair such area. Any such entrance into a Unit shall be after twenty-four (24) hours prior written notice to the Owner, or such greater notice as may be required

by any provision hereof; provided, however, that such entrance shall be permitted without any prior notice whatsoever in the event of an emergency.

(c) To commence and maintain actions and suits (in the name of the Association or in the name of any Owner or Owners who consent thereto) to restrain and enjoy any breach or threatened breach of this Declaration, the By-Laws, or any other instrument relating to the management and control of the Project, and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration, the By-Laws, or any such other instrument.

(d) To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Area for the purpose of sharing the use, benefits and costs of the Common Areas and for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any similar public or quasi-public improvements or facilities.

(e) To contract for materials and/or services for the Common Area or the Association, subject only to the express limitations set forth in the By-Laws.

(f) By a majority vote of the Board, and from time to time, to adopt, amend, enforce and repeal such rules and regulations as the Board shall determine to be necessary or proper for the operation of the Project (the "Association Rules"). The Association Rules shall govern the use of the Common Area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner, provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if set forth in this Declaration.

3.6 Insurance.

(a) The Association shall obtain and maintain in force comprehensive public liability insurance insuring the Association, any manager, the Declarant and the Owners, and the agents and employees of each, against any liability incident to the ownership or use of the Common Area and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1,000,000 for death of or injury to any one person and \$3,000,000 for death of or injury to more than one person in any one occurrence, and \$100,000 for property damage in any one occurrence.

(b) The Association shall also obtain and maintain in force a master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Project. Such policy and any endorsements thereon shall be in the form and content, for such term and in such company as may be satisfactory to any Lender; and, if more than one Lender has a loan of record against the Project, or any part thereof, such policy and endorsements shall meet the maximum standard of the various Lenders represented in the Project. Such policy shall contain extended coverage and replacement cost endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause, and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements in the event of partial destruction and decision not to rebuild. Such policy shall be in such amounts as shall be determined from time to time by the Board, shall name as insured the Association, the Owners and Declarant, so long as Declarant is the Owner of any of the Condominiums, and all Lenders as their respective interests shall appear, and shall contain a loss payable endorsement in favor of the Board.

(c) All insurance proceeds payable under Paragraph 3.6(b), and subject to the rights of the Lenders under Paragraph 3.6(f), shall be paid to the Board, to be held and expended for the benefit of the Owners, Lenders and others, as their respective interests shall appear. In the event repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for herein.

(d) The Board may purchase and maintain in force demolition insurance in adequate amounts to cover demolition in the event of total or partial destruction and decision not to rebuild. The Board shall also purchase and maintain workmen's compensation insurance, to the extent that the same shall be required by law, for all employees of the Project. The Board may also purchase and maintain fidelity bonds, insurance on commonly-owned personal property, directors' liability (errors and omissions) insurance, and such other insurance as it deems necessary.

(e) An Owner may carry such personal liability and property damage insurance respecting his Unit and the contents thereof as he may desire.

(f) With respect to insurance coverage under Paragraph 3.6(b), any Lender shall have the option to apply insurance proceeds payable to him in reduction of the obligation secured by his Mortgage.

(g) Notwithstanding any of the provisions of Paragraphs 3.6(a) through (f) above, the Association shall obtain and keep in force all hazard, fidelity and other insurance policies in the form and in the manner required in order to comply with section 2.103 of the Sellers' Guide For the Sale of Mortgage Loans to the Redevelopment Agency of the City of Redondo Beach dated April 26, 1979, a copy of which is attached hereto as Exhibit "B" and made a part hereof. In the event of any

conflict between Paragraphs 3.6(a) through (f) and the Sellers' Guide attached, the Sellers' Guide shall prevail. The requirements of this Paragraph 3.6(g) shall end when all 171 mortgage loans on the Property acquired by the Redevelopment Agency of the City of Redondo Beach have all been reconveyed of record. The addresses of the Servicer, Trustee and Agency, until changed on written notice hereafter to the Board, are as follows:

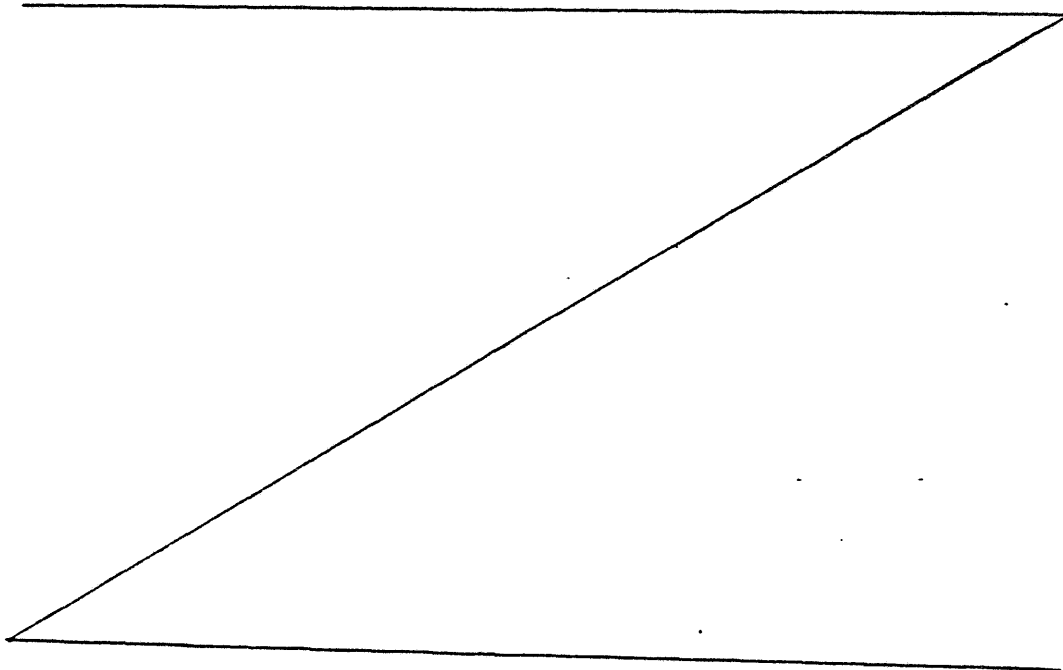
Servicer: Citizens Savings and Loan Association
9800 South Sepulveda Boulevard
Los Angeles, California 90045

Trustee: Crocker National Bank
111 Sutter Street
San Francisco, California 94138

Agency: Redevelopment Agency of the City
of Redondo Beach
415 Diamond Street
Redondo Beach, California 90277

3.7 Exterior Maintenance of Buildings and Common Area.

(a) The Association shall provide exterior maintenance of each building within the Project which houses the Units, which maintenance shall include and be limited to painting, maintaining, repairing and replacing roofs, gutters, downspouts and exterior building surfaces, when and if required by reason of normal wear and tear or deterioration; maintenance of landscap-



ing within the Common Area including trees, shrubs, grass, walkways and sprinkler systems; and maintenance of all recreational facilities and related improvements included in the Common Area. The Association shall also maintain all hallways, corridors, entryways, stairways, elevators and other common interior areas of such buildings.

