

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR  
COMMUNITY PLAZA  
A CONDOMINIUM

THIS DECLARATION, made by ALAMITOS-BELMONT CORPORATION, a California corporation, hereinafter referred to as "Declarant", being the owner of that certain real property subject to this declaration, and hereinafter more particularly described,

W I T N E S S E T H

WHEREAS, ALAMITOS-BELMONT CORPORATION, a California corporation, is the owner of the following described property:

Lots two (2) through fifteen (15) and Lot one (1) of Tract 27976, as shown on map recorded in Book 703, pages 20 and 21 of Maps, Records of Los Angeles County, California.

AND WHEREAS, it is the desire and intention of the owner to all the property described above and to impose on it mutual beneficial restrictions under a general plan or scheme of improvements for the benefit of all the individual Lots in said development and the future owners thereof:

NOW, THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered; leased, rented, used, occupied and improved subject to the following limitations, covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a common scheme or plan for the subdivision, improvement and sale of said property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and every part and portion thereof. All of said limitations, covenants, conditions and restrictions are hereby established and imposed upon the said Lots 2 through 15 and Lot 1 of said Tract 27976, and upon each of said individual Lots and all of said tract, and for the benefit of said tract, and each and every said individual

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Lot hereinbefore described, and of each owner of one or more lots, or any of an interest of any kind or character in said Tract 27976. All of said limitations, covenants, conditions and restrictions shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in said property or any part thereof, whether as sole owners, joint owners, lessees, tenants, occupants or otherwise. Each and all of said limitations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as equitable servitudes, enforceable by any of the owners of any of said individual Lots or any interest in said Tract 27976 against any other owner or owners thereof.

#### ARTICLE I

##### DESCRIPTION OF LAND AND IMPROVEMENTS

(a) The real property subject to said covenants, conditions and restrictions is located in the City of Long Beach, County of Los Angeles, State of California, and is more particularly described as follows:

Lots two (2) through fifteen (15) and Lot one (1) of Tract 27976, as shown on map recorded in Book 703, pages 20 and 21, of Maps, Records of Los Angeles County, California.

The hereinbefore described real property designated as "Lot 1" consists of a rectangular plot of land, being approximately 330 feet abutting and fronting on Terman Avenue in the said City of Long Beach with a depth of approximately 430 feet in a westerly direction from said thoroughfare. Construction is or shortly will be completed upon said land of fourteen individual one and two-story structures, each containing three to four single-family residential dwelling spaces, or a total of fifty-two individual dwelling spaces, and each building containing four separate garages within its perimeter. Said buildings will be numbered consecutively and designated as "Lots two (2) to fifteen (15) inclusive", all as shown on said Map hereinbefore referred to, and said Lots 2 through 15 shall include the underlying land as shown on said Map. Said "Lot 1" shall consist of a certain commonly used entrance building.

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a certain commonly used cabana building, all as shown on said Map, and of all of the land area not included within the boundaries of the individual Lots shown on said Map, and of all other land and the air spaces not specifically included within the boundaries of any individual Lot. Said "Lot 1" shall be owned as tenants in common by the owners of said Lots two (2) to fifteen (15) inclusive, and shall be used in common by them, subject to the terms and conditions hereof. Said fourteen (14) individual Lots, each with an undivided one-fourteenth interest in said Lot 1, shall be offered for sale to the public after the issuance of a Preliminary of Final Public Report by the Division of Real Estate of the State of California, and the grant deeds conveying said interest in said real property to the individual purchasers thereof shall expressly refer to and be made subject to this Declaration of Covenants, Conditions and Restrictions.

(b) Lots 2 through 15 shall consist of fee simple interests in and to the land underlying each dwelling unit, the air space lying immediately above the land surface, and included within the outside perimeter of the exterior walls and projections of said structures, as shown on said tract map hereinbefore referred to, extending vertically to infinity, together with all interior partitions and walls and all improvements and fixtures and appurtenances constructed within each of said air spaces as permanent portions of said real property. All other parts and portions of said real property, the walks and passageways, private streets and private alleys lying between and around said Lots 2 to 15 inclusive, shall be deemed to be a part and portion of Lot 1 as shown on said Map hereinbefore referred to, and shall be owned by the owners of said Lot 1 as tenants in common.

