

North Hill Homeowners Association

Covenants, Codes and Regulations



If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

BKM4639P2535

RECORDING REQUESTED BY

WILL INSURANCE & TRUST CO.

3315
3205

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
47 MIN. PAST 4 P.M. MAR 19 1974
Recorder's Office

WHEN RECORDED MAIL TO:

SHERMAN BENNET LANS, ESQ.
Reedy & Lans, a professional corporation
Sixth Floor - Perpetual Savings Building
9720 Wilshire Boulevard
Beverly Hills, California 90212

FEE \$ 4800 346

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION AND ESTABLISHMENT
OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTH HILL
A CONDOMINIUM PROJECT

PREAMBLE

WITNESSETH this DECLARATION made this 8th day of March,
1974, by S P-ONE, a Limited Partnership
(herein referred to as "DECLARANT"), viz:

WHEREAS, the DECLARANT is the owner in fee simple of that certain real
property situated in the City of Torrance, County of
Los Angeles, and State of California, legally described as:

Lot 1 of Tract No. 25580, as per Map
recorded in Book 836 at Pages 13, et

seq., of Maps, in the Office of the Recorder of said County;

and,

WHEREAS, the DECLARANT intends to develop said real property with
one or more buildings, designed for use as dwellings and with other structures for
use for other purposes, which real property, building or buildings and other

structures will be constituted as a condominium (as defined in Section 783 of the Civil Code of the State of California), and will contain, as identified and described therein:

UNITS 1 TO 25 INCLUSIVE, AS SHOWN ON THE
 CONDOMINIUM PLAN, RECORDED ON THE 19TH DAY
 OF MARCH, 1974, AS DOCUMENT NO. 538,
 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

and,

WHEREAS, the DECLARANT proposes to sell said UNITS, together with an interest in said real property and certain other rights, to members of the general public and now desires to provide and establish a plan for the management and operation of said PROJECT and for the maintenance, repair and replacement of the improvements thereto and the building(s) and other structures situate or to be situate thereon, to insure the preservation of values and the aesthetic character of the PROJECT and to provide for the orderly use and enjoyment of the COMMON AREAS thereof.

DECLARATION

NOW THEREFORE, the DECLARANT does hereby fix and establish the following as Covenants, Conditions and Restrictions constituting an equitable servitude upon all of the said real property, including the building(s) and other structures, and declares that all such Covenants, Conditions and Restrictions shall run with the land and be binding upon and inure to the benefit of all PERSONS having or hereafter acquiring any right, title or interest in the said real property, building(s) and other structures; and that the same shall be held, conveyed, hypothecated or encumbered, leased, used, occupied and improved subject thereto, to-wit:

ARTICLE I - AUTHORITY

The authority for the establishment of the Covenants and Restrictions herein contained is as set forth in Section 13

Code of the State of California, and the applicable provisions of said Section are deemed incorporated herein by reference.

ARTICLE II - DEFINITIONS

As used in this DECLARATION, certain words, terms and phrases shall (unless expressly limited or modified, or the context otherwise requires) be deemed defined as follows:

1. ARTICLES The term "ARTICLES" shall mean the Articles of Incorporation of THE NORTH HILL HOMEOWNERS ASSOCIATION, the corporation organized or to be organized under the general nonprofit corporation laws of the State of California, described in Article IV hereof, as the same may be amended from time to time, a copy of which ARTICLES are attached hereto as EXHIBIT "A1".
2. ASSOCIATION The term "ASSOCIATION" shall mean THE NORTH HILL HOMEOWNERS ASSOCIATION and its successors and assigns.
3. BENEFICIARY The term "BENEFICIARY" shall mean a mortgagee under a mortgage or, as the case may be, the beneficiary of or holder of a note secured by a Deed of Trust, and/or the assignees of such mortgagee, beneficiary or holder.
4. BOARD The term "BOARD" shall mean those PERSONS, as a group, elected by the OWNERS to conduct the business and affairs of the ASSOCIATION, whether designated as governors, directors or by another name.
5. BY-LAWS The term "BY-LAWS" shall mean the BY-LAWS of the ASSOCIATION which have been or shall be adopted by the BOARD, in form and content substantially as set forth in EXHIBIT "A-2", as such BY-LAWS may be from time to time amended.
6. COMMON AREA(S) The term "COMMON AREA(S)" shall mean those portions of the PROJECT identified and designated as such on the CONDOMINIUM PLAN.
7. CONDOMINIUM The term "CONDOMINIUM" as applied to the PROJECT, shall mean an estate in the PROJECT, as defined in Section 783 of the Civil Code of the State of California, consisting of the following component parts or elements:

- (i) A fee simple interest in a UNIT, and
- (ii) An undivided interest in fee simple, as tenant-in-common, in the said Lot 1 of Tract 25580, identified in the PREAMBLE above (excluding all of the UNITS), the quantum of such interest allocated as set forth on Exhibit "B", and
- (iii) The exclusive right to the use and possession of one or more PARKING SPACE(S).

8. CONDOMINIUM PLAN The term "CONDOMINIUM PLAN" shall mean the CONDOMINIUM PLAN identified in the PREAMBLE above.

9. DECLARANT The term "DECLARANT" shall mean S P - ONE, a Limited Partnership.

10. DECLARATION The term "DECLARATION" shall mean this instrument, including all of the Exhibits referred to herein (all of which shall be deemed incorporated herein by reference), as the same may be amended from time to time.

11. DEEDS OF TRUST (TRUST DEED) The term "DEED OF TRUST" or "TRUST DEED" shall mean a mortgage or a Deed of Trust, as the case may be.

12. MEMBER(S) The term "MEMBER(S)" shall mean all PERSONS (including the DECLARANT), who own or are the owners of a CONDOMINIUM in the PROJECT.

13. MORTGAGEE The term "MORTGAGEE" shall mean the beneficiary of, or the holder of a Note secured by a DEED OF TRUST (TRUST DEED) or, as the case may be, the mortgagee under a mortgage, and/or the assignee of such beneficiary, holder or mortgagee.

14. OWNER (OR OWNERS) The term "OWNER" (or "OWNERS", if more than one) shall mean the PERSON or PERSONS (including the DECLARANT), as the case may be, in whom legal title (including, for purposes herein the exclusive right contemplated under Sub-Article 7(iii) immediately above) to a CONDOMINIUM is vested.

15. PARKING SPACE(S) The term "PARKING SPACE(S)" shall mean those separate portions of the COMMON AREA(S) designated as such and identified as Spaces 1P to 53P on the CONDOMINIUM PLAN.

16. PERSON (OR PERSONS) The term "PERSON" (or "PERSONS", if more than one) shall mean a natural individual, a natural individual acting in a legal capacity, or a corporation, unincorporated association, partnership, joint venture, trustee, conservator, executor, administrator, or any entity with the legal right to hold title to real property.

17. PROJECT The term "PROJECT" shall mean all of the real property described and identified in the PREAMBLE above and all improvements thereto, and all buildings and other structures erected or hereafter erected thereon, as the same may be constituted from time to time.

18. RECREATION AREA(S) The term "RECREATION AREA(S)" shall mean all of those portions of the COMMON AREAS designated as such by the BOARD from time to time, except that the same shall not include any PARKING SPACE.

19. RULES AND REGULATIONS The term "RULES AND REGULATIONS" shall mean such rules and regulations as may be promulgated from time to time by the BOARD with respect to the use of the COMMON AREA(S) (including the RECREATION AREA(S)) by the OWNERS and by their tenants, invitees and licensees.

20. STRUCTURE The term "STRUCTURE" shall mean anything manufactured or fabricated or shaped by any PERSON.

21. UNIT The term "UNIT" shall mean those portions of the PROJECT identified and designated as such on the CONDOMINIUM PLAN.

ARTICLE III - PERMITTED USES, RESTRICTIONS AND OBLIGATIONS

1. UNITS Except as may be provided elsewhere in the DECLARATION no UNIT shall be used or occupied for any purpose other than as the residential dwelling of the OWNER and the family of the OWNER, or the guests or tenants of the OWNER; and the use or occupancy, in whole or in part, of a UNIT for commercial, professional, trade or other non-residential purposes is prohibited.

2. COMMON AREA(S) Except upon the unanimous consent of all of the OWNERS, no portion of the COMMON AREA(S) shall be used other than for recreational and parking purposes, purposes incident to the use of the

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UNITS (as, e.g., furnaces, water heaters, air conditioning equipment, automatic washing machines and dryers and sanitary facilities) and for ingress and egress, provided, however, that nothing herein shall be deemed to restrict the installation by any governmental body or agency or any public utility of underground or overhead facilities, including but not limited to gas, water and electricity lines, sanitary sewer and storm or other drain lines or devices, or temporary use thereof in connection with the maintenance, repair or replacement of the PROJECT or any portion thereof.

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3. ANIMALS, BIRDS, ETC. No animal, bird or fish, other than a reasonable number of generally recognized domestic pets shall be kept or maintained within any UNIT and none at all shall be kept or maintained on any other portion of the PROJECT, and the keeping, breeding or maintenance of any animal, bird or fish for commercial purposes is hereby prohibited; and:

(a) Upon the written request of any OWNER, the BOARD shall, in its sole and absolute discretion, determine whether, for the purpose of this ARTICLE III, a particular animal, or bird, or fish is or is not a domestic pet, and/or whether the number thereof kept or maintained, or proposed to be kept or maintained is reasonable, and

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(b) Notwithstanding the provisions immediately above of this Sub-Article 3 one (1) dog, weighing not more than 25 pounds, or one (1) cat, together with one (1) caged bird may be kept and maintained in each UNIT and the determination of the BOARD, as aforesaid, shall not be required.

