

15. Changes in CONDOMINIUMS and Amendments
to PLAN and Exhibits By Declarant;
Power of Attorney to Declarant.

15.1 Subject to Section 15.2 hereof, but notwithstanding any other provision of this Declaration to the contrary, for a period of seven (7) years from the date of this Declaration, or until the sale of the last CONDOMINIUM to be sold in the PROJECT (including any CONDOMINIUMS located on Additional Property annexed hereto), whichever is earlier, Declarant reserves to itself, its successors and assigns the exclusive and absolute right:

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(a) to remodel, alter, decorate, re-structure, tear out or rebuild and to change the size, shape and location of ("remodel") the interior of any building or structure containing UNITS which is located in or on the PROJECT, including any building, structure or UNIT located on any Additional Property annexed hereto, provided, that Declarant and its successors and assigns shall have no right to remodel UNITS owned by persons other than Declarant, its successors and assigns as developers of the PROJECT. The right to remodel shall specifically include the right to eliminate one or more unsold UNITS entirely through expansion of the size of adjacent UNITS; and

(b) to the extent Declarant deems it necessary, to amend any PLAN filed with respect to any of the unsold UNITS in the PROJECT by varying the size, shape or location of said UNITS and the diagramatic floor plans, locations and dimensions of unsold UNITS, built or to be built; and

(c) to the extent Declarant deems it necessary, to amend this Declaration, any Declaration of Annexation or any exhibits thereto in order to make any adjustments required in the undivided interests in the COMMON AREAS to be conveyed in connection with the sale of an altered UNIT.

15.2 Prior to the commencement of any remodeling, Declarant shall furnish the ASSOCIATION with a bond written by good and sufficient sureties in the full

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amount of the cost of remodeling, conditioned that Declarant, its successors and assigns shall perform the work required by the remodeling and shall pay or cause to be paid in full the claims of all persons for work or labor done, services performed and materials contributed to the remodeling. Such bond shall name the ASSOCIATION as the insured party.

15.3 Each CONDOMINIUM grantee, by joining in the execution of his individual CONDOMINIUM grant deed (all grant deeds of which shall contain a provision specifically incorporating this Section by reference), shall thereby constitute and irrevocably appoint Declarant, its successors and assigns as his Attorney-In-Fact and Agent, for the purpose of executing and acknowledging, on behalf of such CONDOMINIUM grantee, any and all amendments to the PLAN and the exhibits to this Declaration or any Declaration of Annexation deemed necessary by Declarant to conform said documents to the remodeling done or approved by Declarant as provided above, which in any event shall be done or approved within the time limit for remodeling set forth above.

The Reservation and Power-Of-Attorney described in this Section 15 are reserved and accepted by Declarant in order to insure uninterrupted progress in the development of the PROJECT, including additions to the PROJECT through annexation, for the benefit and convenience of Declarant and of all the OWNERS and future OWNERS in the

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PROJECT, and in order that there be convenient methods of compliance with California Civil Code Section 1351. Accordingly, the provisions of this Section are and shall be deemed to be coupled with an interest, are intended to run with the land, and shall be binding upon future OWNERS in the PROJECT, their heirs, assigns and successors in interest.

15.4 Each OWNER for himself, his executors, administrators, heirs, successors and assigns, hereby covenants, warrants and agrees that in any document of conveyance he executes and delivers for the purpose of transferring the ownership of his CONDOMINIUM or any interest therein, he will require the transferee to undertake to be bound by and comply with all of the requirements of this Section 15, including, but not limited to the appointment of Declarant as such transferee's legal Attorney-In-Fact for the purposes of this Section 15.

16. Voting.

Except as expressly provided to the contrary herein,

16.1 Each OWNER shall have one vote multiplied by the number of CONDOMINIUMS which he owns in the PROJECT on every matter submitted to a vote, or which allows a written consent, of the MEMBERS when such matter is one which concerns or directly affects more than one PHASE or any portion of the ASSOCIATION PROPERTY.

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16.2 On each matter affecting solely one PHASE, or any part thereof, each OWNER shall have one vote multiplied by the number of UNITS he owns in the PHASE. If a matter concerns a portion of the COMMON AREAS designated as ASSOCIATION PROPERTY, voting shall be in accordance with Section 16.1 hereof.

17. Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the PROJECT.

18. Amendment.

18.1 Except as otherwise expressly provided herein, the provisions of this document may be amended only by an instrument in writing signed and acknowledged by OWNERS liable to pay at least seventy-five percent (75%) of any assessment levied pursuant to Section 7.2 hereof, which amendment shall be effective upon recordation in the Office of the Recorder of the County of Los Angeles. The provisions of this Section 18 may be amended only by an instrument in writing signed and acknowledged by all the OWNERS. Nothing in this Section 18 or elsewhere herein shall authorize or permit any amendment to Sections 2, 4, 10, 13, or 25 unless at least eighty percent (80%) of the obligees of obligations secured by a FIRST MORTGAGE on all or any portion of the PROJECT join in the adoption of any

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such amendment. No amendment shall be made to Section 15 hereof without the consent of Declarant.

18.2 No amendment otherwise permitted under this Section 18 or elsewhere in this Declaration which would defeat the obligation of the Association to maintain the Common Areas in a first class condition and in a good state of repairs, or which would defeat the assessment procedure to assure such maintenance, may be made without the prior approval of the City of Los Angeles; provided, that such approval shall not be required in the event the Owners vote to waive the prohibition against partition hereunder.

19. Effect of Violations on Liens.

No breach of any of the terms or conditions of this Declaration shall defeat or render invalid the lien of any MORTGAGE made in good faith and for value.

20. Effectiveness of Creation of PROJECT.

The creation of a PHASE shall become effective upon the first conveyance by Deed by Declarant of a CONDOMINIUM in the PHASE as provided herein. Thereafter and until the conveyance of all CONDOMINIUMS included in this PROJECT, it is understood that Declarant shall for all purposes be the OWNER of the remaining CONDOMINIUMS and shall have all the rights, benefits and obligations of the OWNER of such CONDOMINIUMS until conveyed by Declarant to some other person or entity.

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21. Invalidity of Any Provision.

In the event any condition or restriction herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way effect any other condition or restriction herein contained.

22. Non-Waiver - Breach.

The waiver of or failure to proceed against a breach of any of the covenants, conditions and restrictions hereof shall not be construed as a waiver of any succeeding breach or violation thereof or of any other covenants, conditions or restrictions.

23. Attorneys' Fees.

In the event the BOARD or any OWNER or OWNERS shall bring legal action against any other OWNER to enforce the terms, covenants, conditions and restrictions of this Declaration, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

24. Successors.

This Declaration shall be for the benefit of and be binding upon the heirs, legatees, executors, devisees, administrators, guardians, conservators, successors, purchasers, lessees, encumbrancers, donees, grantees, mortgagees, lienors and assigns of and from the OWNERS in the PROJECT.

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25. Waiver of Remedy of Unlawful Detainer

None of the OWNERS, the BOARD or the ASSOCIATION shall have the right to proceed against an OWNER by means of an unlawful detainer action, and the BOARD, the ASSOCIATION, and each of the OWNERS expressly waive any right which they might have under law to do so.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

TERRANICS ASSOCIATES
a partnership

By Ronald H. Albrecht
Donald H. Albrecht, Partner

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On August 16, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD H. ALBRECHT, known to me to be the person whose name is subscribed to the within instrument, and known to me to be a General Partner of TERRAMICS ASSOCIATES, a general partnership, and acknowledged to me that SUCH PARTNERSHIP executed the same.
~~that~~



Carole A. Fox
Notary Public

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