#### ARTICLE II

##### MANAGEMENT AND OPERATION

(a) Said real property and improvements, to be known and designated as "Community Plaza", shall be organized and operated as a condominium-type residential development. The owners of said Lots 2

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to 15 inclusive shall constitute an unincorporated association, and an organization meeting of such owners shall be held as soon as the sale of at least 10 such individual Lots have been consummated, but in no event later than August 1, 1964. Thereafter, annual meetings of such owners shall be held at a time to be determined by them at such organizational meeting. Provision also may be made in the By-Laws hereinafter referred to for the calling of special meetings of the owners. At any such meetings of the owners, the owner or owners of each individual Lot shall be entitled to cast only one vote for each individual Lot. At any such meetings, Declarant shall be deemed to be the owner of any and all individual Lots then unsold, and shall be entitled to one vote for each such individual Lot.

(b) At such organization meeting, and at each annual meeting, the owners shall elect a Board of Governors consisting of not less than five (5) members, all of whom shall be owners. The powers and duties of such Board of Governors shall be set forth in a certain Management Agreement to be executed by each individual owner at the time of the purchase of his interest, and in such By-Laws and/or Regulations as shall be adopted by the owners at the organization meeting or at any subsequent meeting of the owners. In general, the Board of Governors shall have authority, between meetings of the owners, to conduct all business affairs of common interest to all owners, including the collection of monthly maintenance charges as hereinafter provided, the maintenance of the common areas as hereinbefore defined, and the payment of such taxes, insurance, utilities, repairs, janitor, trash and garbage removal, and gardening services and other expenses as shall be properly assessed or charged against the owners as a whole, as distinguished from the individual owners.

(c) The Board of Governors shall not have authority to act in the following matters, but only the owners as a whole shall have such authority:

- (1) Repeal or amend the By-Laws, Regulations

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and Management Agreement.

- (2) Recall any officer.
- (3) Levy special assessments for emergency expenditures or for rebuilding improvement after partial or total destruction.
- (4) Change the amount of monthly maintenance charges.

(d) At all meetings of the owners, a majority of owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion or the adoption of any resolution, except such action as shall be expressly referred to in paragraph (c) hereof, and such action shall require the vote of at least two-thirds of the owners present and entitled to vote, either in person or by proxy at a duly constituted meeting.

(e) At each annual meeting of the owners, the Board of Governors, or a designated member thereof, shall furnish to each owner a financial statement showing the income and disbursements by the Board of Governors for the preceding year.

(f) The Board of Governors shall conduct its organization meeting immediately upon the adjournment of the organization meeting of the owners, and shall at such time elect among its members such officers as shall be designated in the Management Agreement and/or by By-Laws. The powers and duties of such officers shall be as designated in the Management Agreement and/or By-Laws. The annual meeting of the Board of Governors shall be held immediately upon the adjournment of the annual meeting of the owners.

(g) The Board of Governors may, with the approval of a majority of the owners present at any duly constituted meeting, delegate to a bank or other qualified financial or accounting firm the collection of maintenance charges, the disbursement thereof, and the preparation of the said annual financial statement, but in such event, the Board of Governors shall be responsible to the owners for the accurate handling and accounting of said funds, and the vouchers

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authorizing the payment of expenses from said maintenance funds shall be signed by not less than two members of the Board of Governors. The Board of Governors may also, under the same conditions, and by the same vote, employ a corporation, firm or individual to act as professional management agent for said project, which agent may or may not be authorized and empowered to handle the finances of said project, in the discretion of the Board of Governors.

### ARTICLE III

#### MAINTENANCE FUND

(a) Each owner shall be obligated to pay to the Board of Governors, or such other officer as shall be designated by said Board, an annual maintenance charge equal to one percent (1%) of the original purchase price of his interest in said real property, as listed on the price schedule on file with the California Division of Real Estate, or such other percentage of such purchase price as shall from time to time be fixed by affirmative vote of not less than two-thirds (2/3) of the owners present at a duly constituted meeting and entitled to vote. Said maintenance charges shall be paid in twelve (12) equal monthly installments, in advance, on the first day of each month, commencing on the first day of the month following the recording of the conveyance to each owner, or the granting of possession to each owner of his dwelling unit, whichever event shall first occur.

