

COPY

**CLARK TERRACE
CONDOMINIUMS**

**Covenants,
Conditions and
Restrictions
CC & R'S**

July 7, 1978

#12
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7-0-DRAWER "T"
TARZANA, CA. 91356
Attn: Subdivision

INDEX FOR
DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
CLARK TERRACE CONDOMINIUMS
TRACT 33025
CITY OF LONG BEACH, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

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FEE \$ 71.00

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RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.
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Recorder's Office

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DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
CLARK TERRACE CONDOMINIUMS
Tract 33025
City of Long Beach, County of Los Angeles
State of California

THIS DECLARATION, is made this 18th day of May, 1978 by C. ROBERT LANGSLET & SON, INC., a California corporation, hereinafter referred to as "Declarant," with reference to the following facts:

A. On or about the date of recordation of this Declaration, in the Office of the County Recorder of Los Angeles County, Declarant owns that certain real property, commonly known as CLARK TERRACE CONDOMINIUM, located at 1655 Clark Avenue, in the City of Long Beach, County of Los Angeles, State of California, improved with ninety (90) units and with the property, improvements and all appurtenances and facilities thereof, being hereinafter collectively referred to as the "Project," all of which is more particularly described as:

Lot 1 of Tract 33025, as per Map recorded in Book 889, at Page 41-43 of Maps, in the Office of the County Recorder of Los Angeles County (the "Property.")

B. It is the desire and intention of Declarant to sell and convey interests in said real property, to various individuals and subject to certain basic protective restrictions, limitations, easements, covenants, reservations, liens and charges between it and acquirers or users of said property, as hereinafter set forth.

NOW, THEREFORE, pursuant to the provisions of Chapter 1, of Title 6, Part IV of Division 2 of the California Civil Code and Section 1468 of the California Civil Code, Declarant hereby declares that the property, improvements, appurtenances and facilities described herein and as shown on the Condominium Plan, to be recorded in connection with this project, shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved only upon and subject to, the following uniform covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes, all of which are hereby declared, established, expressed and agreed: (1) to be in furtherance of a plan for the subdivision and sale of individual condominiums in a condominium project, as defined in Section 1350 of the California Civil Code; (2) to be for the benefit and protection of the project, its desirability, value and attractiveness; (3) to be for the benefit of the owners of the condominiums in the project; (4) to run with the land and be binding upon all parties having or acquiring any right, title or interest in the project or any portion thereof; (5) to inure to the benefit of every portion of the project and any interest therein; and (6) to inure to the benefit of and be binding upon each successor and assignee in interest of each owner and of Declarant. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant or by the Association (as hereinafter defined) of a condominium in the project, will and hereby is, deemed to incorporate by reference, the provisions of this Declaration, including, but not limited to, covenants, conditions, restrictions, limitations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes contained herein. The provisions of this Declaration shall be enforceable by Declarant, any owner or its or his successor in interest, and shall also be enforceable by the Association, its Board of Directors, or any

person, firm, corporation or other association, duly authorized by the Association or its Board of Directors, to enforce all or any one or more of the provisions hereof.

ARTICLE I

DEFINITION OF TERMS

Whenever used in this Declaration, the following shall mean:

1. **DECLARANT:** shall mean: C. ROBERT LANGSLET & SON, INC., a California corporation, its successors and assigns, if such successors and/or assigns should acquire all or any portion of the property for the purpose of sale and are designated by C. ROBERT LANGSLET & SON, INC., as the Declarant, by a duly recorded instrument executed by C. ROBERT LANGSLET & SON, INC.,
2. **DECLARATION,** shall mean this Declaration, as the same may be amended, changed, modified or augmented from time to time.
3. **UNIT,** shall mean the elements of a condominium which are not owned in common with owners of other units in the project. The boundaries of the ninety (90) units are as shown and defined on the Condominium Plan, recorded March 1, 1978, as Instrument No. 78-223993, Official Records, Los Angeles County.
4. **COMMON AREA,** shall mean the entire project, excepting all units therein granted or reserved subject to all easements and rights of use described herein and in the document of conveyance through which each owner acquired his condominium.
5. **CONDOMINIUM,** shall mean a condominium as defined in Section 783 of the California Civil Code, consisting of an individual interest in common in a portion of a parcel of real property, together with a separate interest in the space in a residential