(b) Each Owner shall be responsible for the maintenance and repair of the interior of his Unit; all glass surfaces included in, attached or appurtenant to his Unit; all doors (except for the outside painting of exterior doors which shall be the responsibility of the Association), doorknobs, locks, and unit security systems included in, attached or appurtenant to his Unit; the plumbing and electrical systems servicing his Unit and located from the angle stop to the plumbing fixture and from the breaker box to the electrical fixture or outlet, as the case may be, in his Unit; and all appliances and equipment located in his Unit. Each Owner shall also maintain his patio, deck or balcony (as provided in Paragraph 6.8) and the interior of his storage space (as provided in Paragraph 6.9). No Owner shall store any materials in his storage space which would increase the risk of fire or other casualty or which would increase the insurance premiums payable by the Association.

(c) If an Owner shall fail to perform such maintenance or make such repairs or replacements as are his responsibility, then, upon the vote of a majority of the members of the Board, after proper notice and the opportunity to be heard in the manner described in Paragraph 9.2, the Association shall have the right (but not the obligation) to enter into such Owner's Unit and provide such maintenance or make such repairs or replacements, and add the cost thereof to the assessments chargeable to such Owner.

ARTICLE IV

Maintenance Assessments

4.1 Covenant to Pay Assessments. Declarant covenants for each Condominium owned, and each Owner other than Declarant, by acceptance of a deed to a Condominium, shall be deemed to covenant, to pay regular assessments and special assessments levied as hereinafter provided. The regular and special assessments, together with interest and costs of collection as hereinafter provided, shall be a charge on the real property and shall be a continuing lien upon the Condominium against which each such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the person who was the Owner of such Condominium at the time such assessment became due and payable.

4.2 Maintenance Fund. The Board shall collect and retain a maintenance fund sufficient to meet all authorized expenditures of the Board hereunder and to provide adequate reserves for replacement of such portions of the Project as may become in need of repair.

4.3 Regular Assessments.

(a) During the month of November of each year, the Board shall estimate its total cash requirements for performance of its functions hereunder during the following calendar year. The estimate shall include a reasonable provision for contingencies and replacements and shall take into account any anticipated income. The amount thus estimated shall be assessed to the Units on a pro rata basis according to the schedule attached hereto as Exhibit "A" and incorporated herein by this reference. One twelfth (1/12) of the amount assessed shall be due and payable on the first day of each calendar month during the succeeding calendar year. If the estimate proves inadequate for any reason, including non-payment of any assessment, the Board may, at any time, levy a further assessment which shall be assessed to the Units in like proportion. Each Owner shall be given written notice of all assessments against his Unit and the dates upon which assessments are payable. Assessments charged to Units owned by Declarant shall be the debt of Declarant, until such Units are transferred. All assessments shall be the personal debts of the Owners of the Units assessed.

(b) All funds collected hereunder, together with special assessments or charges elsewhere provided for in this Declaration, shall be controlled by the Declarant prior to the organizational meeting of the Association, and thereafter by the Board.

(c) The Board may not impose a regular assessment which is more than twenty percent (20%) greater than the regular assessment for the immediately preceding calendar year without the vote or written consent of (i) a majority of each class so long as there are two classes of voting membership, and (ii) thereafter, a majority of the voting power of the Association residing in Owners other than Declarant.

(d) The regular assessments provided for herein shall commence as to all Condominiums on the first day of the month following the conveyance of the first Condominium to an Owner other than Declarant.

4.4 Special Assessments. In addition to the regular assessments authorized above, the Board shall have the authority to make special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for any other action or undertaking on behalf of the Association. There shall be no special assessment for such capital improvements or other purposes requiring an expenditure in excess of \$1,000 in any calendar year without the vote or written assent of a majority of the voting power of the Association residing in Owners other than Declarant. [The foregoing provisions and limitations with respect to special assessments shall not apply in any case where a special assessment against an Owner is a remedy utilized by the Board to reimburse the Association for costs incurred in bringing an Owner and his Condominium into com-

pliance with the provisions of this Declaration, the Association Rules or By-Laws.] The Board shall establish and collect special assessments on the same basis and in the same manner as provided herein for the establishment and collection of regular assessments.

4.5 Certificate of Payment. The Association shall, within ten (10) days after demand and upon payment of a reasonable fee not to exceed \$25, furnish a certificate signed by an officer of the Association stating whether assessments on a Condominium have been paid.

4.6 Initial Assessments. The assessment rate for the calendar year during which the Board is first elected shall be assessed to the Units on a pro rata basis according to the schedule attached hereto as Exhibit "A" and incorporated herein by this reference. Declarant will maintain the Common Areas of the Project at its own expense and no assessment shall be made, until the Board is elected. Upon election of the Board, the total initial assessment shall bear the same proportion to the sum of \$322,686 as the number of full calendar months remaining in the calendar following the date of election of the Board bear to the number (12). The initial assessment shall be due and payable in equal installments commencing on the first day of the first calendar month following the election of the Board. Personal liability for assessments shall be prorated to the date upon which the ownership of a Unit is transferred as evidenced by recording of documents of transfer, if such documents are recorded. No transfer or ownership of a Unit shall have any effect upon the assessment lien provided for herein.

4.7 Budgets and Financial Statements.

(a) Financial statements for the Association shall be regularly prepared and copies shall be distributed to each member of the Association as follows:

(1) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than 60 days before the beginning of the fiscal year.

(2) A balance sheet as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of a Condominium in the Project, and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within 60 days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by Condominium address and name of Owner assessed.