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(c) The BOARD may, from time to time and in its sole and absolute discretion, determine if any such animal, bird or fish is or has become a nuisance, prohibited as hereinafter provided.

4. DISEASES, INSECTS, ETC. The maintenance of any condition which induces or harbors, or may tend to induce or harbor infectious plant diseases and/or noxious insects, and/or rodents or reptiles is prohibited.

5. ANTENNAS, ETC. Except as may be permitted from time to time by the BOARD, on a uniform basis, no structures may be affixed to the inside surface of any window or glass door, or placed upon any balcony or patio railing, window sill or ledge, or placed within any UNIT so as to extend outward beyond

the surface of a UNIT (or any of the elements thereof, as shown on the CONDOMINIUM PLAN), including, but not limited to antennas, window air conditioners or air coolers, awnings or sun shades, provided that nothing herein shall be deemed to prohibit the installation of curtains, drapes, shades, venetian blinds or shutters affixed to window or door frames or the surface of a wall, within a UNIT.

6. SHORT WAVE RECEIVERS AND TRANSMITTERS No short wave receiver or transmitter shall be operated on or within the PROJECT except upon the approval of the BOARD.

7. DRYING OR AIRING OF CLOTHES The drying or airing of clothes outside of a UNIT (or upon the balcony or patio element or portion of a UNIT) except within such portion, if any, of the COMMON AREA(S) as may be established therefore by the BOARD, is prohibited.

8. TRUCKS, MOBILE HOMES, ETC., REPAIRS, ETC. Except as may be permitted by the BOARD in specifically designated portions thereof, the parking or maintenance of a truck, mobile home, trailer of any kind, camper, boat or similar vehicles or objects within the COMMON AREA is prohibited; and the construction, repair or rehabilitation of any machine, mechanical or electronic equipment or other thing, except that owned by the ASSOCIATION or permitted by the BOARD for use of all of the OWNERS, within the COMMON AREA(S) is prohibited, provided that the prohibition herein shall not be deemed to apply to the emergency repair of motor vehicles owned by an OWNER, his guest or tenant.

9. NUISANCES The keeping or maintenance of any thing or any condition within the PROJECT or the commission of any act or any failure to act which constitutes a nuisance under any law or ordinance and/or which increases the insurance rate relating to loss or damage to the PROJECT is prohibited and may be abated by the ASSOCIATION.

10. Signs. No signs whatever shall be placed, erected or maintained within the PROJECT except:

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- (a) Such signs, if any, as may be required by law.
- (b) One or more PROJECT identification signs, each having a total surface area of not more than fifteen (15) square feet.
- (c) Uniform (as to size, lettering and color) address, mail box, and parking space identification signs.
- (d) Signs placed in the COMMON AREA(S) by the BOARD setting forth or relating to RULES AND REGULATIONS promulgated from time to time by the BOARD.
- (e) Such signs as may from time to time be placed and maintained on the PROJECT by the DECLARANT, or with the permission of the DECLARANT, during the period of the erection of the PROJECT and the conduct by the DECLARANT, or its Agent, of the sale and/or lease of the several CONDOMINIUMS.
- (f) (By an OWNER) A sign of not more than customary and reasonable dimensions relating to the proposed sale or lease of a UNIT, it being the intent to restrict such signs only to the extent that such restriction is not void under Section 712 of the Civil Code of the State of California.

11. OBLIGATIONS OF OWNERS

- (a) Every UNIT shall be maintained in good order and repair by the OWNER thereof, provided that nothing herein shall be deemed to limit the right of any OWNER to paint, paper, wax or otherwise decorate the walls, ceilings or floors constituting the boundaries of his UNIT.
- (b) All portions of the COMMON AREA as to which an OWNER may have the right of exclusive use and possession shall be maintained in a clean and orderly condition by such OWNER, but the obligation to repair and replace the same shall be upon the ASSOCIATION, as hereinafter provided.

12. MAINTENANCE, ETC., OF CERTAIN THINGS With respect to the maintenance, repair and/or replacement of all furnishings, fixtures, equipment and machinery not owned by or under the control of the ASSOCIATION nor owned solely by any OWNER, including but not limited to carpeting, other floor coverings,

drapes, blinds, shutters, shades, curtain rods or devices, plumbing fixtures, electrical fixtures, electric outlets and/or switches, gas or electric heaters, hot water heaters, furnaces, gas or electric air conditioners or coolers, thermostats or other controls, humidifiers, fans, gas or electric ovens or ranges, gas or electric refrigerators, gas or electric washers or dryers, wires, pipes, conduits, vents, flues, dampers, locks, windows (glass or otherwise), security or warning devices, railings, cabinets, countertops, tile, plaster or plaster board, door, window, cabinet and other hardware, the following rules shall apply:

(a) To the extent that the same is situate within the boundaries of any UNIT and is intended by size, design, capacity and location primarily for the use of the occupants thereof and to service a particular UNIT, the OWNER of the UNIT shall conduct such maintenance, repair and replacement and shall bear the cost and expense of the same without reimbursement by the ASSOCIATION or any other OWNER, provided that such OWNER shall be entitled to the benefit of the proceeds of any insurance policy insuring damage or destruction thereof under Article VIII, or otherwise.

(b) To the extent that the same is situate in the COMMON AREA, outside the boundaries of a UNIT and is intended by size, design, capacity and location to service more than one UNIT or is so intended for the use and convenience of all of the OWNERS, the ASSOCIATION shall conduct such maintenance, repair and/or replacement at its cost and expense without reimbursement from any OWNER.

(c) Notwithstanding anything to the contrary herein and for all other purposes, except as the same may have been separately acquired by an OWNER, all such furnishings, fixtures, equipment and machinery shall nevertheless be deemed a part of and included in the COMMON AREA.

(d) In the event of any dispute as to the meaning or intent of or as to whether an OWNER or the ASSOCIATION shall be liable for the maintenance, repair or replacement of any of the furnishings, fixtures, equipment or machinery

contemplated under this Sub-Article 12, the determination of the BOARD shall be conclusive as to all OWNERS.

13. IMPROVEMENT, ALTERATIONS OR MODIFICATION OF COMMON AREA(S) No improvement, alterations to or modifications of the COMMON AREA(S) (as originally constructed or contemplated) shall be made or conducted, except as may be allowed under application and permit pursuant to any applicable law or ordinance and except upon the express approval of the OWNERS of a majority of the UNITS (secured at a Special Meeting of the MEMBERS called for the purpose of considering the same).

14. OTHER RESTRICTIONS The use and enjoyment of the COMMON AREA(S) may be subject to other and further restrictions, in the form of RULES AND REGULATIONS, promulgated from time to time by the BOARD, as provided in ARTICLE VI.

ARTICLE IV - THE NORTH HILL HOMEOWNERS ASSOCIATION

1. DESIGNATION The management and operation of the PROJECT shall be conducted by THE NORTH HILL HOMEOWNERS ASSOCIATION, the corporation organized or to be organized under the general nonprofit corporation laws of the State of California for such purpose; and the ASSOCIATION shall have the power and duties, as hereinafter provided in ARTICLE V.

2. MEMBERSHIP (MEMBER) Each OWNER, by virtue of being such an OWNER and for so long as he is an OWNER, shall be deemed a MEMBER of the ASSOCIATION.

3. SUBJECT TO ARTICLES, DECLARATION, BY-LAWS, ETC. Upon becoming a MEMBER an OWNER shall, without further act or notice, be subject to the ARTICLES, to the DECLARATION, to the BY-LAWS and to the RULES AND REGULATIONS.

4. MEMBERSHIP APPURTENANT; TRANSFER Membership in the ASSOCIATION shall be appurtenant to the ownership of a CONDOMINIUM and shall not be transferred, pledged or alienated in any way separately therefrom; and any conveyance of or transfer by operation of law of the title to a CONDOMINIUM shall

automatically operate to transfer such Membership to the transferee, or transferees, of such title, and no reference or notice shall be required with respect thereto.

5. RIGHT OF OWNER TO VOTE Each OWNER shall have a right to one (1) vote upon any matter as to which the ASSOCIATION has jurisdiction, and the right to cumulate votes with respect to the election of the members of the BOARD, provided that the rules applicable to and the manner in which votes shall be cast, including the rules in cases in which a CONDOMINIUM is owned by more than one PERSON, shall be as set forth in the BY-LAWS.

6. SUSPENSION OF RIGHTS AND PRIVILEGES OF OWNER If any OWNER shall violate any of the provisions of this DECLARATION or of the BY-LAWS of the ASSOCIATION then, in addition to such other remedies as are afforded elsewhere in this DECLARATION or BY-LAWS, the rights and privileges of such OWNER as a MEMBER of the ASSOCIATION, including but not limited to the right to vote under this DECLARATION, may be suspended (for a period not to exceed thirty (30) days) until such violation has ceased, been cured, corrected or otherwise terminated, provided:

(a) That written notice thereof shall be served upon such OWNER, stating specifically and in detail the amount and dates or arrearage or as the case may be, the nature of the violation; and the said notice shall set forth the proposed type and duration of such suspension, and

(b) Upon the written demand of such OWNER, served upon any member of the BOARD within ten (10) days from and after the date of service of such notice upon the OWNER, the BOARD shall fix a date, time and place for a hearing by the BOARD (which hearing shall be open to all MEMBERS of the ASSOCIATION) upon such notice and demand, provided that such OWNER shall be advised in writing not less than seven (7) days prior thereto as to such date, time and place, and

(c) At such hearing the BOARD may hear such testimony and consider and admit such evidence as may be sufficient and adequate to assure to each OWNER a fair and impartial hearing, and

(d) The BOARD may, but not later than twenty-four (24) hours following the conclusion of such hearing, declare such suspension, if any, as it shall determine, but not to exceed a period of thirty (30) days as provided above.