(b) In the event of default by any owner in the payment of any installment of maintenance charges, the Board of Governors, or the remaining owners, or any one of them, shall be entitled to a lien upon the interest of said defaulting owner in said real property; provided, however, that such lien shall be effective only upon recording of claim thereof in the Los Angeles County Recorder's Office within ninety (90) days following the occurrence of such default, and provided further, that such claim of lien shall not be filed of record unless the Board of Governors, or a person designated by them, shall

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have delivered to said defaulting owner, not less than fifteen (15) days prior to the recordation of such claim, a written notice of such default, and a demand upon said defaulting owner to cure the same within said fifteen (15) day period, and said defaulting owner shall have thereafter failed to cure said default within said fifteen (15) day period. Legal action to enforce said lien shall be commenced within ninety (90) days following the recordation of said claim or lien, or said lien shall be deemed void and of no effect. Upon recordation of such claim or lien, said defaulting owner shall be liable to the Board of Governors, in addition to the amount of any such default, for payment of reasonable charges, expenses and attorneys' fees incurred in the preparation and filing of such claim of lien and the satisfaction thereof, and any judgment rendered against such defaulting owner in an action to enforce said lien shall include such costs and expenses, and reasonable attorneys' fees incurred in prosecuting such action.

In addition to the right to such lien, the remaining owners, or any one of them, or any member of the Board of Governors, acting on behalf of all the owners, shall be entitled to bring legal action for damages against any owner who shall breach or who shall be in default for the performance of any of the covenants, conditions and restrictions herein contained, including, but not limited to, the covenant to pay said maintenance charges, to enjoin any violation of this Declaration or of the Management Agreement, By-Laws or Regulations, or to prosecute any other appropriate legal or equitable action that may be necessary or expedient in the premises. Any judgment rendered against any such defaulting owner may include a reasonable attorneys' fee, to be fixed by the Court.

#### ARTICLE IV

##### COVENANT AGAINST PARTITION

By the acceptance of his deed, each owner shall be deemed to covenant, for himself, and for his heirs, personal representatives,

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successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in said Lot 1; provided, however, that (1) should the project be totally or partially destroyed, and reconstruction thereof not be commenced within six months from the date of such destruction, or (2) should such development cease to be operated and used as a condominium-type residential project for a continuous period of six months, or (3) should not less than two-thirds of the owners present, either in person or by proxy, at any validly constituted meeting, and entitled to vote, determine that, through obsolescence or otherwise, it shall be economically or otherwise unfeasible to continue the operation of said project as a condominium residential project, each owner shall be deemed further to covenant and agree for himself, and for his heirs, personal representatives, successors and assigns, that the right of judicial partition to Lot 1 may be revived as to each of said owners, and further that each owner of an individual Lot in such project shall be deemed to be a tenant in common of each of the remaining individual Lots of said project in the same proportion as the owners respectively own the common areas, to the effect that a partition action may be prosecuted by any owner and a partition sale held, not only of the commonly held areas but also of the individual Lots, or the air space formerly encompassed within said individual Lots. However, in the event of a partition proceeding, or a voluntary sale pursuant to agreement of the owners, under circumstances where one or more individual Lot is totally or partially destroyed, the proceeds of such sale, or judgment in partition, shall be apportioned among the owners in order to first compensate owners of standing or partially standing individual Lots for the fair value of such structures, or, in the case of the partially destroyed individual Lot, to the extent that such owner may not have been compensated by fire insurance. Thereafter, the remaining proceeds shall be divided equally.

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ARTICLE V

DESTRUCTION OF IMPROVEMENTS

(a) In the event of the destruction of one or more individual Lots, a meeting shall be held of all of the owners of individual Lots who desire to attend, in order to determine the desirability of rebuilding the destroyed portion of the project, abandoning the project, or such other action as they may desire to take. If no less than two-thirds (2/3) of the owners present and entitled to vote, in person or by proxy, including owners of individual Lots which have been destroyed, determine that the destroyed portion of the project should be rebuilt, a certificate of such resolution indicating same shall be filed with the Los Angeles County Recorder within six (6) months from the date of such destruction, and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the owners have determined not to rebuild said project. In the event of a determination not to rebuild, the Board of Governors shall be authorized to have prepared to file, as promptly as practicable, a corrected subdivision map, converting said real property into an unimproved parcel of land, which shall be offered for sale as a unit at the highest and best price obtainable, either in its damaged condition or after any or all of the structures have been razed or removed.

(b) In the event that the owners by such two-thirds vote determine that the projects shall be rebuilt, then the owners of the individual Lots which have been destroyed may commence to rebuild same, but only in accordance with plans and specifications which have been first approved in writing by the Architectural Committee, hereinafter established by the provisions of Article VIII hereof, and provided further that the plans shall have been previously submitted to the Building Department and the Planning Commission of the City of Long Beach, and shall have been approved thereby in all respects. Each owner of an individual Lot who determines to rebuild same shall cause reconstruction to commence within six months of the date of destruction.