(3) An annual report consisting of the following shall be distributed within 20 days after the close of the fiscal year: A balance sheet as of the end of the fiscal year; an operating (income) statement for

the fiscal year; a statement of changes in financial position for the fiscal year; and any information required to be recorded under California Corporations Code Section 8322.

(b) The Board shall cause an external audit to be performed by an independent public accountant for fiscal year financial statements (other than budgets) for any fiscal year in which the gross income to the Association exceeds \$75,000. If the fiscal year financial statement (other than the budgets) is not prepared by an independent public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without audit from the books and records of the Association.

4.8 Decrease in Regular Assessments; Notice to City of Redondo Beach. In the event the Association shall take any action to decrease the regular assessments, such option shall not become effective until sixty (60) days after notice of such action is given to the City of Redondo Beach. The City of Redondo Beach may, at its option, veto any action of the Association which would decrease or tend to decrease the amount of the regular annual assessment upon the finding by the City that such a decrease could or would adversely affect the long run maintenance of the Project.

4.9 Amendment. The provisions of this Article IV shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

ARTICLE V

Enforcement of Assessments

5.1 Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a late payment charge in a sum to be determined by the Association, but not to exceed the greater of (a) six percent (6%) of the delinquent assessment, or (b) \$5.00. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date due at the rate of twelve percent (12%) per annum.

5.2 Assessment Lien. Any delinquent assessment or assessments, together with interest and late charges in accordance with Paragraph 5.1, shall be and become a lien upon the Condominium against which such delinquent assessment or assessments were levied, upon the recording of a Notice of Assessment (including a statement of the amount of assessment and such other charges thereon as are authorized by this Declaration of Restrictions, a description of the Condominium against which the same has been assessed, and the name of the record Owner thereof) in the Los Angeles County Recorder's Office as pro-

vided in Section 1356 of the Civil Code of California. Such notice shall be signed by an authorized representative of the Board. A Notice of Assessment shall not be recorded until fifteen (15) days after the delivery to the delinquent Owner of a written notice of default and demand to cure such default and unless the delinquent Owner shall have not cured the default within such fifteen (15) day period. Each time a Notice of Assessment is recorded, there shall be added thereto a sum of \$10.00 as compensation for the trouble and expense of collection. Upon payment of the assessment or other satisfaction thereof, the Board shall cause to be recorded a further notice stating the satisfaction and release of the lien.

5.3 Foreclosure of Lien. The Association or its agent may enforce any lien established pursuant to Paragraph 5.2 by sale, such sale to be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. In the event the enforcement of such lien is by action in court, reasonable attorneys' fees shall be allowed to the extent permitted by law. In the event of enforcement in the manner provided by law for the exercise of powers of sale in mortgages and deeds of trust, the Association shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. If any such default is cured prior to sale or other enforcement of such lien, the Board shall cause to be recorded a certificate setting forth the satisfaction and release of such lien, upon payment by the delinquent Owner of actual expenses incurred by the Association, including reasonable attorneys' fees.

5.4 Legal Action. In addition to the right of lien herein set forth, the Association may bring a suit at law against a delinquent Owner to enforce his assessment obligation. Any judgment rendered in such an action shall include a sum for reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

ARTICLE VI

Property Rights and Easements

6.1 Partition. Except as provided in California Civil Code Section 1354, the Common Area shall remain undivided, and there shall be no judicial partition thereof.

6.2 Severance. The undivided interests in the Common Area and the fee title to the respective Units conveyed therewith shall not be separate or separately conveyed, and no Owner shall voluntarily sever such component interests which comprise his Condominium; except as provided in Paragraph 6.8. Each such undivided interest in the Common Area shall be deemed to be conveyed or encumbered with its respective Unit even though the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

6.3 Rights in Common Area. Every Owner, together with his family and other persons residing in his Unit, shall have a right and non-exclusive easement for ingress, egress, use and enjoyment in, to, over and through the Common Area. Such easements shall be appurtenant to and shall pass with the title to each Condominium, and shall be subject to the provisions of the Condominium Management Documents and matters of record.

6.4 Use by Declarant. Declarant, its sales agents and representatives shall have a non-exclusive easement and right to use the Common Area and the facilities thereon for display and exhibit purposes in connection with the sale of Condominiums, which easement and right Declarant hereby reserves; provided, however, that such use shall not be for more than three years after the conveyance of the first Condominium, and that no such use by Declarant, its sales agents or representatives shall unreasonably restrict the Owners in their use and enjoyment of the Common Area or recreational facilities thereon.

6.5 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Condominium owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and recreational facilities thereon or by abandonment of his Condominium.

6.6 Additional Provisions Relating to Common Area.

(a) If any portion of the Common Area encroaches upon a Unit, there shall be a valid easement for the encroachment and for the maintenance thereof, so long as it exists. In the event a structure is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments on parts of the Common Area due to construction shall be permitted and that valid easements for such encroachment and the maintenance thereof shall exist.

(b) The Common Area shall be subject to easements for minor encroachments thereon of a Unit, and non-exclusive easement for ingress, egress and support through the Common Area shall be appurtenant to each Condominium.

(c) Each Condominium shall be conveyed to Owners other than Declarant, and thereafter held by such Owners, subject to any and all easements of record at the time of the initial conveyance of such Condominium to an Owner other than Declarant for the use and benefit of the several authorized public and/or other utilities which may include, but not limited to, easements for cable television, sanitary sewers, water, gas, electrical and drainage facilities and no Owner shall damage or interfere with the installation and maintenance of such utilities, or in any manner change the direction or flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easements.

(d) Easements on, over and under the Project for the installation and maintenance of electric, telephone, water, gas

and sanitary sewer lines and facilities, and for drainage facilities, as shown on the recorded map of the Project, and as may be hereafter required or needed to service the Project, are hereby reserved by Declarant, together with the right to grant and transfer such easements. Without limiting the generality of the foregoing, the Redevelopment Agency and/or the City of Redondo Beach shall have the right to connect additional utility services to the facilities within the existing utility easements in the Project, and Declarant shall have the right to grant such further easements as may be necessary to accommodate such additional utility services.

6.7 Parking.

(a) As shown on the Condominium Plan, enclosed garages are included as part of certain Condominium Units. Title to such garages is held in fee by the owners of such Condominium Units. The remainder of the parking in the Project is part of the Common Area. Except for those Condominium Units which include enclosed garages, each Condominium shall have assigned to it an exclusive and irrevocable easement to use two (2) parking spaces in the Common Area. Whenever practicable, the two spaces shall be contiguous. Declarant will file a schedule of such assigned parking spaces with the Board.