7. OPERATIVE DATE; MANAGEMENT BY DECLARANT The ASSOCIATION shall become operative and shall assume its duties at the time of the commencement of the first or organization Meeting of the OWNERS and until such time the powers and duties of the ASSOCIATION shall be vested in and shall be performed by the DECLARANT, provided that the DECLARANT shall not bind the ASSOCIATION to any contract or undertaking which may extend beyond such operative date unless the same, by its terms, may be terminated by the ASSOCIATION upon not more than thirty (30) days' notice.

ARTICLE V - POWERS AND DUTIES OF THE ASSOCIATION

1. POWERS The ASSOCIATION shall be vested with the powers set forth in the ARTICLES and those prescribed by the laws of the State of California with respect to nonprofit corporations and the powers vested in it by the DECLARATION and the BY-LAWS, including but not limited, to the following:

(a) To exercise general jurisdiction over all of the PROJECT and such real and personal property, or interests therein, lying within or outside of the PROJECT as it may acquire.

(b) To pay all general and special real property taxes and special assessments assessed and levied upon the PROJECT, or any portion thereof, to the extent not assessed and levied upon any UNIT or OWNER, or to the extent (to avoid a sale or forfeiture for nonpayment) not paid by an OWNER when due; and to pay all taxes assessed and levied upon personal property owned by, or under the control of the ASSOCIATION; and the ASSOCIATION may contest and/or compromise any such assessment or levy.

(c) To levy assessments on each CONDOMINIUM and/or upon the OWNER or OWNERS thereof, and to enforce payment of such assessments, as hereinafter provided in ARTICLE VII.

(d) To peacefully enter into or upon any UNIT (or PARKING SPACE) for the purpose of making emergency repairs therein, or for the purpose of conducting necessary maintenance or repairs to portions of the COMMON AREA(S), or to peacefully abate any nuisance being conducted or maintained in said UNIT (or PARKING SPACE); and the ASSOCIATION may, but shall have no obligation or duty to, maintain, repair and replace the interior surface of any walls, ceilings or floor bounding a UNIT to the extent the OWNER thereof shall fail or refuse to keep and maintain the same in good order and repair.

(e) To employ the services of any person or firm to perform the ministerial functions of the ASSOCIATION and to provide such labor, material and management services as may be required to effect the conduct and performance by the ASSOCIATION of its duties and obligations under the law and under the ARTICLES the DECLARATION and the BY-LAWS, provided that if required under any law, ordinance, conditional use permit or variance, the ASSOCIATION shall employ such a person or firm.

(f) To peacefully or by appropriate legal proceedings or otherwise, restrain or enjoin any violation of the DECLARATION or the BY-LAWS or enforce compliance therewith.

2. DUTIES The ASSOCIATION shall have the obligation and the duty to:

(a) Maintain, repair and replace the COMMON AREA(S) as the same shall become necessary.

(b) Provide utility service to the UNITS and to the COMMON AREA(S) not otherwise provided by a public utility or governmental body, including gas, electricity, water, sanitary sewer and scavenger service, provided however, that nothing herein shall be deemed to require the ASSOCIATION to provide elective services to any UNIT.

(c) To secure and maintain policies of insurance, as provided in ARTICLE VIII.

(d) To otherwise manage and operate the PROJECT and, in connection therewith, do such things as may be necessary and consistent with the intent of the ARTICLES, the DECLARATION and the BY-LAWS.

3. RIGHTS OF LOCAL GOVERNMENT To the extent required or permitted by law, the municipality or any other governmental body or agency within whose geographical limits the PROJECT may lie, shall have the right, from time to time, upon the failure or refusal of the ASSOCIATION to do so, to effect the maintenance, repair or replacement of the COMMON AREA(S) or any portion thereof and to assess the OWNERS of the PROJECT for the cost and expense thereof as if acting as the ASSOCIATION.

4. FIRST MEETING The first or organization Meeting of the MEMBERS shall be called and held at such time as Thirteen (13) CONDOMINIUMS shall have been sold (title thereto conveyed to members of the general public), or within six (6) months from and after the date of the first such sale, whichever event occurs first.

5. DELEGATION OF POWERS AND DUTIES TO BOARD The powers and duties of the ASSOCIATION shall be exercised and effected by the BOARD as provided in ARTICLE VI.

ARTICLE VI - THE BOARD; POWERS AND DUTIES, ETC.

1. COMPOSITION, ETC. The BOARD shall be composed of five (5) MEMBERS of the ASSOCIATION, or such other number as the ASSOCIATION may, from time to time determine, as provided in the BY-LAWS, elected thereto at the first or organization Meeting of the MEMBERS and at the Annual Meetings of the ASSOCIATION thereafter.

2. POWERS AND DUTIES The business and affairs of the ASSOCIATION shall be conducted by and through the BOARD and for such purposes the BOARD shall be deemed vested with all of the powers and duties of the ASSOCIATION, acting

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for and on behalf of the ASSOCIATION, including but not limited to such powers and duties as the ASSOCIATION may delegate and/or assign to it from time to time, provided that the BOARD shall have no power to:

(a) Amend or repeal the ARTICLES, the DECLARATION or the BY-LAWS.

(b) Remove any member of the BOARD.

(c) Make any determination as to whether or not to repair or replace in the event of damage to or destruction of the PROJECT under ARTICLE IX.

(d) Bind the ASSOCIATION to any contract or undertaking with an operative period in excess of one (1) year, provided that the BOARD may, nevertheless, bind the ASSOCIATION to such contract or undertaking upon the prior approval of the OWNERS of a majority of the CONDOMINIUMS at a Special Meeting of the OWNERS held for the purpose of considering such contract or undertaking.

(e) Commit or suffer to commit any act or do anything which, as provided in the ARTICLES, the DECLARATION or in the BY-LAWS, expressly requires the prior approval of the ASSOCIATION or the OWNERS, it being the intent that only the OWNERS shall have power with respect to any of the matters recited in (a), (b), (c) and (d) immediately above, and in this Sub-Article 2(e).

3. RULES AND REGULATIONS In addition to all other powers the BOARD may designate portions of the COMMON AREA(S) as RECREATION AREAS, and portions thereof for the temporary parking of vehicles by the invitees and licensees of the OWNERS and the ASSOCIATION; and the BOARD shall have the right to adopt and enforce, in the name of the ASSOCIATION, RULES AND REGULATIONS relating to the use and enjoyment of the COMMON AREA(S) and any property owned by or in the control of the ASSOCIATION, provided that no such RULES AND REGULATIONS shall be valid if otherwise prohibited by any law or the same are inconsistent with the DECLARATION or the BY-LAWS.

4. LIABILITY OF MEMBERS OF THE BOARD No member of the BOARD shall, as such, be personally liable to any OWNER, or to any other person, firm or governmental body or agency, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the ASSOCIATION or the BOARD (or any of its MEMBERS), provided that the exculpatory provisions hereof shall not apply to any unlawful act or to any act or omission as to which there was gross negligence or willful and wanton conduct by such member.

ARTICLE VII - MAINTENANCE FUND AND ASSESSMENTS

1. MAINTENANCE FUND The BOARD shall, on behalf of the ASSOCIATION, establish a maintenance fund into which shall be deposited all monies paid to the ASSOCIATION and from which all disbursements relating to the PROJECT shall be made, provided that the BOARD may establish separate accounts relating to reserves and/or for other special purposes.

2. ASSESSMENTS The ASSOCIATION shall have the right to levy Assessments against the OWNERS, and each OWNER shall be obligated to pay such Assessments, as follows:

(a) REGULAR ASSESSMENTS At least thirty (30) days prior to the commencement of each fiscal year the BOARD shall prepare and adopt a budget for the ASSOCIATION, which budget shall reflect an estimate of the unexpended funds (excluding therefrom reserves previously established by the BOARD) on hand from the current and previous fiscal years, anticipated revenues to the ASSOCIATION from all sources, and costs and expenses to be incurred for the ensuing fiscal year; and the costs and expenses so estimated (after a deduction for the amount of funds on hand, as aforesaid) shall be assessed to the OWNERS in the percentage or proportion of the whole as set forth on EXHIBIT "B".

(b) SPECIAL ASSESSMENTS If, at any time during any fiscal year, the regular assessment shall, in the determination of the BOARD be deemed insufficient for any reason, including the nonpayment by any OWNER of his share

thereof, the BOARD may levy a Special Assessment in the amount of such actual or estimated deficiency which amount shall be assessed to the OWNERS in the percentage or proportion as set forth in said EXHIBIT "B".

(c) REIMBURSEMENT ASSESSMENTS In the event that the ASSOCIATION shall have expended any monies because of the act or failure to act of any OWNER under the ARTICLES, the DECLARATION or the BY-LAWS the ASSOCIATION may levy a reimbursement assessment against such OWNER for the purpose of reimbursing the ASSOCIATION, provided that such assessment shall be limited to the amount of money so expended.

(d) REPAIR OR REPLACEMENT ASSESSMENTS As provided under ARTICLE IX.

(e) CAPITAL ASSESSMENTS The ASSOCIATION may levy an assessment for the purchase and/or installation of Capital Improvements (other than reserves for replacement or repairs, included in the Regular Assessment) which shall be assessed to the OWNERS in the percentage or proportion as set forth in Exhibit "B", provided that such assessment shall not exceed the sum of One Thousand Dollars (\$1,000.00) in any fiscal year except upon the prior approval of the OWNERS of at least a majority of the UNITS (secured at a special meeting of the OWNERS called for the purpose of considering the same).