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If the owner or owners of any one or more individual Lots determines not to rebuild, or fails to commence reconstruction within such six months period, the Board of Governors shall have the option to purchase the individual Lot or Lots of such owner or owners, which shall include not only the interest in air space owned by such owner, but, in addition, the interest in the common areas. The Board shall exercise this option only upon the two-thirds vote of the owners present, in person or by proxy, at any duly constituted meeting thereof, excluding owners whose properties are the subject of such vote. The option shall be exercised by the Board of Governors sending to such owner or owners, within thirty (30) days after the expiration of such six (6) months' period, a notice in writing advising that the Board does exercise its option under the provisions of this Article, and setting forth the price and terms which the Board desires to offer therefor. In the event such owner or owners do not desire to accept the price and/or terms so offered, the parties agree to negotiate further, and in the event said parties fail to agree thereafter, the matter shall be determined by arbitration in accordance with the then prevailing rules of the American Arbitration Association. The arbitrator may include his award costs, and reasonable attorney's fees for either party. The parties agree to be bound by the award of such arbitrator. Any such purchases hereunder shall be made by the Board in a fiduciary capacity only, and for the benefit of all remaining owners, who shall own the beneficial interest of the individual Lot, and the interest in the common area being purchased equally, as tenants in common. ~~The option herein given shall be exercised and shall be effective only if exercised within the period provided in the last sentence of Article II above.~~

No party shall sell his individual Lot, or any interest therein, after it has been destroyed, either totally or partially, unless he commences to rebuild same within the six (6) month period above mentioned, before the expiration of the option period above mentioned, and then only in the event that the option be not exercised as herein provided.

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In the event of destruction and a decision by the owners to rebuild, and in the further event of the failure of one or more owners to commence rebuilding within the six (6) month period mentioned above, the Board shall have the right to enter upon and through the air space formerly occupied by the destroyed or partially destroyed individual Lot or Lots for the purpose of removing any remains or unsightly objects remaining or standing thereon. This right to enter shall arise only if the owner or owners of said individual Lot or Lots has failed, after previous written demand by the Board, to clean up the area within a reasonable time. In the event the Board is compelled to enter upon and clean the area, it shall be at the expense of the owner of the individual Lot, who shall promptly pay all costs thereof. In the event such owner fails to pay the costs upon demand of the Board, the remaining owners shall have a lien upon the individual Lot of such owner, which may be enforced against the property interest of such owner in the same manner as provided in Article III hereof, relative to liens for unpaid maintenance charges.

(c) Restoration and repair of the damage to the interior of any individual Lot shall be made by and at the individual expense of the owner of said individual Lot.

(d) Six (6) months from the date of any partial destruction, if a certificate of a resolution to rebuild be not filed of record as herein provided, or if reconstruction be not actually commenced within said period, the covenant against partition hereinabove provided shall terminate and be of no further force and effect; and the rights of common ownership in and to each of the individual Lots, pursuant to provisions of Article IV hereof, shall come into being.

#### ARTICLE VI

#### PROHIBITION AGAINST SALE OR HYPOTHECATION OF FRACTIONAL INTEREST

No owner shall be entitled to sell, convey, encumber, hypothecate,

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or otherwise deal with his undivided fractional interest in Lot 1, or in any of the common areas, except in conjunction with a sale, transfer or hypothecation of his individual Lot; nor shall Lot 1, or any part thereof, be encumbered or hypothecated at any time by any person, and any attempted or purported transaction in violation of this covenant shall be void and of no effect. Additionally, any transfer or conveyance of an individual Lot shall be conclusively presumed to include the owner's undivided interest in Lot 1.

#### ARTICLE VII

##### DISTRIBUTION OF MAINTENANCE FUNDS ON DISSOLUTION

It is understood and agreed that said association of owners is not for the purpose of profit of any kind or character, that no profits or assets are to be distributed to any of the persons signing this agreement, and that in the event of termination or dissolution of such association for any cause, no portion of the maintenance funds shall be distributed to any persons signing this agreement, but any balance remaining in the maintenance account shall be distributed to a charitable corporation, organized and existing under and by virtue of the laws of the State of California, the identity of which charitable organization shall be designated by vote of the owners at the organization meeting; that neither the owners nor the Board of Governors, as an association, shall own or have an interest of any real or personal property whatsoever, except the balance of funds in the maintenance account, which shall be held in trust for all the owners.