(b) The following provisions shall govern parking in the Common Area:

(i) All parking spaces shall be used solely by Owners, members of their family, their guests or lessees of the Owner's Unit, except that a Unit occupant within the Project may rent one (1) space to another Unit occupant or the Association.

(ii) All parking spaces shall be used solely for the purpose of parking motor vehicles as defined by the Motor Vehicle Code of the State of California.

(iii) A portion of said parking spaces may be used for storage provided it is enclosed in a manner which is approved by the Board, and does not interfere with the parking of motor vehicles within the space. In no case shall the private storage area of one Unit overhang or take access off from the required off-street parking space of another Unit. Any such storage space shall be deemed Common Area, but shall be maintained by the Unit Owner.

(c) The provisions of this Paragraph shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

6.8 Patios, Decks and Balconies. Each Condominium Unit shall have appurtenant thereto a private patio, deck, or balcony as shown on the Condominium Plan. Such patios, decks or balconies

shall be deemed to be a part of the Common Area. Each Condominium which has an appurtenant patio, deck, or balcony is hereby granted an exclusive easement for the use and enjoyment of said patio, deck or balcony and the respective Owners of each such Condominium shall at all times maintain said patio, deck or balcony at his or her expense. The provisions of this Paragraph shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

6.9 Storage Areas. Certain Condominium shall be irrevocably assigned a private storage area within the Common Area. The Association shall be responsible for the care and maintenance of the exterior surface of said storage area. Declarant shall file a schedule of the assigned storage areas with the Board. The provisions of this Paragraph shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

6.10 Partition and Sale of the Project. An action may be brought by one or more Owners for partition of the Common Area by sale of the entire Project as if the Owners of all of the condominiums in the Project were tenants in common in the entire Project in the same proportion as their interests in the Common Area; provided, however, that a partition shall be made only upon a showing of one of the following:

(a) The existence of one or more of the conditions set forth in Section 1354 of the California Civil Code of Section 752(b) of the California Code of Civil Procedure; or

(b) Two (2) years after damage or destruction to the Project which renders a material part thereof unfit for its use prior thereto, the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or

(c) That one-half (1/2) or more of the project has been destroyed or substantially damaged and that Condominium Owners holding in aggregate more than fifty percent (50%) interest in the Common Areas are opposed to repair or restoration of the Project; or

(d) That the structure has been in existence in excess of the number of years shown on the following table, that it is obsolete and uneconomic, and that the percentage of Condominium Owners holding in aggregate a percentage interest in the Common Areas as set forth in the following table are opposed to repair or restoration of the Project.

<u>Age of Structure</u>	<u>Percentage of Interest in Common Areas held by Condominium Owners</u>
30 years	70 percent
40 years	60 percent
50 years	50 percent
60 years	40 percent
70 years	30 percent

For purposes of this Article, multiple Owners of a single Unit shall not be deemed possessed, in the aggregate, of any greater interest in the Common Area than that possessed by a single Owner.

6.11 Right of Public Entry to Common Area. The City of Redondo Beach, County of Los Angeles, State of California, and the Government of the United States, and any department, bureau or agency thereof, shall have the right of immediate access to the Common Area at all times for the purpose of preserving the public health, safety and welfare except in those instances where a portion of the Common Area is accessible only through a private Unit. Notice of the foregoing right of entry in favor of governmental agencies shall be prominently displayed in the Common Area. The provisions of this Paragraph shall not be amended, modified or changed without first obtaining the written consent of the City of Redondo Beach.

ARTICLE VII

Damage or Destruction

7.1 Insurance Proceeds Sufficient. In the event of damage to or the partial destruction of the improvements in the Project, and if the available proceeds of the insurance carried pursuant to Paragraph 3.6 hereof are sufficient to cover not less than eighty-five percent (85%) of the cost of repair or reconstruction thereof, the damage or destroyed improvements shall be promptly repaired and rebuilt unless, within ninety (90) days from the date of such damage or destruction, at a duly constituted meeting of the Association, Owners representing seventy-five percent (75%) of the total voting power of the Association determine that such repair and reconstruction shall not take place.

7.2 Insurance Proceeds Insufficient. If the available proceeds of such insurance are less than eighty-five percent (85%) of the cost of repair or reconstruction, such repair or reconstruction may, nevertheless, take place if, within ninety (90) days from the date of such damage or destruction, Owners representing a majority of the total voting power of the Association so elect at a duly constituted meeting of the Association.

7.3 Assessments. If the Owners determine to rebuild, either pursuant to Paragraph 7.1 or Paragraph 7.2 above, each Owner shall be obligated to contribute such funds as may be necessary to pay his proportionate share of the cost of reconstruction, over and above the insurance proceeds, and the proportionate share of each Owner shall be levied upon the basis of the ratio of the square footage of the floor area of the unit to be assessed to the total square footage of all of the units to be assessed. In the event of the failure or refusal of any Owner to make his proportionate contribution, the Board may levy a special assessment against each Owner, and enforce such assessment as provided in Article V hereof.

7.4 Contractor. If the Owners determine to rebuild, the Board shall obtain bids from at least two (2) reputable contractors

and award the reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written agreement with such contractor for such reconstruction, the insurance proceeds to be disbursed by the Board pursuant to Paragraph 3.6. The Board shall take all necessary actions to assure the commencement of such reconstruction within one hundred twenty (120) days after such destruction and the diligent prosecution of such reconstruction to completion.

7.5 Failure to Rebuild. If rebuilding shall not be authorized either pursuant to Paragraph 7.1 or Paragraph 7.2 above, any available insurance proceeds shall be distributed in equal shares among the Owners of the damaged improvements (including the Association with respect to the Common Area) and their Lenders as their interests may appear in such a way as to give consideration to the relative degree of damage to such improvements and the relative original value of improvements which have sustained the same degree of damage.

7.6 Interior Repairs. Any reconstruction undertaken pursuant to the foregoing provisions shall cover only the exterior and structural components of the damaged or destroyed Condominiums, and such other damage to such Condominiums as may be covered by insurance maintained by the Association. If a destroyed Condominium is so rebuilt, the Owner of such Condominium shall be obligated to repair and rebuild the damaged portions of the interior of his Unit in a good and workmanlike manner at such Owner's expense.