3. PAYMENT OF ASSESSMENTS

(a) REGULAR ASSESSMENTS Regular Assessments shall be due and payable in equal monthly installments, in advance, on the 1st day of each month during the fiscal year for which the same is levied; and such assessments shall be payable to and as directed by the BOARD.

(b) SPECIAL ASSESSMENTS, REIMBURSEMENT, REPAIR OR REPLACEMENT ASSESSMENTS AND CAPITAL ASSESSMENTS Special, Reimbursement, Repair or Replacement and Capital Assessments shall be due and payable as determined by the BOARD.

4. ENFORCEMENT OF ASSESSMENTS Each Assessment levied under this ARTICLE VII shall be a separate, distinct and personal debt and obligation of the OWNER or OWNERS against whom the same is assessed; and in the event of the failure or refusal of any OWNER or OWNERS to pay such Assessment, and in addition to any other remedies herein or by law provided, the ASSOCIATION may enforce such obligation by either or both of the following methods:

(a) BY SUIT The BOARD may, in the name of the ASSOCIATION, cause an action at law to be commenced and maintained against such OWNER in any court of competent jurisdiction, including but not limited to an action in a Small Claims Court, to recover such assessment obligation; and any judgment rendered in any such action shall include the amount due, together with interest thereon at the legal rate from the date of the default in the payment thereof, court costs and such reasonable attorneys' fees as may be fixed by the court.

(b) BY LIEN As is provided under Section 1356 of the Civil Code of the State of California, the ASSOCIATION is herewith vested with the right to a lien, with power of sale, on each and every CONDOMINIUM within the PROJECT to secure payment to the ASSOCIATION of any and all Assessments levied against any and all of the OWNERS of such CONDOMINIUMS, together with interest thereon at the rate of ten (10) percent per annum from the date payment of such Assessment is due, and all costs of collection which may be paid or incurred by the ASSOCIATION in connection therewith including court costs and reasonable attorneys' fees; and at any time within ninety (90) days after the occurrence of any default in the payment of any such Assessment, the BOARD may make a written demand for payment to the defaulting OWNER on behalf of the ASSOCIATION which demand shall state the date, nature of and the amount due; and each default shall constitute a separate basis for a lien (but any number of defaults may be included within a single lien), and if such amount due is not paid within ten (10) days after delivery of such demand the BOARD may cause the recordation of a Notice of Default in the

manner provided for the recordation of notice under Section 2924 of the Civil Code of the State of California, which Notice shall set forth substantially the following:

- (i) The name of the defaulting OWNER or OWNERS.
- (ii) The legal description and street address of the CONDOMINIUM against which the lien is lodged.
- (iii) The nature of the default.
- (iv) The total amount claimed to be due and owing (less any offsets) and interest thereon.
- (v) That the lien is asserted by the ASSOCIATION pursuant to the DECLARATION and the BY-LAWS.
- (vi) That the lien is lodged against said CONDOMINIUM in an amount equal to the amount of the stated amount due, interest thereon, collection costs and attorneys' fees.

and upon the recordation of such Notice, the lien claimed therein shall immediately attach and become effective in favor of the ASSOCIATION, subject only to the limitations hereinafter set forth.

5. FORECLOSURE Any lien effected under this ARTICLE VII may be foreclosed, either in a judicial proceeding or in the manner provided under Sections 2924 et seq. of the Civil Code of the State of California for the foreclosure of a DEED OF TRUST under a power of sale; and the ASSOCIATION may bid at any sale conducted pursuant to either procedure, the same as any PERSON.

6. CURING OF DEFAULT If the default shall be cured within the period fixed by statute for the curing of defaults under a DEED OF TRUST, the BOARD shall record a Notice of Rescission and the lien shall thereupon be deemed to be extinguished.

7. COSTS AND FEES In addition to the amount of the default and interest thereon the BOARD shall be entitled to recover and shall have a like lien for and to the extent of any actual costs expended or incurred by it (including

attorneys' fees) in connection with any act it may have taken under Sub-Article 4. (b) et seq. of this ARTICLE VII.

8. WAIVER OF HOMESTEAD, ETC., LAWS Each OWNER shall be deemed to have waived the benefit of any Homestead or Exemption Law under the laws of the State of California or of the United States of America insofar as the same would otherwise defeat or deny the recovery of any amount due under this ARTICLE VII.

9. SUBORDINATION TO CERTAIN ENCUMBRANCES, ETC. (a) Any lien created or effected under the provisions of this DECLARATION is expressly made subject and subordinate to the rights of a first MORTGAGEE or the rights of the BENEFICIARY of any first TRUST DEED constituting an encumbrance upon the entire PROJECT, or upon any CONDOMINIUM therein, made in good faith and for value, and no such lien shall, in any way operate to defeat, invalidate or impair the obligation or the priority of such first mortgage or TRUST DEED unless the MORTGAGEE or BENEFICIARY shall in writing, expressly subordinate his interest to such lien.

(b) No amendment to the ARTICLES, the DECLARATION or the BY-LAWS shall affect the rights of a first MORTGAGEE or the rights of the BENEFICIARY of any TRUST DEED made in good faith and for value, and recorded prior to the recordation of any such amendment, unless said MORTGAGEE or BENEFICIARY shall either join in the execution of such amendment, or approve the same in writing as a part of such amendment.

(c) In the event of a default by any OWNER in the payments due upon a Promissory Note secured by a first mortgage or a first TRUST DEED encumbering the CONDOMINIUM of such OWNER, the MORTGAGEE or the BENEFICIARY thereof shall have the right, upon giving written notice to said defaulting OWNER, and placing of record a Notice of Default, to exercise the vote of such OWNER at any regular or Special Meeting of the ASSOCIATION or the OWNERS held during such time as said default may continue.

(d) No breach of any provision of the ARTICLES, the DECLARATION or the BY-LAWS or the RULES AND REGULATIONS shall invalidate the lien of any first mortgage or first DEED OF TRUST, made in good faith and for value, but the ARTICLES, the DECLARATION, the BY-LAWS and the RULES AND REGULATIONS shall be binding upon any OWNER whose title is derived through foreclosure or trustee's sale, or otherwise.

(e) Upon the foreclosure of any such first mortgage or DEED OF TRUST constituting an encumbrance upon any CONDOMINIUM any lien created or effected thereon prior to such foreclosure shall be deemed extinguished and of no further force or effect; and the same shall apply upon the recordation of a deed in lieu of foreclosure to the MORTGAGEE or BENEFICIARY thereunder made and delivered in good faith and for a valuable consideration provided that nothing herein shall be deemed to extinguish the debt of the (former) OWNER thereof and the right of the ASSOCIATION to an action at law against such (former) OWNER for the recovery thereof.

10. OBLIGATION OF DECLARANT At such time as Regular Assessments shall be initially levied the DECLARANT shall be obligated to pay the Regular Assessments, for each unsold CONDOMINIUM.

ARTICLE VIII - INSURANCE

1. RISKS AND COVERAGES The ASSOCIATION shall, at its expense, secure and maintain in force the following policies of insurance:

(a) All risk blanket coverage insurance on all improvements, buildings and other structures, within the PROJECT, the amount of such insurance to be not less than ninety (90) percent of the aggregate full insurable value, meaning actual replacement value, thereof; and appropriate insurance with respect to damage to or loss of all personal property which may be owned by, or under the control of, the ASSOCIATION; and such policies shall show as named insureds thereon, all OWNERS (including the DECLARANT and/or the ASSOCIATION, if

applicable) and all MORTGAGEES of record, as their respective interests may appear.

(b) Bodily injury and liability insurance in such amounts as may be determined by the BOARD from time to time, but in the absence of such determination, with limits of not less than One Million Dollars (\$1,000,000.00) per person, and Two Million Dollars (\$2,000,000.00) per occurrence, and property damage liability insurance with a per occurrence deductible of not more than Five Hundred Dollars (\$500.00), and a limit of not less than One Million Dollars (\$1,000,000.00) per accident, insuring against liability for bodily injury, death and property damage arising out of the maintenance, repair, replacement, use or operation of the COMMON AREA(S) and/or the use or occupancy of any UNIT; and such policy shall include a cross liability endorsement relating to the liability of each OWNER to each of the other OWNERS, and such policy shall name as separately protected insureds, the DECLARANT, the ASSOCIATION, the BOARD and its representatives, agents and employees, and the OWNERS (as a Class); and such policy shall insure each of the insureds as if each were separately insured under separate policies, provided however, that such policy shall not require the insurer to pay any amount in excess of the maximum limits stated therein.

(c) Such faithful performance and fidelity bonds as are required to insure the ASSOCIATION against any loss from malfeasance or dishonesty of any employee, or other PERSON, charged with the management or possession of any ASSOCIATION funds or other property.

(d) Such other insurance, including demolition, workmen's compensation, indemnity and bonds as the ASSOCIATION shall deem necessary or desirable.

2. OTHER PROVISIONS

(a) The proceeds of all policies written under Sub-Article I(a) of this ARTICLE VIII shall be payable to the ASSOCIATION, and, subject to the rights of MORTGAGEES, shall be held and disbursed for the benefit of the OWNERS, MORTGAGEES, and others as their respective interests may appear, as provided

under ARTICLE IX hereof.

(b) Every policy of insurance secured by the ASSOCIATION shall include a waiver of any and all rights of subrogation against the DECLARANT, its representative, agents and employees and all MEMBERS.

(c) Nothing herein shall be deemed to affect the right of any OWNER to separately insure his UNIT and/or any personal property owned by him; provided that any liability policy separately secured by an OWNER shall include a waiver of subrogation clause.