#### ARTICLE VIII

##### FURTHER CONDITIONS OF OWNERSHIP

(a) Units 2 through 15 of the Tract above described, shall be used solely for three to four-family residence units. All buildings or structures shall be of new construction, and no buildings or structures shall be moved from other locations onto the premises. No structures of a temporary character, trailer, basement, shack, tent,

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garage, barn or other outbuilding shall be used on any portion of the premises, whether in the common areas or elsewhere, at any time, either temporarily or permanently, without the prior written consent of the Board.

(b) The owners of individual Lots shall maintain the interior and exterior of their individual Lots, including the walls, roofs, ceilings, floors and permanent fixtures and appurtenances, in a clean, sanitary and attractive condition, reserving to each such owners, however, complete discretion as to choice of furniture, furnishings and interior decorating.

(a) No owner shall, at his own expense or otherwise, make any alteration, addition or modification to the exterior of his individual Lot, or build or construct any fence, obstruction or improvement of any kind or character on, or connected to, or adjacent to, his individual Lot, or in any part or portion of any of the common areas herein defined and described, without the prior written approval of the Architectural Committee hereinafter referred to.

With respect to the installation of awnings, sunshades, screen doors and other minor installations to any individual Lot, the prior written approval of the Architectural Committee shall be exercised with a view to promoting uniformity in such minor installations and thereby enhancing the attractiveness of the property as a whole.

(d) There is hereby created an Architectural Committee, the initial membership of which shall be as follows: (a) two members of the Board of Governors who shall also be officers; and (b) three members designated by the Declarant. The membership of the Architectural Committee shall be chosen as promptly as possible following the first organization meeting, and the membership of said Committee shall be filed in the Minute Book. When Declarant no longer owns any of the individual Lots, a change in membership of the Architectural Committee shall be determined by the Board of Governors from time to time.

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(e) Respecting the rebuilding of destroyed individual Lots,  
or the erection of any other improvements within the Tract, the owners shall not permit commencement of any construction until the building plans, specifications and plot plans showing the location, elevation and grade lines of such proposed improvements have been approved in writing by the Architectural Committee. The Committee, as a condition of giving any such approval, may require that said plans, specifications and plot plans shall comply with such requirements as the Committee may, in its absolute discretion, impose as to structural features of said building, the type of building, materials to be used, or other features or characteristics thereof not otherwise expressly covered by any of the provisions of this instrument, including finished ground elevation. The Committee may also require that the exterior finishing color and the architectural style or character of each building shall be such as, in the discretion of the Committee, shall be suitable in view of the general architectural style and character of the structures erected or existing upon the tract. Should the Committee fail to approve or disapprove such design, plans or specifications within thirty (30) days after the same have been submitted to it, then such approval shall be deemed to have been waived, and the owner of any such individual Lot may thereafter proceed to erect such improvements as appear on the plans and specifications submitted.

No destroyed individual Lots shall be rebuilt, and no improvement of any kind or character requiring approval by any branch of government of the City of Long Beach shall be made upon any part or portion of said premises without first obtaining the approval of such agencies, and without first obtaining necessary building permits and clearances from the Long Beach Planning Commission.

(f) No radio or television receiving or transmitting antenna or external apparatus shall be installed on any dwelling or on any part of the common area, without prior approval of the Architectural Committee. Normal radio and television installations are excepted.

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(g) No signs of any kind shall be displayed in the public view on or in any individual lot, except on professional sign of moderate size and dignified appearance advertising said property for sale or lease, or signs used by the Declarant or his agent in connection with the original construction and sale of said individual lots. Nothing contained herein shall prohibit or restrict in any way the Declarant's right to construct such promotional signs or other sales aids on or about any portion of the premises which it shall deem reasonably necessary in conjunction with its original sales program, on this or adjacent tracts, or the resale of any individual lot therein.

(h) No children under 14 years of age may permanently reside in any unit, except upon affirmative vote of not less than two-thirds of the individual owners entitled to vote, and present either in person or by proxy at a duly constituted meeting. Each owner shall be accountable to the remaining owners for the conduct and behavior of visiting children temporarily residing in or visiting his individual lot, and no children under 14 years of age shall visit in any individual lot for a continuous period in excess of two weeks, except with prior approval of the Board of Governors.

(i) The determination of whether and to what extent pets shall be permitted to be maintained on said premises shall be made by vote of the owners at the organization meeting or any subsequently held, duly constituted meeting of the owners. The action of the owners in this respect shall be incorporated in the By-Laws or Regulations, if any, adopted by the owners. In any event, any owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought upon or kept upon the premises by any owner or by members of his family, guests or invitees.