7.7 Arbitration. In the event of a dispute among the Owners with respect to the provisions of this Article, any Owner may cause such dispute to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. In the event of arbitration, notice thereof shall be given to the Board and all other Owners within ten (10) days after reference to arbitration, and all Owners shall have an opportunity to appear in such arbitration proceedings. The decision of such arbitrator shall be final and conclusive upon all Owners. The arbitrator may include in his decision an award of costs and/or attorneys' fees against any one or more parties to the arbitration.

ARTICLE VIII

Rights of Lenders

8.1 Written Notification to First Lenders. The holder of a first Mortgage ("First Lender") encumbering a Condominium shall be entitled, upon request made to the Board, to written notification from the Board of any default by the Owner in the performance of such Owner's obligations under the Condominium management documents which is not cured within sixty (60) days.

8.2 Exemption from Right of First Refusal. Any "right of first refusal" which may hereafter be contained in the Condominium management documents shall not impair the rights of a First Lender to:

(a) Foreclose or take title to a Condominium pursuant to the remedies provided in the Mortgage; or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor or trustor; or

(c) Interfere with a subsequent sale or lease of a Condominium so acquired by the Lender.

8.3 Liability for Unpaid Assessments. Any First Lender who obtains title to a Condominium pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for unpaid assessments or charges against the Condominium which accrue prior to the acquisition of title to such Condominium by the Lender.

8.4 Prior Approval of First Lenders. Unless at least two-thirds (2/3) of the First Lenders (based upon one vote for each Mortgage owned) or the Owners except Declarant, have given their prior written approval, the Association shall not:

(a) By act or omission, seek to abandon or terminate the Condominium regime;

(b) Change the pro rata interest or obligations of any Condominium for purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds of condemnation awards; or (ii) determining the pro rata share of ownership of each Condominium in the Common Area;

(c) Partition or subdivide any Condominium;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area as part of the Project, shall not be deemed a transfer within the meaning of this clause;

(e) Use hazard insurance proceeds for losses to any Condominium (whether to Units or to the Common Area) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Area of the Project.

8.5 Miscellaneous Provisions for Protection of Lenders.

(a) First Lenders shall have the right to examine the books and records of the Association.

(b) Assessments shall include an adequate reserve fund for maintenance, repairs and replacement of Common Area improvements that must be replaced on a periodic basis, and shall be payable as part of the regular assessments rather than by special assessments.

(c) All taxes, assessments and charges which may become liens prior to any first Mortgage under local law, shall relate

only to the individual Condominiums and not to the Project as a whole.

(d) No provision of the Condominium management documents shall give an Owner or any other party priority over any rights of First Lenders pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Area.

(e) Any agreement for professional management of the Project or any other contract providing for services by Declarant shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days' or less written notice and a contract term of not in excess of three (3) years.

(f) If requested by any First Lender, the Board shall give notice, in writing, to such First Lender of any loss to or taking of the Common Area, if such loss or taking exceeds \$10,000.00, or damage to a Unit exceeds \$1,000.00.

8.6 Violation of Covenants. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of such covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure, trustee's sale or otherwise.

8.7 Conflict; Amendment. If there is any conflict between any provision of this Article VIII and any other provision in this Declaration, the By-Laws, or the Association Rules, the provisions of this Article VIII shall control. No amendment to this Article VIII shall affect the rights of a Lender whose Mortgage was recorded prior to the recording of the amendment, unless the Lender shall join in the execution of or consent in writing to the amendment.

ARTICLE IX

Default and Remedies

9.1 Compliance and Default. Each Owner, by acceptance of a deed to a Condominium, shall be deemed to covenant and agree to comply strictly with all applicable terms and provisions of the Condominium Management Documents. If any Owner, members of his family, his guests or invitees, or a tenant of his Condominium fails to comply with any such terms and provisions of the Condominium Management Documents, the Association shall have the rights and remedies hereinafter provided.

9.2 Notice and Hearing

(a) No discipline shall be imposed upon an Owner pursuant to Paragraph 9.3 until a hearing has been held by the Board. Written notice of the hearing shall be served on the Owner not

less than ten (10) days and not more than thirty (30) days prior to the date of such hearing. The notice shall specify the grounds of complaint against the Owner and the time, date and place the hearing will be held. The notice shall further inform the Owner that he will have the right to be heard in his own defense and that after the hearing, the Board will determine whether any discipline should be imposed and, if so, the extent of the discipline.

(b) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons ordinarily rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

(c) The Owner shall have the right to testify in his own behalf, to call and examine witnesses, to introduce exhibits, and to rebut the evidence against him.

9.3 Remedies of the Association

(a) If, after a hearing held in accordance with the provisions of Paragraph 9.2, the Board finds that the Owner has failed to comply with the Condominium Management Documents, the Board may, but need not, impose the following discipline:

(1) For an Owner's first infraction the Board may suspend the Owner's voting rights and rights to use recreational facilities for a period of not more than one month.

(2) For each succeeding infraction, the Board may suspend the Owner's voting rights and rights to use the recreational facilities for up to a total period of time equal to one month plus one month for each prior infraction that the Owner has committed.

(3) The Board may, in addition to or in lieu of the suspensions provided for above, impose a fine for an Owner's first or any subsequent violation of the Condominium Management Documents. The maximum amount of fine that may be imposed shall be fixed from time to time by the Board and included in the Association Rules. Such fine may vary depending on the number of prior infractions by an Owner and/or the severity of the infraction for which the fine is imposed.

(b) The Board shall inform the Owner by written notice of its decision and the discipline imposed, if any, within ten (10) days after the date of the hearing.

9.4 Equitable Relief. Every act or omission whereby any provision of the Condominium Management Documents is violated in whole or in part may be enjoined or abated, whether the relief sought is negative or affirmative action, by Declarant, the Association or any Owner.

9.5 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Project or any part thereof is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

9.6 Lawsuits. The Association shall have the power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Condominium Management Documents and to enforce, by mandatory injunction or otherwise, all of the provisions of the Condominium Management Documents.

9.7 No Waiver. The failure of the Board, the Association, Declarant or any Owner to enforce any right, provision, covenant or condition of the Condominium Management Documents shall not constitute a waiver of the right of such parties to enforce such right, provision, covenant or condition in the future. Each remedy provided for in this Declaration is cumulative and not exclusive.