ARTICLE IX - DAMAGE TO OR DESTRUCTION OF PROJECT

1. TOTAL OR PARTIAL DAMAGE OR DESTRUCTION; ELECTIONS OF OWNERS In the event of damage to, or the total or partial destruction of the PROJECT, the following rules shall apply:

(a) Provided that the proceeds of insurance relating thereto shall be at least eighty-five (85) percent of the estimated cost and expense of such repair or replacement, then without any act or consent of the OWNERS (but subject to (b) immediately below) the damage or destruction, shall, as the case may be, be repaired or replaced as soon thereafter as practicable and with all due diligence.

(b) Notwithstanding the provisions of Sub-Article 1(a) immediately above if, within thirty (30) days from and after the date of such damage or destruction, the OWNERS of three-fourths (3/4'ths) or more of the CONDOMINIUMS shall elect that such repair or replacement shall not be conducted the same shall not in fact be conducted.

(c) If the estimated cost and expense of such repair or replacement shall be less than eighty-five (85) percent of the proceeds of such insurance, such repair or replacement shall, nevertheless, be conducted if, within thirty (30) days from and after the date of such damage or destruction, the OWNERS of a majority of the CONDOMINIUMS shall elect to repair or replace.

2. CONTRIBUTIONS BY OWNERS; REPAIR OR REPLACEMENT ASSESSMENTS If the OWNERS shall elect to repair or replace, the OWNER or OWNERS of

each CONDOMINIUM shall be obligated to contribute such funds as shall be necessary to pay his proportionate share of the cost thereof in excess of the amount of the proceeds from such insurance, and the share of such cost and expense to each OWNER shall be in the same proportion as the Regular Assessments are levied under Article VII; and in the event of the failure or refusal of any OWNER to make his proportionate contribution, within thirty (30) days from the date written demand is made upon him by the BOARD therefor, the BOARD may levy a Repair or Replacement Assessment against such OWNER enforceable the same as with respect to any other Assessment as set forth in ARTICLE VII of this DECLARATION.

3. BIDS; CERTIFICATE

(a) If the repair or replacement shall be conducted under Sub-Article 1(a) or 1(c) above and if the cost thereof shall not exceed \$2,500.00 the same may be let by negotiation.

(b) If the cost of repair or replacement, in any case, shall exceed \$2,500.00 then the work therefore shall be awarded to the lowest responsible bidder.

4. If the OWNERS shall elect not to repair or replace then:

(a) Subject to the rights of MORTGAGEES, any insurance proceeds available shall be distributed to the OWNERS in the same proportion as is provided with respect to the payment of Regular Assessments, as set forth in EXHIBIT "B", and

(b) The BOARD shall, within one hundred twenty (120) days from and after the date of such damage or destruction, record a certificate setting forth the election of the OWNERS; and the BOARD shall promptly cause to be prepared and file of record such revised maps and other documents as may be necessary to show the conversion of the PROJECT, if applicable, to the status of that of unimproved land or, if applicable, to show the elimination of one or more of the UNITS;

and upon the recordation of such certificate the right of any OWNER to partition his CONDOMINIUM by legal action shall forthwith revive.

5. ARBITRATION In the event of a dispute among the OWNERS in connection with the provisions of this ARTICLE IX any OWNER may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association; and in the event of arbitration, as provided herein, notice thereof shall be given to the MEMBERS of the BOARD, and to all other OWNERS as promptly thereafter as possible, and each OWNER shall have the right to appear in person or by counsel in any proceedings conducted in connection with such arbitration. The decision of the American Arbitration Association shall be final and conclusive upon all OWNERS; and the arbitrator may include in his decision an award for costs and/or attorneys' fees against any one or more of the other OWNERS.

ARTICLE X - CONDEMNATION

1. In the event an action for CONDEMNATION is proposed or is commenced by any governmental body having the right of eminent domain, the following rules shall apply:

(a) TAKING OF ENTIRE PROJECT If such action or proposed action is for the taking of the entire PROJECT then, upon the unanimous consent of all of the OWNERS the PROJECT may be sold to such governmental body prior to judgment and the proceeds of such sale shall be distributed to the OWNERS and MORTGAGEES, as their respective interests may appear, the distribution to be as is provided in ARTICLE IX, with respect to the proceeds of insurance.

(b) PARTIAL TAKING The rules set forth in Sub-Article 1(a) immediately above with respect to the taking of the whole of the PROJECT shall apply to the taking of a portion only of the PROJECT.

2. In the event that the OWNERS shall not consent unanimously to such sale, then the compensation awarded upon a judgment shall be distributed in like

manner, unless by the terms of said judgment such award shall be apportioned among the several OWNERS in a different manner.

ARTICLE XI - SUSPENSION OF THE RIGHT OF PARTITION

1. The right of partition of the COMMON AREA(S) is hereby suspended, pursuant to Section 1354 of the Civil Code of California, provided that:

(a) The PROJECT may be partitioned and sold as a whole pursuant to the provisions of Section 752(b) of the Code of the Civil Procedures of the State of California, upon a showing of the occurrences of any one of the events therein provided, and

(b) Partition of the PROJECT may be made upon a showing that the conditions for such a partition by sale set forth in Sub-Article 4(b) of ARTICLE IX or Sub-Article 2 of ARTICLE X have been met.

2. Nothing contained herein shall be deemed to prohibit the ownership of a CONDOMINIUM by one or more PERSONS as joint tenants or as tenants in common thereof.

ARTICLE XII - PROHIBITION AGAINST SEVERABILITY OF COMPONENT INTERESTS IN CONDOMINIUMS

1. No OWNER shall be entitled to sever any of the components of the CONDOMINIUM owned by him, for any purpose; and none of said components may be severally sold, conveyed, encumbered, hypothecated, transferred or otherwise dealt with, and any attempt to do so and any such sale, conveyance, encumbrance, hypothecation or transfer shall be null and void and of no effect.

2. The suspension of the right of severability will, in no event, last beyond the period set forth in ARTICLE XV.

3. It is intended hereby to restrict severability in accordance with the provisions of sub-paragraph (g) of Section 1355 of the Civil Code.

4. Subsequent to the original first sale and conveyance of a CONDOMINIUM, each subsequent sale and conveyance or transfer (by operation of law or otherwise) thereof by the OWNER of any CONDOMINIUM, shall be presumed to convey the entire CONDOMINIUM owned by such OWNER; provided, however, that

nothing herein contained shall be construed to prohibit the OWNER of any CONDOMINIUM from creating a co-tenancy in the ownership of said CONDOMINIUM with any other PERSON or PERSONS.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

1. NON-WAIVER No OWNER may exempt himself from liability for the payment of any Assessment by non-use of the COMMON AREA(S) or by the non-use or abandonment of his CONDOMINIUM, and no waiver of or the failure to act or otherwise by the ASSOCIATION or the BOARD with respect to any breach or violation of the provisions of the DECLARATION or the BY-LAWS shall constitute a waiver of any subsequent breach or violation of the same.

2. RECORDING OF CONVEYANCES, ETC., BY OWNERS No OWNER shall record any instrument or otherwise impose, directly or indirectly, any restriction or condition as to the use or occupancy of the CONDOMINIUM owned by him on the basis of race, creed or color or otherwise inconsistent with the DECLARATION or the BY-LAWS.

3. ESTOPPEL CERTIFICATE A certificate executed under penalty of perjury by any two (2) MEMBERS of the BOARD and acknowledged shall be conclusive upon the ASSOCIATION, the BOARD and the OWNERS in favor of any and all persons who rely thereon in good faith as to the matters therein contained and any OWNER shall be entitled to such a certificate setting forth the amount of any unpaid Assessment with respect to his CONDOMINIUM (or stating that all Assessments due are paid if such is the case), within ten (10) days after demand therefor and upon payment of a reasonable fee, not to exceed \$10.00, which fee may be fixed by the BOARD.

4. LIABILITY OF OWNERS Each OWNER shall be liable for any damage to the COMMON AREA(S) or to any personal property owned by or under the control of the ASSOCIATION committed or suffered to be committed by such OWNER or any persons residing in the CONDOMINIUM of such OWNER or his guests,

tenants, invitees and licensees; and if more than one OWNER the liability of each OWNER of a CONDOMINIUM shall be joint and several.

5. CONSTRUCTION AND SEVERABILITY; SINGULAR AND PLURAL; GENDER; CAPTIONS

(a) The provisions of the DECLARATION and the BY-LAWS shall be liberally construed, it being the primary intent to give effect to the general purposes as set forth in the PREAMBLE above.

(b) Each of the provisions of the DECLARATION and the BY-LAWS shall be deemed severable, and the invalidity of any provision or any portion thereof shall not affect the validity of or invalidate all or any other provisions.

(c) Unless the context requires a contrary qualification, the singular shall mean and include the plural; and the plural shall mean and include the singular; and the masculine, feminine or neuter shall be deemed to mean and/or include the masculine, feminine or neuter, as the case may be.

(d) All captions or titles used in the ARTICLES, the DECLARATION or the BY-LAWS are intended solely for convenience and reference and shall not affect any of the substantive provisions of the ARTICLES, the DECLARATION or of the BY-LAWS.

6. REMEDIES Each and every remedy provided under the DECLARATION or the BY-LAWS shall be deemed cumulative and not exclusive.

ARTICLE XIV - DELIVERY OF NOTICES AND DOCUMENTS

1. Any written notice or other document relating to or required under the DECLARATION or the BY-LAWS may be delivered either personally or by mail and if by mail it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same shall have been deposited in a depository of the United States Postal Service, for mailing by certified or registered mail, postage prepaid, addressed as follows:

EXM4639pc563

(a) If to the ASSOCIATION or the BOARD:

At: 3618 Newton Street
Torrance, California 90505

(b) If an OWNER, to the address of the CONDOMINIUM owned by him.