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building on such real property; more particularly, an estate in real property, consisting of an undivided 1/90th interest in the Common Area, together with a separate interest in a unit as hereinbefore defined in said property and an exclusive easement and right to use, for parking purposes only, two parking spaces as shown and described on the Parking Plan, attached hereto and made a part hereof.

6. OWNER, shall mean the record owner or owners if more than one, of a condominium in the project, including Declarant so long as any condominiums remain unsold.

7. ASSOCIATION, shall mean CLARK TERRACE HOMEOWNERS ASSOCIATION, INC., an incorporated association, consisting of all owners of condominiums in the project, which entity shall have the duty of maintaining, operating, and managing the Common Area of the project in the manner and to the extent provided for herein. Each owner shall become a member of the Association contemporaneously with the acquisition of a unit without further documentation of any kind.

8. ORGANIZATIONAL MEETING, shall mean the first meeting of owners referred to in Article IV hereof, wherein the owners elect a new Board of Directors to manage the Association.

9. BY-LAWS, shall mean and refer to the duly adopted By-Laws of the Association, as the same may be amended from time to time.

10. BOARD, shall mean the Board of Directors of the Association.

11. PROJECT, shall mean the entire parcel of real property, divided or to be divided into condominiums, including all structures and improvements thereon.

12. PROPERTY AND IMPROVEMENTS, shall mean and include all that

real property more particularly described in Tract 33025, as per map recorded in the Office of the County Recorder of Los Angeles County, together with ninety (90) units and Common Area as more particularly shown and defined on the Condominium Plan recorded in connection with this project.

13. CONDOMINIUM PLAN, shall mean and refer to the Plan prepared and executed with respect to the project.

ARTICLE II

DESCRIPTION OF LAND AND IMPROVEMENTS

Section 1. CONDOMINIUM PLAN BEST AUTHORITY. The following description is intended for information purposes only and in the event of any conflict between this description and the Condominium Plan, said Condominium Plan shall be deemed to conclusively control.

Section 2. PROPERTY DESCRIPTION. The property consists of all of Lot 1 of Tract 33025, in the City of Long Beach, County of Los Angeles, State of California, as per Map recorded in the Office of the County Recorder of said County. The hereinbefore described real property consists of a five-sided plot of real property approximately 3.0 acres in size, located at 1655 Clark Avenue, Long Beach, California. Improvements will consist of three 4-story residential buildings with 30 dwelling units in each building, together with 180 resident parking spaces and 16 guest parking spaces and recreational facilities.

Section 3. PROPERTY BOUNDARIES. The property has within its boundaries, various units and Common Area as shown and described on the Condominium Plan.

Section 4. DESCRIPTION OF INDIVIDUAL CONDOMINIUMS. Each unit within the project which shall be offered for sale, shall consist of a fee simple interest in and to a particular unit, together

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with a specified undivided interest as a tenant-in-common in and to the Common Area as set forth on EXHIBIT "B" hereto attached and made a part hereof, the unit more particularly shown and described on the Condominium Plan.

Section 5. PARKING. Each purchaser of a condominium shall be granted by Declarant in the deed to said purchaser, an exclusive easement and an exclusive right to use, without limitation as to time, two parking spaces as shown on the Parking Plan, EXHIBIT "A", attached hereto and made a part hereof. All parking spaces shall be used only by owners and their lessees and all such persons shall be required to have and keep in force property damage insurance on their automobiles.