(j) No owner shall permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance thereon, or which will obstruct or interfere with the rights of other owners,

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nor annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises, or commit or suffer any immoral or illegal act to be committed thereon. Each owner shall comply with all of the applicable ordinances and statutes and with the requirements of the local and/or State Board of Health with respect to the occupancy and use of the premises.

(k) Each owner shall be liable to the Board of Governors for any damage to the commonly used areas or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or wilful misconduct of said owner or his family members, relatives, guests or invitees, both minor and adult, to the extent that any such damage shall not be covered by insurance. In the case of joint ownership of a unit, the liability of such owners shall be joint and several.

(l) A portion of the common area consists of private roads or driveways providing access to said individual lots and to various parts of the project. Temporary parking of automobiles and other motor driven vehicles on certain private drives and roadways shall be permitted, subject to the following conditions:

- (1) No parking of any vehicle at any time shall be permitted on any portion of an alley or roadway which would in any way impair the free access to the garage entrance of any individual lot.
- (2) The matter of parking of vehicles on drives, alleys, and roadways may be the subject of any reasonable restrictions or limitations which may be imposed by the Board of Governors.
- (3) No repairs to any automobile or other motor driven vehicle may be made while the same shall be parked on any of the private drives, alleys or roadways, except in the case of strict emergency. The Board of Governors shall have the authority to tow away

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and store any vehicle parked in violation of the above restrictions, or such other restrictions pertaining to parking as may be hereinafter adopted by the Board of Governors, whether said vehicle shall belong to an owner or a member of his family or to any relative, guest, or invitee of any owner. Charges for such towing and storage shall be assessed against any owner who shall violate such restrictions, and also against any owner whose family members, relatives, guests or invitees may violate the same, and such assessment may be enforced against the property interest of such owner or owners in the same manner as provided in Article III hereof, relative to liens.

(4) The building, construction or placing by any owner, or by the Board of Governors, or by any other person or persons, of any structure, hedge fence, shrubbery or any structure or obstruction of any kind or character in such position as to encroach on any of such private roads or driveways as presently shown on said map, is forbidden.

(a) All clothesline equipment, garbage cans, service yards, work piles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring individual lots and streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No fences, hedges or walls shall be erected or maintained upon the premises, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Committee in the manner set forth in Article VIII hereof.

(n) The Board of Governors shall cause to be maintained and otherwise managed, the landscaping, parking areas, streets, alleys and

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walkways located on Lot 1, and shall maintain and otherwise manage the landscaping and rubbish removal of the entire project.

(a) In the event the owner of any unit shall fail to maintain his individual Lot in a manner satisfactory to the Board of Governors, the owners, by a vote of at least 50 percent of those present, in person or by proxy, at any meeting duly called for this purpose, shall have the right, through the Board, or its other agents, to enter upon the individual Lot of such owner and to repair, maintain, rehabilitate and restore the unit and the exterior thereof. Each owner, for himself, his heirs, successors and assigns, covenants that the costs thereof shall constitute an assessment against his individual Lot so repaired, maintained, rehabilitated or restored, and that he will pay to the Board the amount of such assessment promptly upon demand by the Board therefor. Further, any assessment shall become a lien upon the individual Lot, which may be enforced against the property interest of such owner in the same manner as provided in Article III thereof, relative to liens. It is further provided that the Board shall have the right to pay and discharge the debt of any contractor, materialman or laborer, furnishing labor or material, in connection therewith, and the Board shall be subrogated to all rights which the contractor, materialman or laborer may have against the owner of such individual Lot upon which the services were performed, or the labor or material were furnished, in addition to any other rights and powers herein given.

#### ARTICLE IX

##### INSURANCE

(a) The owner of each individual Lot shall carry such fire insurance as he may deem necessary or desirable.

(b) Adequate public liability and property damage insurance for all commonly owned areas shall be obtained by the Board of Governors as promptly as possible following their election, and shall be maintained in force at all times at the expense of the owners as a whole, the premiums thereon to be paid out of maintenance funds. Each owner

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shall be a named insured in such insurance policy, and the amounts of such coverage shall be as may be established and determined from time to time by the Board of Governors to be adequate. Nothing herein contained shall preclude any individual owner from carrying such public liability and/or property damage insurance as he may deem desirable to cover his individual liability for damage to person or property occurring on said premises, whether within his individual Lot or elsewhere. The Board of Governors may also purchase and maintain, at the expense of the owners, workmen's compensation, casualty and extended coverage, vandalism, demolition and other insurance coverage as it may deem necessary or desirable for the protection of the owners.