(c) If to the DECLARANT:

At: 15130 Mulholland Drive
Los Angeles, California 90024

ARTICLE XV - DURATION OF RESTRICTIONS

1. PRIMARY PERIOD The Covenants, Conditions and Restrictions set forth in the DECLARATION shall continue and remain in full force and effect until December 31, 2010, unless amended or repealed earlier as provided in ARTICLE XVI.

2. EXTENSIONS Notwithstanding the provisions of Sub-Article 1 immediately above, unless on or prior to December 31, 2009, a written instrument evidencing termination of such Covenants, Conditions and Restrictions is signed by the OWNERS of not less than two-thirds (2/3'rds) of the CONDOMINIUMS and recorded, such Covenants, Conditions and Restrictions as in effect immediately prior to December 31, 2010, shall continue in full force and effect for an additional period of ten (10) years and thereafter for successive periods of ten (10) years, unless within one (1) year prior to the expiration of any such ten (10) year period the same are terminated in the same manner by the then OWNERS.

ARTICLE XVI - AMENDMENT OR REPEAL

1. BY OWNERS, ETC. Except as otherwise expressly provided in the DECLARATION any of the provisions of the DECLARATION may be amended or repealed at any time upon:

(a) The vote or written consent of the OWNERS of three-fourths

EX-14639-564

(3/4'ths) or more of the CONDOMINIUMS approving the proposed amendment or repeal (secured at a Special Meeting of the OWNERS called for the purpose of considering the same), and

(b) The recordation of a certificate executed by the Secretary of the ASSOCIATION setting forth in full the amendment or repeal and certifying that said amendment or repeal has been approved by the OWNERS of three-fourths (3/4'ths) or more of the CONDOMINIUMS, and

(c) For a period of two (2) years from and after the date of the recordation of the DECLARATION (provided that the DECLARANT is the OWNER of one (1) or more CONDOMINIUMS), the written consent of the DECLARANT thereto, and

(d) The approval of the Department of Real Estate of the State of California and the applicable municipality and/or local, state or federal agency, to the extent required by any law or laws from time to time in effect.

2. BY DECLARANT Notwithstanding any thing in this ARTICLE XVI to the contrary, the DECLARANT shall, prior to the first or organization Meeting of the OWNERS have the right to amend the DECLARATION upon the written approval of the BENEFICIARIES of any DEED OF TRUST then encumbering any portion of the PROJECT and upon the prior approval of the Department of Real Estate of the State of California and, to the extent required by any law or ordinance, the applicable municipality and/or local, state or federal agency.

IN WITNESS WHEREOF, the DECLARANT has executed this instrument on the day and year first above written.

S P - ONE, a Limited Partnership
By: [Signature], General Partner
Naul H. Saylor
By: [Signature], General Partner
Steven D. Lebowitz

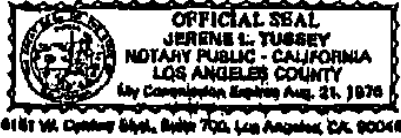
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On March 8, 1974, before me, the undersigned, a Notary

BK4639PC565

Public in and for said State, personally appeared PAUL H. SAYLOR and STEVEN D. LEBOWITZ, known to me to be the General Partners of the Limited Partnership that executed the within instrument, and acknowledged to me that such Limited Partnership executed the same.

WITNESS my hand and official seal.



Jerene L. Tussey
Notary Public in and for said
County and State

RECORDING REQUESTED BY:

SPIERER AND WOODWARD
Attorneys at Law

WHEN RECORDED MAIL TO:

Board of Directors
NORTH HILL HOMEOWNERS ASSOCIATION
c/o Mrs. Mary J. Beardsley
3616 Newton Street
Torrance, CA 90505

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
1 MIN. 12 P.M. APR 13 1981
EAST
Recorder's Office

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTH HILL HOMEOWNERS ASSOCIATION

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WHEREAS, it has been determined that it is desirable to restrict the rental of units to occupancy by persons sixteen (16) years of age or older, and to limit the number of tenants per unit.

NOW THEREFORE, Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions of North Hill Condominiums originally recorded on March 19, 1974 in Book M4639 at Page 535 shall be amended as follows:

An additional Article is hereby added to the Declaration as follows:

ARTICLE XVII

AGE AND OCCUPANCY RESTRICTION

Occupancy of any rented or leased unit shall be limited to persons sixteen (16) years of age or older. The term occupancy refers to a continuous occupancy for a period of thirty (30) days or more.

Further, any rented or leased units shall be occupied by no more than three (3) people in a two (2) bedroom unit and four (4) people in a three (3) bedroom unit. Occupancy shall be defined as above.

The current occupants of any unit as of the enactment of this Amendment are exempt from these provisions; provided, however, that the exemption shall only apply to the current occupants at the enactment of this Amendment. Persons who occupy after the enactment of this Amendment shall not be so exempt from either provision.

After the date on which this Amendment has been recorded, the Association shall have the right, pursuant to notice and hearing and to such other procedures as it may establish, to assess a fifty dollar (\$50.00) fine for each month for each violation of each provision herein, against any owner who violates the same.

Each such fine, together with interest thereon and attorneys fees and costs of collection shall also be the personal obligation of the owner of the unit which is in violation of the provisions stated herein.

Any fine so assessed by the Association shall be added to the assessment charges of the owner and be a lien as provided in Article VII, Section 4(b) of the Declaration.

Failure to enforce any provision herein shall not constitute a waiver of the right to subsequently enforce said provision.

The Association shall be reimbursed by the owner for reasonable attorneys fees and costs of any law suit or other action taken in order to enforce this provision.

This Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions on the day and year opposite their names.

NORTH HILL HOMEOWNERS ASSOCIATION
A California corporation

Date: April 8, 1981

By: 
GERALD GLASSFORD, President

Date: April 9th, 1981

By: 
HENRI KAHN, Vice President

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.



On April 7, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared GERALD GLASSFORD, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Elizabeth A. Davidson
NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.



On April 9, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared HENRI KAHN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Mary Tsioutsias
NOTARY PUBLIC

81- 370668

Acknowledgment—(District) (Organization) (Association) etc.

STATE OF CALIFORNIA
County of Los Angeles

SS.

81- 370668

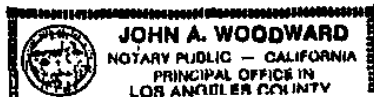
On 4/9/81 before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Glassford, known to me to be the Principal and Henri Kahn, known to me to be the Vice President of the North Hill Homeless Association, the representatives that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Association therein named, and acknowledged to me that such officers executed the same.

WITNESS my hand and official seal.

Signature

John A. Woodward
John A. Woodward

(Seal)



Name (Typed or Printed)
Notary Public in and for said State

North Hill Homeowners Association

Bylaws



If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates State and Federal Fair Housing Laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

BK M4639 PG 570

As per [unclear] Agreement

BY-LAWS

OF

THE NORTH HILL HOMEOWNERS ASSOCIATION
a corporation organized under the General Nonprofit
Corporation Law of the State of California

PREAMBLE

Pursuant to the applicable laws of the State of California and the Articles of Incorporation of said corporation and to the provisions of that certain "DECLARATION AND ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH HILL _____, A CONDOMINIUM PROJECT" (hereinafter, DECLARATION) promulgated and executed by S P - ONE, a Limited Partnership, on the 8th day of March, 1974, and recorded in the Office of the Recorder of Los Angeles County on the _____ day of _____, 1974, as Instrument No. _____ in Book _____ at Pages _____, et seq. of Official Records, relating to the condominium residential development located in the City of Torrance on the real property described legally as:

Lot No. 1, of Tract No. 25580, in the County of Los Angeles, State of California, as per map recorded in Book 836, Pages 13 to 14, inclusive, of Maps in the Office of the Recorder of Los Angeles County,

and including,

Units 1 to 25, inclusive, as shown on the Condominium Plan recorded on the 19th day of MARCH, 1974, as Instrument No. 538 in the Office of the Recorder of said County.

which DECLARATION relates to the management and operation of said Lot No. _____ and the improvements, buildings and other structures situate, or to be situate thereon, and certain other matters applicable to each of said Units 1 to 25, inclusive, WE HEREBY adopt, establish and declare the following as the BY-LAWS of THE NORTH HILL HOMEOWNERS ASSOCIATION.

ARTICLE I. - NAME AND DESIGNATION

Section 1. NAME: The name of this corporation shall be "THE NORTH HILL HOMEOWNERS ASSOCIATION" (hereinafter referred to as the ASSOCIATION),

Section 2. DESIGNATION: These BY-LAWS shall be known and designated as the "BY-LAWS OF THE NORTH HILL HOMEOWNERS ASSOCIATION", and shall constitute the BY-LAWS referred to in the said DECLARATION.

ARTICLE II. - DEFINITIONS

Section 1. As used in these BY-LAWS certain words, terms and phrases shall be deemed to be defined as and mean the same as the same words, terms and phrases are defined in the DECLARATION.

EXHIBIT "A-2"

Section 2. Whenever used in these BY-LAWS the masculine gender shall be deemed to mean the female or neuter gender, and the singular form shall be deemed to mean the plural form and vice versa, as the case may be.

ARTICLE III. - OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the ASSOCIATION is hereby fixed and located at 3618 Newton Street in the City of Torrance, in the County of Los Angeles, State of California. The BOARD is hereby granted full power and authority to change said Principal Office from one location to another, but within the geographical limits of the City of Torrance.

Section 2. OTHER OFFICES. Branch or subordinate offices may at any time be established by the BOARD at any place or places, but within the geographical limits of the City/~~County~~ of Torrance.