Section 6. EASEMENTS. Each owner shall receive, as an incident of conveyance of his unit, a non-exclusive easement appurtenant to his unit, for ingress, egress and support over, across and through the Common Area and every portion of any unit within the project required for structural support of any building within which said condominium is located.

ARTICLE III

OWNERS' ASSOCIATION

Section 1. CREATION OF ASSOCIATION. The owners of units shall constitute an Owners Association. Each owner of a unit, including Declarant, shall be a member of the Association. Association membership shall be appurtenant to unit ownership and each owner of a unit shall automatically be a member of the Association. Ownership of a unit within the project shall be the sole qualification for membership in the Association.

Section 2. TRANSFER OF MEMBERSHIP. The Association membership of each owner (including Declarant) shall be appurtenant

to the condominium giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon the transfer of title to said condominium and then only to the transferee of title to said condominium. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium shall operate automatically to transfer membership in the Association appurtenant thereto to the new owner thereof.

Section 3. CONTROL OF COMMON AREA. The Common Area shall be controlled by the owners in common through their membership in the Association. The Association shall have the responsibility to manage and maintain or cause to be maintained all of the Common Area in a state of high quality so as to keep the whole project in a first class condition and in a good state of repair.

ARTICLE IV

MANAGEMENT OF OWNERS' ASSOCIATION

Section 1. CREATION OF BOARD OF DIRECTORS. The members of the Association shall hold an organizational meeting of the Association within 45 days after the close of the sale of the first unit which represents the 51st percentile interest authorized for sale under the first public report for the project, but in no event shall the meeting be held later than six (6) months after the close of the sale of the first unit, at which time, a Board of Directors shall be elected by vote of members of the Association. Prior to the organizational meeting, the initial Board named by Declarant shall manage the affairs of the Association

Section 2. ANNUAL MEETINGS. Annual meetings of owners shall be held on the same day of the same month of each year after the organizational meeting. At the organizational meeting, the

owners shall elect a Board of Directors consisting of five (5) members, of whom shall be owners and which may include Declarant or its representative.

Membership meetings shall be held within the project or at a meeting place as close thereto as possible. Unless unusual conditions exist, members meetings shall not be held outside of Los Angeles County.

Section 3. Owner Voting Rights. The Association shall have two classes of voting membership: Declarant; Class A members shall be entitled to vote for each unit in which they hold the interest required for membership. When more than one person holds such interest in any unit, all such persons shall be members. The one vote for such unit shall be exercised as they, among themselves, determine, but in no event, shall more than one vote be cast with respect to any unit.

Class B. Class B member shall be Declarant and shall be entitled to three votes for each unit in which it holds interest required for membership, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (b) 2 years after issuance of the most recently issued Final Report for the project.

The vote for each such unit may be cast only as a unit and fractional votes shall not be permitted. In the event joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners cast a vote representing a certain unit, it shall thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same unit. In the event more than one vote is cast for a particular unit by Class A members, none of said votes shall be counted and all of said votes shall be deemed void. Further, any action by the Association which must have approval of the Association membership before being undertaken, shall expressly require the vote or written assent of 51% of each class of membership during the time there are two outstanding classes of membership.

Section 4. ELECTION AND REMOVAL OF BOARD - CUMULATIVE VOTING FEATURES.

Every owner entitled to vote at any election of the Board may cumulate his vote and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which his unit(s) are entitled, or may distribute his vote on the same principal among as many candidates as he desires. The entire Board or any individual Director may be removed from office by affirmative vote of 51% or the members entitled to vote at an election of the Board. However, unless the entire Board is removed, an individual Director shall not be removed if the number of votes against the resolution of his removal exceeds the quotient arrived at when the total number of outstanding votes.

is divided by one plus the authorized number of Directors. Cumulative voting in the election of the Board shall be prescribed for all elections in which more than 2 positions on the Board are to be filled. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

Section 5. SPECIAL PROCEDURE. To assure resident owners representation on the Board, at least 1 member of the Board shall be elected solely by the vote of the owners, other than Declarant, at all elections where the owners, other than Declarant, do not have a sufficient percentage of voting power to elect at least 1 member of the Board through cumulative voting of all their votes. A Director who has been elected to office solely by the votes of members of the Association, other than Declarant, may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in members, other than Declarant.