ARTICLE X

General Provisions

10.1 Binding Effect; Term. The covenants, conditions and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors, and assigns. Each and all of the covenants, conditions and restrictions of this Declaration shall continue in force for a period of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the Owners shall have executed and recorded, within six (6) months prior to the end of said forty (40) year period or any subsequent ten (10) year period, an instrument by which it is agreed that said covenants, conditions and restrictions shall terminate at the end of said forty (40) year period or said subsequent ten (10) year period, as the case may be.

10.2 Nuisance. Every act or omission whereby any provision of the Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated, whether the relief sought is negative or affirmative action, by Declarant, the Association or any Owner.

10.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Project or any part thereof is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

10.4 Amendments. Subject to the provisions of Paragraph 8.7 respecting rights of Lenders and to the provisions herein respecting the rights of the City of Redondo Beach in connection with amendments to this Declaration, this Declaration may be amended only by (a) the affirmative vote or written consent of seventy-five percent (75%) of each class of membership so long as there are two (2) classes of voting membership; and (b) thereafter, the affirmative vote or written assent of Owners representing both (i) seventy-five percent (75%) of the total voting power of the Association and (ii) a majority of the voting power of the Association residing in Owners other than Declarant.

10.5 Condemnation. If all or part of the Project is condemned by any governmental body having the right of eminent domain, the condemnation award shall be distributed among the affected Owners and their respective lenders, according to the relative values of the condominium units affected by the condemnation, as determined by independent appraisal, unless the judgment of condemnation shall, by its terms, otherwise apportion such compensation.

10.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development of a condominium residential community and for the maintenance of common recreational facilities and Common Areas. The Article and Paragraph headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

10.7 Notices. Any written notice or other document relating to or required by this Declaration may be delivered either personally or by mail. If by mail, such notice or document shall be deemed to have been delivered and received twenty-four (24) hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

(a) If to the Association, at 2811 Wilshire Boulevard, Suite 600, Santa Monica, California 90403.

(b) If to an Owner, to the address of any Condominium owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

(c) If to Declarant, at 2811 Wilshire Boulevard, Suite 600, Santa Monica, California 90403.

Any such address may be changed at any time by the party concerned by delivering a written notice of change of address to the other parties. Each Owner shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

10.8 Cumulative Remedies. Each remedy provided by this Declaration is cumulative and not exclusive.

10.9 Partial Invalidity. The invalidity or partial invalidity of any provision of this Declaration shall not affect the validity or enforceability of any other provision.

10.10 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 20th day of May, 1980.

LINCOLN PROPERTY COMPANY,
a California corporation

By: [Signature]
Joel R. Landau, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On May 20, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOEL R. LANDAU, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its By-Laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]
Notary Public

84- 238040

RECEIVED MAR 28 1984

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seascope II c/o Eleanor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
4 MIN. 8 A.M FEB 27 1984
PAST.

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FIRST AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55,56 and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article VI, Section 6.8 Patio, Decks and Balconies,
third sentence, to read as follows:

"...Each Condominium which has an exclusive easement
for the use and enjoyment of said patio, deck, or
balcony and the respective owners of each such
condominium shall at all times keep clean and
orderly said patio, deck or balcony at the expense
of the owner."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION,
by its President and Secretary execute this instrument this 10TH
day of JANUARY 1984.

SEASCAPE II HOMEOWNERS ASSOCIATION

Clare R. Stennard
PRESIDENT

James B. Hutch
SECRETARY

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Seascape II c/o Eleanor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

85 411549
RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA 12
1 MIN. 10 A.M. APR 12 1985
PAST.

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SECOND AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55,56 and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this
instrument amends that certain Declaration of Establishment of
Covenants, Conditions and Restrictions recorded May 5, 1980
as Instrument No. 80-549816 of Official Records, Los Angeles
County, California, in the following respects only.

Revise Article X, General Provisions, Section 10.4
Amendments to read as follows:

"Subject to the Provisions of 8.7 respecting
rights of Lenders and to the provisions herein
respecting the rights of the City of Redondo
Beach in connection with amendments to this
Declaration, this Declaration may be amended
only by (a) the affirmative vote or written
consent of 2/3 of each class of membership
so long as there are two (2) classes of voting
membership; and (b) thereafter, the affirmative
vote or written assent of Owners representing
both (i) 2/3 of the total voting power of the
and (ii) a majority of the voting power of the
Association residing in Owners other than
Declarant.

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument this 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

Elaine R. Stannard
PRESIDENT
Elaine R. Stannard

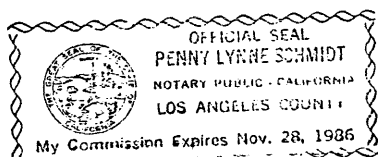
Kenneth A. Astbury
SECRETARY
Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public, in and for said
county and state, personally appeared Elaine R. Stannard and Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Secretary
the Seascape II Homeowners Assoc. that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

Seascape II c/o . anor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 10 A.M. APR 12 1985
PAST.

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THIRD AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56 and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article II: Use Restrictions, Section 2.2 Alterations
to read as follows:

"(a) No building, fence, wall or other structure
or improvement shall be constructed or maintained
upon the Project, nor shall any exterior addition,
change or alteration be made in, on or to the Project,
or any part thereof, nor shall anyone make any
puncture or other penetration to or through any
ceiling in any building located in the project by
any means (including but not limited to nails,
staples, screens or lamp or plant hangers), without
the prior written approval of the Board.