ARTICLE IV. - MEETINGS OF OWNERS OF UNITS

Section 1. PLACE OF MEETINGS. All Annual Meetings of OWNERS shall be held at the Principal Office of the ASSOCIATION and all other meetings of OWNERS shall be held either at the Principal Office or at any other place within the geographical limits of the City/~~County~~ of Torrance, which may be designated either by the BOARD pursuant to authority hereinafter granted to said BOARD, or by written consent of all OWNERS entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the BOARD.

Section 2. ANNUAL MEETINGS. (a) The Annual Meetings of OWNERS shall be held on the 1st Monday in April of each year, at 8:00 P.M. provided, however, that should said day fall upon a legal holiday, then such Annual Meeting of OWNERS shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday.

(b) Written notice of each Annual Meeting shall be given to each OWNER entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such OWNER at his or her address appearing on the records of the ASSOCIATION or given by him or her to the ASSOCIATION for the purpose of Notice. If an OWNER gives no address, notice shall be deemed to have been given him or her if sent by mail or other means of written communication addressed to the UNIT owned by such OWNER within the PROJECT, or if published at least once in some newspaper of general circulation in the County in which the ASSOCIATION office is located. All such notices shall be sent to such OWNER entitled thereto, not less than ten (10) days before such Annual Meeting, and shall specify the place, day and hour of such Meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such Meeting before action may be taken at such meeting.

Section 3. SPECIAL MEETINGS: Special Meetings of the OWNERS, for any purpose or purposes whatsoever, may be called at any time by the Chairman of the BOARD, or by one or more OWNERS holding not less than one-fifth (1/5th) of the voting power of the ASSOCIATION. Except in special cases where other express provision is made by statute, notice of such Special Meetings shall be given in the same manner as for Annual Meetings of OWNERS. Notices of any Special Meeting shall specify, in addition to the place, day and hour of such Meeting, the nature of the business to be transacted.

Section 4. ADJOURNED MEETINGS AND NOTICES THEREOF: (a) Any OWNER'S Meeting, Annual or Special, whether or not a quorum is present, may be adjourned from time to time by vote of a majority of the votes, the holders of which are either present in person or by proxy thereat, but in the absence of a quorum, no other business may be transacted at any such Meeting.

(b) When any OWNER'S Meeting, either Annual or Special, is adjourned for thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting, other than by announcement at the Meeting at which such adjournment is taken.

Section 5. ENTRY OF NOTICE: Whenever any OWNER entitled to vote has been absent from any Meeting of OWNERS, whether Annual or Special, an entry in the minutes to the effect that notice has been duly given shall be sufficient evidence that due notice of such Meeting was given to such OWNER, as required by law and the BY-LAWS of the ASSOCIATION.

Section 6. VOTING, CUMULATIVE VOTING RE ELECTION TO BOARD:

(a) At all Meetings of OWNERS, every OWNER entitled to vote shall have the right to vote in person or by proxy. Such vote may be given by viva voce or by ballot; provided, however, that all elections for members of the BOARD must be by ballot. At all elections of members of the BOARD, each OWNER shall be entitled to as many votes as shall equal the number of CONDOMINIUMS owned by such OWNER multiplied by the number of the members of the BOARD to be elected, and he may cast all of such votes for a single nominee or may distribute them, as he may see fit. The candidates receiving the highest number of votes up to the number of members of the BOARD to be elected shall be elected.

(b) Whenever the ownership of a UNIT is vested in more than one PERSON the following rules shall be applicable:

(i) The OWNERS, among themselves, shall decide who shall cast the vote of the UNIT, and the OWNER casting the ballot shall certify that he has the consent of all of the OWNERS of said UNIT.

(ii) If all of the OWNERS of a UNIT are unable to agree whom amongst them shall cast the vote, the vote of such OWNERS on the issue to be determined shall be deemed forfeited.

(iii) Neither the BOARD, nor any other OWNER, shall be obliged to inquire as to the consent or determination of such OWNERS amongst themselves or to poll such OWNERS and the casting of a vote by one of such OWNERS shall be conclusive as to the determination of all.

Section 7. QUORUM: The presence in person or by proxy of the OWNERS of not less than Fifty Percentum (50%) of the UNITS shall constitute a quorum for the transaction of business. The OWNERS present at a duly called or held Meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough OWNERS to leave less than a quorum. When a quorum is present at any Meeting, a majority in interest of the UNITS represented thereat shall decide any question brought before such Meeting, or if under the ARTICLES or DECLARATION or these BY-LAWS a larger and different vote is required, then in which case such express provision shall govern and control the determination of such question.

ARTICLE V. - BOARD OF DIRECTORS

Section 1. POWERS: The BOARD of DIRECTORS shall have the powers vested in it under the ARTICLES and the DECLARATION, including the power to:

First: To select all other officers, agents and employees of the ASSOCIATION, prescribe such powers and duties for them as may not be inconsistent with law, with the ARTICLES, DECLARATION or the BY-LAWS, fix their compensation (if any) and require from them security for faithful service.

Second: To conduct, manage and control the affairs and business of the ASSOCIATION, and to make such RULES and REGULATIONS therefore not inconsistent with law, the ARTICLES, DECLARATION or the BY-LAWS, as they may deem necessary and appropriate in the best interests of the ASSOCIATION.

Third: To change the principal office for the transaction of the business of the ASSOCIATION from one location to another within the same area as provided in Article IV, Section 1, hereof; to fix and locate from time to time, one or more branch or subsidiary offices of the ASSOCIATION within or without the area as provided in Article III, Section 2, hereof; to designate the place within the geographical area of the City/~~County~~ of Torrance for the holding of any OWNER'S Meetings except Annual Meetings.

Fourth: To appoint committees to assist and advise the BOARD.

Fifth: To sue, in the name of the ASSOCIATION, others and to sue any OWNER to collect any delinquency and any assessment lawfully imposed upon any OWNER and to restrain or enforce any breach of or any of the provisions of the DECLARATION or these BY-LAWS.

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Section 2. NUMBER AND QUALIFICATIONS OF DIRECTORS: The authorized number of DIRECTORS of the ASSOCIATION shall be five (5) until changed by amendment of the ARTICLES and DECLARATION or by an amendment to this Section 2 of this Article V of these BY-LAWS duly adopted by the vote or written assents of the OWNERS of fifty-one (51) percent of the UNITS. No person not an OWNER shall be eligible to be elected or service as a member of the BOARD.

Section 3. ELECTION, TERM OF OFFICE AND REMOVAL: Except for the first elected members of the BOARD who shall be elected at the first or organization Meeting of the OWNERS and who shall serve thereafter until their respective successors are elected, the members of the BOARD shall be elected at each Annual Meeting of the OWNERS. If any such Annual Meeting is not held, or all of the members of the BOARD are not elected thereat, they may be elected at any Special Meeting of the OWNERS held hereafter for that purpose. All members of the BOARD shall hold office until their respective successors are elected. The OWNERS may at any time, either at a regular or Special Meeting and with or without cause, remove any member of the BOARD as provided in Section 810 of the Corporations Code of the State of California.

Section 4. VACANCIES: (a) Vacancies in the BOARD may be filled by a majority of the remaining members of the BOARD, though less than a quorum, and each DIRECTOR so elected shall hold office until his or her successor is elected at an Annual or Special Meeting of the OWNERS.

(b) A vacancy or vacancies in the BOARD shall be deemed to exist in case of the death, resignation or removal of any members thereof, or if the authorized number thereof be increased, or if the OWNERS fail at any Annual or Special Meeting of OWNERS at which any member or members of the BOARD are elected, to elect the full authorized number to be voted for at that Meeting. A member of the BOARD whose ownership in a UNIT shall terminate shall be deemed to have resigned as such at the time of such termination.

(c) The OWNERS may elect a member of the BOARD at any time to fill any vacancy or vacancies not filled by the other members of the BOARD. If the BOARD shall accept the resignation of one of its members tendered to take effect at a future time, the BOARD or the OWNERS shall have power to elect a successor to take office when the resignation is to become effective.

(d) No reduction of the authorized number of members of the BOARD shall have the effect of removing any member thereof prior to the expiration of his or her term of office.

Section 5. PLACE OF MEETING: Regular Meetings of the BOARD shall be held at any place within the City of Torrance which has been designated from time to time by resolution of the BOARD or by written consent of all members of the BOARD. In the absence of such designation, regular Meetings shall be held at the principal office of the ASSOCIATION. Special Meetings of the BOARD may be held either at a place so designated or at the principal office.

Section 6. ORGANIZATION MEETING: Immediately following the first organization Meeting of the OWNERS and each Annual Meeting of OWNERS, the BOARD shall hold a regular Meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such Meetings shall be given orally at the first or organization Meeting.

Section 7. OTHER REGULAR MEETINGS: Other regular Meetings of the BOARD shall be held without call on the 2nd Tuesday of each month at 7:00 o'clock P.M.; provided, however, that should said day fall upon a legal holiday, then said Meeting shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular Meetings of the BOARD shall not be required.

Section 8. SPECIAL MEETINGS: (a) Special Meetings of the BOARD for any purpose or purposes shall be called at any time by the chairman, or, if he is absent or unable or refuses to act, by any vice-chairman, or, if he is absent or unable or refuses to act, by any member of the BOARD.

(b) Written notice of the time and place of Special Meetings shall be delivered personally to the members of the BOARD or sent to each of them by mail or other form of written communication, charges prepaid, addressed to him or her at his or her address as it is shown upon the records of the ASSOCIATION, or if it is not shown on such records or is not readily ascertainable, at the place in which the Meetings of the BOARD are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the U. S. Mail or delivered to the telegraph company in the place in which the principal office of the ASSOCIATION is located at least ninety-six (96) hours prior to the time of the holding of the Meeting. In case such notice is delivered personally as above provided, it

shall be so delivered at least ninety-six (96) hours prior to the time of the holding of the Meeting. Such mailing, telegraphing or delivery as above provided, shall be due, timely, legal and personal notice to such member of the BOARD.