Section 6. VOTING PROXIES. Voting may be carried out either in person or by proxy.

Section 7. QUORUM REQUIREMENTS FOR ASSOCIATION MEETINGS. At all meetings of the owners, 51% of owners present in person or by proxy shall constitute a quorum and a majority of owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion or the adoption of any resolution, except in connection with amendment or repeal of this Declaration, as hereinafter set forth in Articles X or XVI. If the required quorum is not present, another meeting may be called subject to the written notice requirement sent to all members at least 10 days in advance of such meeting, and the required quorum at

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the subsequent meeting shall be 1/2 of the required quorum for the preceding meeting. In the absence of a quorum at a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than 5 nor more than 30 days from the original meeting date.

Section 8. WRITTEN NOTICE OF MEETINGS. Written notice of regular and special meetings shall be given to members by the Board at least 10 days in advance of any such meeting. The notice shall specify the date, time and place of the meeting and in the case of a special meeting, the nature of business to be undertaken. A special meeting of members of the Association shall be promptly called by the Board upon: (a) the vote for such a meeting by a majority of a quorum of the Board; or (b) receipt of a written request therefor signed by members representing 25% of the total voting power of the Association, or by members representing not less than 15% of the voting power residing in members, other than Declarant.

Section 9. INDEMNIFICATION FOR PERFORMANCE OF DUTIES. Every Director, officer and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including attorney's fees) actually or necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved as a part, or otherwise by reason of his having been an officer or member of the Association, whether or not he continues in such capacity at the time of the incurring or imposition of such costs, expenses or liabilities,

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except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such person may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

ARTICLE V

DUTIES AND POWERS OF OWNERS' ASSOCIATION

Section 1. ADMINISTRATION OF PROJECT. The owners and each of them, together with all parties bound by this Declaration, covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the By-Laws and such rules and regulations as may be adopted by the Board, and amendments, changes and modifications thereto, as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the By-Laws, or said rules and regulations, the provisions of this Declaration shall prevail.

Section 2. AUTHORITY OF BOARD. Prior to the organizational meeting and thereafter, until their successors are elected, the initial Board or its duly appointed successors, shall manage the affairs of the Association. The Board as constituted, from time to time, shall at all times be responsible for the day-to-day operation and management of the affairs of the Association, and shall have the sole power and duty to perform and carry out the powers and duties of the Association, as set forth in this Declaration and the By-Laws, together with the powers and duties otherwise expressly delegated to the Board by this

Declaration or the By-Laws, except for action or activity expressly set forth herein or in the By-Laws, or the California Corporations Code, as requiring the vote or assent of members of the Association, or a given percentage thereof. Without limiting the generality of the foregoing, the Board shall have the following powers and duties:

(a) To enforce the applicable provisions of the Declaration, By-Laws and other instruments for the management and control of the project. The Board shall have the right to adopt reasonable rules and to amend the same from time to time. relating to the use of the Common Area and any recreational and other facilities situated thereon, by owners and their tenants or guests, and conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets and other activities, which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to persons residing or visiting therein. Such rules may provide that the owner whose occupants leave property on the Common Area in violation of the rules, may be assessed to cover the expense incurred by the Directors, in removing such property and storing or disposing thereof. The Directors may provide in such rules, for reasonable rental charges to be made with respect to the use of any storage areas or facilities which may exist upon the Common Area, provided that such charge shall, in no way, impose liability upon the Directors or any of its members for damage or loss to property so stored, it being intended that the use of any such storage area or facility be solely at the risk of the person using the same. A copy of such rules and all amendments thereto, shall be mailed to