ARTICLE X

RIGHT OF FIRST REFUSAL

Subsequent to the original sales of interests in this condominium project, no owner shall consummate the resale of his interest therein, or enter into a binding agreement for the sale thereof, without first complying with the terms and conditions of this Article. Upon receipt of a bona fide offer in writing for the purchase of his interest, such owner shall promptly furnish to the Board of Governors a copy of such written offer, and all available information concerning the credit standing, employment and character of said prospective purchaser. The Board of Governors, acting on behalf of all of the owners of interests in said project, shall then have the right of first refusal with respect to any such offer, which shall be exercised by giving written notice thereof within ten (10) days from the date of receipt of such offer and information. If the Board of Governors shall exercise such right, they shall be obligated to meet the terms of such offer exactly, unless the offeror shall agree to sell his interest to the Board of Governors, or its nominee, upon other and different terms, and to reject said previous offer. The Board of Governors shall, upon receipt of such offer and information, forthwith call a meeting of the owners, to be held at the earliest date permissible under the terms of this Declaration and/or

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By-Laws then in effect, and the owner shall vote at such meeting on the question of whether to exercise or not to exercise said right of first refusal. The vote of not less than two-third (2/3) of all owners present, either in person or by proxy, and entitled to vote at such meeting, shall be required for the exercise of such right; provided, however, that in the event any owner shall vote in opposition to the exercise of such right, any other owner or owners may offer to assume the financial responsibility of any owner opposing the exercise of said right, and in such event, the dissenting vote of any such owner opposing the exercise of such right shall be disregarded. Each owner voting in favor of the exercise of such right shall be obligated to contribute in cash to the Board of Governors, within said ten-day period, or at such time subsequent thereto as may be fixed by said owner desiring to sell, his proportionate share of the cash required to meet the terms of said previous offer, and execute such documents as may be required to consummate such purchase, including, but not limited to, escrow instructions, assumption agreements, promissory notes and trust deeds. Any owner electing to assume the financing obligation of any dissenting owner with respect to the exercise of such right shall contribute in addition to his share the proportionate share of cash, and shall execute the documents which would have been required of said dissenting owner, and shall acquire the interest in such property which would have been acquired by said dissenting owner. In the event of an affirmative vote of the owners to exercise such right of first refusal, the Board of Governors shall notify said owner desiring to sell, in writing, within the time hereinbefore mentioned, of such affirmative vote, and in such event, such owner shall be obligated and bound to reject said previous offer, and either to sell his said interest to such other owners, or to withdraw his interest from the market. Said purchase and sale shall be handled through escrow in the customary and usual manner and title to said real property shall be taken in the names of all owners contributing toward the purchase price thereof, as

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tenants in common, in the same proportion as their respective contributions to said purchase price. If owner<sup>s</sup> shall not elect to exercise said right, the Board of Governors shall so notify owner desiring to sell, in writing, within said ten (10) day period hereinbefore mentioned, and said owner shall then be free to accept said offer.

#### ARTICLE XI

##### ADOPTION OF BY-LAWS AND REGULATIONS

The owners shall have the right to adopt reasonable By-Laws and/or Regulations, by vote of not less than two-thirds (2/3) of the owners present in person or by proxy at a duly constituted meeting. To the extent that any provision of the By-Laws and/or Regulations which may be adopted by the owners shall conflict with the provisions of the Management Agreement hereinbefore referred to, such By-Laws and/or Regulations shall supersede said agreement and shall to that extent be construed to constitute amendments thereto.

#### ARTICLE XII

##### AMENDMENT

Each and all of the provisions hereof may be modified, amended, added to, or deleted from, by a further declaration or agreement in writing properly executed and acknowledged by not less than two-thirds (2/3) of the then owners of interests in the said Tract 27976, and by all holders of the beneficial interests in any mortgage or trust deed then of record as a valid lien against said tract or any part or portion thereof. Said amendment shall be effective upon recordation in the office of the Recorder of Los Angeles County.

#### ARTICLE XIII

##### COMPLIANCE WITH RULE AGAINST PERPETUITIES AND RULE AGAINST RESTRAINTS ON ALIENATION

All of the covenants, conditions and restrictions set forth in this Declaration of Restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, until January 1, 2013, and shall as then in force be continued automatically and without further notice from that time for

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a period of twenty-one (21) years, and thereafter for successive periods of twenty-one (21) years each without limitation unless, within the six months prior to January 1, 2013, or within the six months prior to the expiration of any successive twenty-one (21) years period thereafter, a written agreement executed by the then record owners of more than two-thirds of the individual interests in said condominium project, be placed on record in the office of the County Recorder of the County in which said property may be located, by the terms of which agreement any of said covenants, conditions and restrictions are changed, modified, or extinguished in whole or in part, as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original covenants, conditions and restrictions as therein modified shall continue in force for successive period of twenty-one (21) years each unless and until further changed, or extinguished in the manner herein provided.