Section 9. NOTICE OF ADJOURNMENT: Notice of the time and place of holding an adjourned Meeting need not be given to absent members of the BOARD if the time and place be fixed at the Meeting adjourned.

Section 10. ENTRY OF NOTICE: Whenever any member thereof has been absent from any Special Meeting of the BOARD, an entry in the minutes to the effect that notice has been duly given shall be sufficient evidence that due notice of such Special Meeting was given to such member, as required by law and the BY-LAWS of the ASSOCIATION.

Section 11. WAIVER OF NOTICE: The transactions of any Meeting of the BOARD, however called and noticed or wherever held, shall be as valid as though had at a Meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the Meeting, each of the members of the BOARD not present, sign a written waiver or a consent to holding such Meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the ASSOCIATION records or made a part of the minutes of the Meeting.

Section 12. QUORUM: A majority of the authorized number of members of the BOARD shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the members of the BOARD present at a Meeting duly held at which a quorum is present, shall be regarded as the act of the BOARD, unless a greater number be required by law.

Section 13. ADJOURNMENT: A quorum of the BOARD may adjourn any Meeting of the BOARD to a stated time, place and hour, provided however, that in the absence of a quorum, the members of the BOARD present at any BOARD Meeting, either regular or Special, may adjourn from time to time, until the time fixed for the next regular Meeting of the BOARD.

Section 14. ACTION WITHOUT MEETING: Any action required or permitted to be taken by the BOARD under any provision of law or these BY-LAWS may be taken without a Meeting if all members of the BOARD shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the BOARD. Such action by written consent shall have the same force and effect as a unanimous vote of the BOARD. Any certificate or other document which relates to action so taken shall state that the action was taken by unanimous written consent of the BOARD without a meeting, and that these BY-LAWS authorize the members of the BOARD to so act, and such statement shall be prima facie evidence of such authority.

Section 15. FEES AND COMPENSATION: Members of the BOARD shall not receive any salary for their services as such, but, by resolution of the BOARD, the actual expenses incurred by any of its members in connection with the business or affairs of the ASSOCIATION may be reimbursed to such member.

ARTICLE VI. - OFFICERS

Section 1. OFFICERS: The officers of the ASSOCIATION shall be:

1. Chairman
2. Vice Chairman
3. Secretary
4. Treasurer
5. Assistant Secretary

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The ASSOCIATION may also have, at the discretion of the BOARD, one or more additional vice-chairmen, one or more assistant-secretaries, one or more assistant-treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers shall be chosen from the members of the BOARD only. One person may hold two or more offices, except those of Chairman and Secretary.

Section 2. ELECTIONS: The officers of the ASSOCIATION, except such officers as may be appointed in accordance with the provisions of Sections 3 or 5 of this Article, shall be chosen at the first or organization Meeting of the BOARD, and thereafter, at the Annual Meeting of the BOARD.

Section 3. SUBORDINATE OFFICERS, ETC. The BOARD may appoint such other officers as the business of the ASSOCIATION may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the BY-LAWS or as the BOARD may from time to time determine.

Section 4. REMOVAL AND RESIGNATION: (a) Any officer may be removed, either with or without cause, by the OWNERS of a majority of all the UNITS at the time in office at a regular or Special Meeting of the OWNERS.

(b) Any officer may resign at any time by giving written notice to the BOARD, or to the Secretary of the ASSOCIATION. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES: A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filled in the manner prescribed in these BY-LAWS for regular appointments to such office.

Section 6. CHAIRMAN: The Chairman shall be the chief executive officer of the ASSOCIATION and shall, subject to the control of the BOARD, have general supervision, direction and control of the business and affairs of the ASSOCIATION. He shall preside at all Meetings of the OWNERS and at all Meetings of the BOARD. He shall be ex-officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of the Chairman of a corporation and shall have such other powers and duties as may be prescribed by the BOARD or these BY-LAWS.

Section 7. VICE CHAIRMAN: In the absence or disability of the Chairman, the Vice-Chairmen, in order of their rank as fixed by the BOARD, or if not ranked, the Vice-Chairman designated by the BOARD, shall perform all the duties of the Chairman, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chairman. The Vice-Chairmen shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the BOARD or these BY-LAWS.

Section 8. SECRETARY: (a) The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the

BOARD may order, of all Meetings of the BOARD and OWNERS, with the time and place of holding, whether regular or Special, and if Special, how authorized, the notice thereof given, the names of those members of the BOARD and OWNERS present, the names of those present at the BOARD Meeting, the number of UNIT votes present or represented at OWNERS' Meetings, and the proceedings thereof.

(b) The Secretary shall keep, or cause to be kept, at the principal office or at the office of the ASSOCIATION, an OWNERS register, showing the names of the OWNERS and their addresses.

(c) The Secretary shall give or cause to be given, notice of all Meetings of OWNERS and the BOARD, as required by these BY-LAWS or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the BOARD or these BY-LAWS.

Section 9. TREASURER: (a) The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the ASSOCIATION, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. Any surplus shall be classified according to source and shown in a separate account. The books of account shall at all times be open for inspection by any member of the BOARD.

(b) The Treasurer (or any agent designated by the BOARD) shall deposit all monies and other valuables in the name and to the credit of the ASSOCIATION with such depositories as may be designated by the BOARD. The Treasurer (or such designated agent) shall disburse the funds of the ASSOCIATION as may be ordered by the BOARD and shall render to the Chairman and other members, when they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the ASSOCIATION, and shall have such other powers and perform such other duties as may be prescribed by the BOARD or these BY-LAWS. The faithful performance by the Treasurer of his or her duties as such shall be secured by an adequate and satisfactory bond approved by the BOARD.

ARTICLE VII. - MISCELLANEOUS

Section 1. FISCAL YEAR: The fiscal year of the ASSOCIATION shall be January 1 to December 31, inclusive.

Section 2. RECORD DATE AND CLOSING OWNERS LISTS: The BOARD may fix a time, in the future, not exceeding fifteen (15) days preceding the date of any Meeting of OWNERS as the record date for the determination of the OWNERS entitled to notice of and to vote at any such Meeting and in such case only OWNERS of record on the date so fixed shall be entitled to notice of and to vote at such Meeting, or to exercise such rights, as the case may be, notwithstanding any transfer of any ownership on the books of the ASSOCIATION after any record date fixed as aforesaid. The BOARD may close the books of the ASSOCIATION against transfers of ownerships of a UNIT during the whole, or any part of any such period.

Section 3. INSPECTION OF ASSOCIATION RECORDS: The OWNERS list or duplicate OWNERS list, the books of account, and minutes of proceedings of the OWNERS and BOARD shall be open to inspection upon the written demand of any OWNER, at any reasonable time, and for a purpose reasonably related to his interest as an OWNER, and shall be exhibited at any time when required by the demand of ten (10) percent of the UNITS represented at any OWNERS'

Meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at an OWNERS' Meeting shall be made in writing upon the Chairman, Secretary or Assistant-Secretary of the ASSOCIATION.

Section 4. CHECKS, DRAFTS, ETC.: All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the ASSOCIATION, shall be signed or endorsed by such person or persons and in such manner as, from time to time shall be determined by resolution of the BOARD, but, by at least two (2) persons.

Section 5. ANNUAL REPORT: The BOARD shall cause to be sent to the OWNERS not later than sixty (60) days after the close of the fiscal year an annual report which shall include, among other things, a detailed statement, certified by a certified public accountant, of the income and expenses of the ASSOCIATION during such fiscal year and a balance sheet setting forth the assets and liabilities of the ASSOCIATION.

Section 6. CONTRACTS, ETC.: HOW EXECUTED: The BOARD, except as these BY-LAWS otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the ASSOCIATION and such authority may be general or confined to specific instances; and unless so authorized by the BOARD, no officer, agent or employee shall have any power or authority to bind the ASSOCIATION by any contract or agreement or to pledge its credit to render it liable for any purpose or to any amount.

Section 7. INSPECTION OF BY-LAWS: The ASSOCIATION shall keep in its principal office for the transaction of business the original or a copy of these BY-LAWS as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the OWNERS at all reasonable times during business hours.

Section 8. BONDS: All persons, whether members of the BOARD, officers or otherwise, with authority to sign checks, drafts or other orders for payment of money or notes or contracts or to otherwise obligate the ASSOCIATION shall (at the expense of the ASSOCIATION in the case of members of the BOARD and its officers) furnish an adequate and sufficient bond to insure the faithful and honest performance by them of their duties in connection therewith.

Section 9. ROBERTS RULES OF ORDER: Except as may be provided in these BY-LAWS all Meetings of the OWNERS and the BOARD shall be conducted in accordance with Roberts Rules of Order.

ARTICLE VIII. - AMENDMENTS

Section 1. POWER OF OWNERS: New BY-LAWS may be adopted or these BY-LAWS may be amended or repealed by the vote of the OWNERS of not less than fifty-one (51) percent of the UNITS.

North Hill Homeowners Association

Minutes of Regular Board Meetings



Required Minutes of Regular Board Meetings
conducted over the previous 12 months, if
requested, Section 4525(a)(10)

Meeting minutes are recorded for every
Association (monthly/quarterly/annually).
According to the Association, the available
meeting minutes will be uploaded to your
order upon completion. Please check under
“Management Uploaded Files”.

Thank you,
Cammarata Management, Inc.