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION
Elaine R. Stannard
PRESIDENT
Elaine R. Stannard

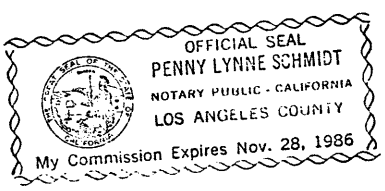
Kenneth Astbury
SECRETARY
Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard & Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascape II Homeowners Assn.
the Seascape II Homeowners Assn. that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

FEE \$5 E

FOURTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56 and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article II: Use Restrictions. Section 2.14 Leases
to read as follows:

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LOS ANGELES COUNTY
CALIFORNIA
1 MIN 10 A.M. APR 12 1985
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"No owner shall lease his condominium for
any purpose for less than 30 consecutive
days or for transient or hotel purposes.
No owner shall lease less than his entire
Condominium. Any lease agreement shall
provide that the terms of the lease shall
be subject in all respects to the provisions
of this Declaration and the Bylaws and that
failure by the lessee to comply with the
terms of such documents shall be a cause of
termination of the lease at the election of
the Board. All leases shall be in writing and
this provision shall be deemed incorporated
therein, if not already set forth therein. A
copy of each lease agreement shall be delivered
to the Board within five (5) days after execution."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

Elaine R. Stannard
PRESIDENT
Elaine R. Stannard

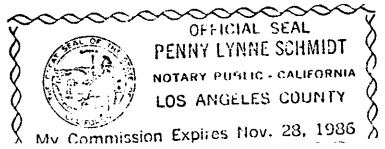
Kenneth J. Astbury
SECRETARY
Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard & Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Secretary
the Seascape II Homeowners Association that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

85 411552

Seascape II c/o Manor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 10 A.M. APR 12 1985
PAST.

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FIFTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
LOT 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56 and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

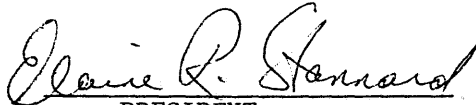
COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.


Revise Article IV: Maintenance Assessments. Section 4.4
Special Assessments to read as follows:

"...There shall be no special assessment
for such capital improvements or other
purposes requiring aggregate expenditures
in excess of 3% of the budgets gross expense
for the then current fiscal year in any
calendar year without the vote or written
assent of a majority of the voting power
of the Association."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION


PRESIDENT
Elaine R. Stannard

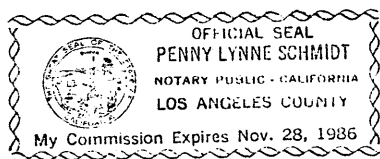

SECRETARY
Kenneth Astbury

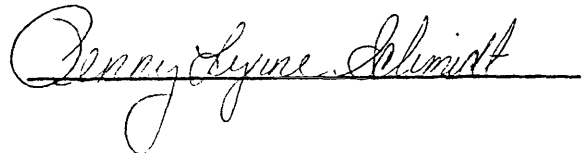
ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA)
County of Los Angeles) SS.

On February 12 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard & Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascape II Homeowners Association
the Seascape II Homeowners Association, that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)





RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

85 41'553

Seascape II c/o Eleanor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 10 A.M. APR 12 1985
PAST.
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SIXTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56, and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article V: Enforcement of Assessments. Section 5.1
Delinquency to read as follows:

"...With respect to each assessment not
paid within thirty days after its due date,
the Association may, at its election, require
the Owner to pay a late payment charge in
a sum to be determined by the Association,
but not to exceed the lesser of (a) ten
percent (10%) of the delinquent assessment,
or (b) the maximum amount allowed by law."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by it President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

Elaine R. Stannard
PRESIDENT
Elaine R. Stannard

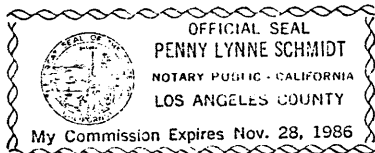
Kenneth R. Astbury
SECRETARY
Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard - Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascape II Homeowners Association
the Seascape II Homeowners Association that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seascape II c/o Eleanor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

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SEVENTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56, and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article III: Management by the Association. Section
3.5 Powers and Authority of the Association to read as follows:

"(g) To grant and convey to individual owners
in the project easements or other use rights
which would permit said owner to make alterations
to or use of the common area which primarily
or exclusively benefit said owner, provided that
the criteria set out herein is met. All such
grants or conveyances shall be subject to the
following criteria:

(1) The Board will act on requests
for such grants or conveyances only
after a duly noticed meeting is held
to consider same, at which time all
interested parties will be given an
opportunity to appear and be heard;

(2) No such grant or conveyance will
cause an unreasonable detriment to any
individual owner or the owners collectively;

(3) The grant or conveyance will be
made only on the condition that the
Association is defended, indemnified
and held harmless, in perpetuity, by
the benefited owners and their successors
in interest for any and all claims, injuries,
damages or costs suffered as a result of
the grant or conveyance or the construction
or alteration or use permitted thereunder;

(4) All such grants or conveyances shall
be defeasible, with the power to cause the
defeasance being vested in the Association;

(5) All such grants or conveyances shall
be in writing and recorded in the office
of the Los Angeles County recorder;

(6) No use or alterations permitted here-
under shall cause or be likely to cause any
damage to the structural integrity of the
project or project common area;

(7) Any alterations or use provided for
herein shall conform to approved architectural
standards;

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN 10 AM. APR 12 1985
PAST.

(8) The Board shall formulate and publish a policy setting forth the procedure for applying for and standards for the granting of the alterations and use rights referred to herein, and designating the approved method of accomplishing same."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION by its President and Secretary execute this instrument the 12 day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

Elaine R. Stannard PRESIDENT
Elaine R. Stannard
Kenneth Astbury SECRETARY
Kenneth Astbury

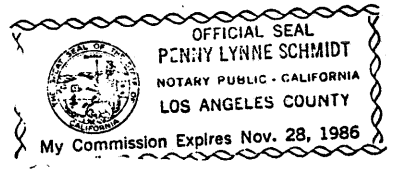
ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA)
County of Los Angeles) SS.

On February 12, 1985 before me, the undersigned a notary public in and for said county and state, personally appeared Elaine R. Stannard & Kenneth Astbury personally known to me (or proved to me on the basis of satisfactory evidence) to be the President and Secretary personally known to me (or proved to me on the basis of satisfactory evidence) to be the President of the Seascape II Homeowners Assoc. that executed the within instrument, and personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of the Seascape II Homeowners Association therein named, and acknowledged to me that such Association executed the same.

85 411554

WITNESS my hand and official seal (Seal)



Penny Lynne Schmidt

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

85 411555

Seascope II c/o Janor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 10 A.M. APR 12 1985
PAST. FEE \$5

EIGHTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56, and
57 of Maps, in the office of the County
Recorder of Los Angeles County.


COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article VI: Property Rights and Easements. Section 6.6
(b) Additional Provisions Relating to Common Area to read as follows:

"The Common Area shall be subject to easements
for existing minor encroachments thereon of a unit
and for minor new encroachments thereon of a Unit
as granted by the Board. Non-exclusive easements
for ingress, egress, and support through the Common
Area shall be appurtenant to each Condominium."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION


PRESIDENT
Elaine R. Stannard

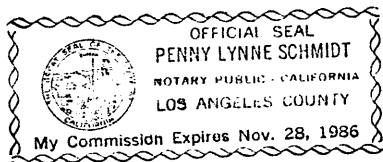

SECRETARY
Kenneth Astbury

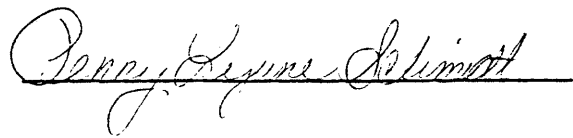
ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard & Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascope II Homeowners Association
the Seascope II Homeowners Association that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)





Seascape II c/o I. Inor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 10 A.M. APR 12 1985
PAST.

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NINTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55,56, and
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Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article VI: Property Rights and Easements. Section 6.12
Alterations to Common Area to read as follows:

"Subject to Section 3.5 (g), above, and such
other restrictions as the Association, acting
by and through the Board may from time to time
adopt, the common area shall be subject to
easements or other similar use rights in favor
of individual owners, provided that such ease-
ments or use rights do not unreasonably burden
any other individual owner or the other owners
collectively or unreasonable damage or otherwise
impact the structural integrity of the comon area."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

Elaine R. Stannard
PRESIDENT
Elaine R. Stannard

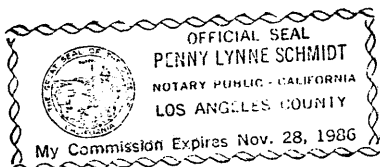
Kenneth Astbury
SECRETARY
Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA)
County of Los Angeles) SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascape II Homeowners Association
the Seascape II Homeowners Association that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

Seascope II c/o Manor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

RECORDED OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN PAST 10 A.M. APR 12 1985

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TENTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCOPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56, and
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Recorder of Los Angeles County.

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incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official records, Los Angeles County, California, in
the following respects only.

Revise Article VIII: Rights of Lenders. Section 8.1 Written
Notification to Lenders to read as follows:

"The holder of a mortgage encumbering
a condominium shall be entitled..."

IN WITNESS WHEREOF, THE SEASCOPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCOPE II HOMEOWNERS ASSOCIATION

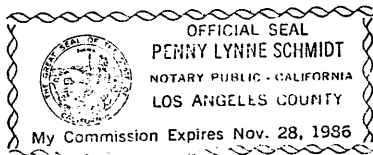
Elaine R. Stannard PRESIDENT
Elaine R. Stannard
Kenneth Astbury SECRETARY
Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard & Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascope II Homeowners Association
the Seascope II Homeowners Association that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Seascope II Homeowners Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seascape II c/o E. Nor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277

85 4 558

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

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1 MIN. 10 A.M. APR 12 1985
PAST.

ELEVENTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56, and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article VIII: Rights of Lenders. Section 8.2 Exemption
from Right of First Refusal. to read as follows:

"Any 'right of first refusal' which may
hereafter be contained in the Condominium
Management Documents shall not impair the
rights of a lender..."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

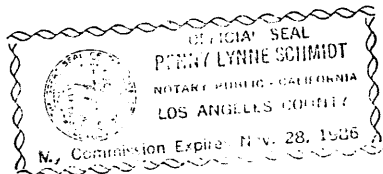
Elaine R. Stannard Kenneth Astbury
PRESIDENT SECRETARY
Elaine R. Stannard Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA }
County of Los Angeles } SS.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state, personally appeared Elaine R. Stannard & Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Seascape II Homeowners Association
the Seascape II Homeowners Association that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt

RECORDING REQUESTED BY AND MAIL TO

Seascape II c/o Eleanor Best
Mercury Property Management
633 South Prospect Avenue, Suite 102
Redondo Beach, CA 90277
2226 Artesia Blvd.
Redondo Beach, CA 90277

86- 896500

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\$5
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TWELFTH AMENDMENT TO
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
SEASCAPE II HOMEOWNERS ASSOCIATION
Lot 2 of Tract No. 34435, as per map
recorded in Book 917, Pages 55, 56, and
57 of Maps, in the office of the County
Recorder of Los Angeles County.

COMES NOW THE SEASCAPE II HOMEOWNERS ASSOCIATION, a California
incorporated Association, being the Declarant, and by this instrument
amends that certain Declaration of Establishment of Covenants, Con-
ditions and Restrictions recorded May 5, 1980 as Instrument No.
80-549816 of Official Records, Los Angeles County, California, in
the following respects only.

Revise Article IX: Default and remedies. Section 9.6 Lawsuits
to read as follows:

"...The Association shall similarly have
the power and authority to bring actions
in law or equity or otherwise seeking
monetary damages for breaches of the
Condominium Management Documents, or for
damages or injury to the common area or
otherwise. In any such action at law
or equity or otherwise, the prevailing
party therein shall be entitled to receive
in addition to their costs of suit therein,
reasonable attorney's fees including any
attorney's fees on appeal of said action."

IN WITNESS WHEREOF, THE SEASCAPE II HOMEOWNERS ASSOCIATION
by its President and Secretary execute this instrument the 12
day of FEBRUARY 1985.

SEASCAPE II HOMEOWNERS ASSOCIATION

Elaine R. Stannard Kenneth Astbury
PRESIDENT/Elaine R. Stannard SECRETARY/Kenneth Astbury

ACKNOWLEDGMENT - (DISTRICT) (ORGANIZATION) (ASSOCIATION), ETC

STATE OF CALIFORNIA

County of Los Angeles

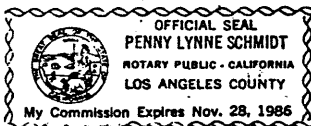
SS.

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

MIN. 3 PM. JUL 16 1986
PAST.

On February 12, 1985 before me, the undersigned a notary public in and for said
county and state (personally appeared Elaine R. Stannard and Kenneth Astbury
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President and Secretary
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
President of the Secretary
the Seascape II Homeowners that executed the within instrument, and personally
known to me (or proved to me on the basis of satisfactory evidence) to be the persons who
executed the within instrument on behalf of the Association
therein named, and acknowledged to me that such Association
executed the same.

WITNESS my hand and official seal
(Seal)



Penny Lynne Schmidt