#### ARTICLE XIV

##### MISCELLANEOUS PROVISIONS

(a) No owner may exempt himself from liability for his specified contribution to said maintenance fund by any waiver of the use or enjoyment of said common areas, or by the abandonment of his individual Lot.

(b) Every act or omission in violation of any covenant, condition or restriction herein set forth shall constitute a nuisance and in addition to the legal remedies hereinbefore set forth, may be abated or enjoined by any one or more owners or the Board of Governors.

(c) No owner shall execute or file for record any instrument which imposes a restriction upon the sale, leasing or occupancy of his individual Lot on the basis of race, color or creed.

(d) Any owner at any time and at his own expense may cause an audit or inspection to be made of the books and financial records of the maintenance funds.

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(e) This Declaration shall run with the land, and shall continue in full force and effect until (a) terminated by a court of competent jurisdiction pursuant to law, or (b) in the event of the total or substantial destruction of the improvements on said real property and a subsequent determination of the owners not to rebuild the same, or a total abandonment of said improvements by the owners. Each purchaser by accepting a deed or a valid contract of sale to any individual unit accepts the same subject to all of the covenants, conditions and restrictions herein contained and agrees to be bound by each and all thereof. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

(f) No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provided in Article III(b) hereof, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and shall inure to the benefit of any owner whose title is derived through foreclosure or trustee's sale from the date of recording title.

(g) The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity and unenforceability of any other provisions hereof shall not violate the others.

(h) Each remedy provided for in this Declaration shall be cumulative and not exclusive.

(i) This Declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, and to the heirs, personal representatives, grantees, lessees, successors and assigns of the owners.

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IN WITNESS WHEREOF, Declarant has executed this instrument  
on this 23 day of MAY, 1963.

ALAMITOS-BELMONT CORPORATION,  
a California Corporation

[Signature]  
President

[Signature]  
Secretary

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COMMUNITY PLAZA  
An Unincorporated Association

Resolution of the Board of Governors Re:  
Deletion of Discriminatory Provisions in Governing Documents

WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("Declaration") was recorded on May 24, 1963, as Instrument No. 1960, Official Records of County of Los Angeles, California;

WHEREAS, Civil Code Section 1352.5(a) provides that no declaration shall include a restrictive covenant in violation of Government Code Section 12955; and

WHEREAS, Civil Code Section 1352.5(b) provides that notwithstanding any other provision of law or provision of the governing documents, the board of directors of an association, without approval of the owners, shall amend any declaration that includes a restrictive covenant prohibited by Civil Code Section 1352 to delete the restrictive covenant, and shall restate the declaration.

WHEREAS, the Board of Governors has voted to amend the Declaration to delete restrictive covenants that are in violation of Civil Code Section 1352.5, and to restate the Declaration without such restrictive covenants, pursuant to the statutes cited above.

THEREFORE, the Declaration shall be amended, and restated in its entirety, as set forth below:

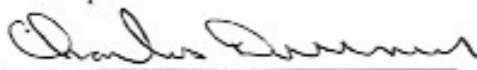
Article VIII, section (h), is amended as follows:

~~"No children under 14 years of age may permanently reside in any unit, except upon affirmative vote of not less than two-thirds of the individual owners entitled to vote, and present either in person or by proxy at a duly constituted meeting. Each owner shall be accountable to the remaining owners for the conduct and behavior of visiting children temporarily residing in or visiting his individual Lot, and no children under 14 years of age shall visit in any individual Lot for a continuous period in excess of two weeks, except with prior approval of the Board of Governors."~~

OFFICER'S CERTIFICATE

The undersigned President of Community Plaza hereby certifies under penalty of perjury that the above Resolution was adopted at a duly noticed meeting of the Board of Governors on 1/18, 2006.

COMMUNITY PLAZA  
An Unincorporated Association

By:   
Charles Durnin, President

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} ss:

On this 11th day of April, 2006, before me, Patricia Ann French, Notary Public,  
notary public, personally appeared Charles Durnin

NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

Patricia Ann French  
SIGNATURE OF NOTARY

