

When recorded mail to.

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Slide No
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1586

DECLARATION OF ESTABLISHMENT OF COVENANTS, CONDITIONS

FEE \$16.40/19M

AND RESTRICTIONS

FOR

THE TOLUCA TOWN HOUSE NO. 3

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.
AUG 5 1964 AT 8 A.M.
RAY E. LEE, County Recorder

THIS DECLARATION, made by LAKESIDE APARTMENTS, INC., a California corporation, hereinafter referred to as "Declarant", being the owner of that certain real property subject to this Declaration, and hereinafter more particularly described, and GLENDALE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, hereinafter referred to as "Glendale Federal".

W I T N E S S E T H

WHEREAS, LAKESIDE APARTMENTS, INC., a California corporation, is the owner of the following described property located in the City of Burbank, County of Los Angeles, State of California:

Units one (1) through thirty-six (36) inclusive and Lot thirty-seven (37) of Tract No. 28749, as shown on map recorded in Book 726, pages 64-66 of Maps, Records of Los Angeles County, State of California;

An easement, for ingress and egress, to be used in common with others over the southwesterly 10 feet of Lot 37, Tract 28264, as shown on map recorded in Book 717, pages 21 and 22, of Maps, Records of Los Angeles County;

and

WHEREAS, Glendale Federal is the holder of a First Trust Deed on said property; and

WHEREAS, it is the desire and intention of the owner to sell and convey interests in said real property to various individuals subject to certain basic protective restrictions, conditions, covenants, reservations, liens and charges between it and the acquirers or users of said property as hereinafter set forth,

NOW, THEREFORE, Declarant, and Glendale Federal hereby declare that all the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject

to the following limitations, covenants, conditions and restrictions, all of which are declared and agreed to be in furtherance of a common scheme or plan for the subdivision improvement and sale of said property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and every part and portion thereof. All of said limitations, covenants, conditions and restrictions are hereby established and imposed upon the said Units 1 through 36, inclusive, and Lot 37 of Tract 28749 and upon each of said individual units and all of said tract, and for the benefit of said tract and each and every individual unit hereinbefore described and of each owner of one or more units, or the owner of an interest of any kind or character in said Tract 28749. All of said limitations, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring a right, title or interest in said property or any part thereof, whether as sole owners, joint owners, lessees, tenants, occupants or otherwise. Each and all of said limitations, covenants, conditions and restrictions shall be deemed to be, and shall be construed as equitable servitudes, enforceable by any of the owners of any of said individual units or any interest in said Tract 28749 against any other owner or owners thereof.

ARTICLE I

DEFINITIONS

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

1. Declaration: This Declaration as the same may be amended, changed or modified from time to time.

2. Project: The entire parcel of real property here involved, including all structures thereon; the project being known and described as Tract 28749 and may also be known as "TOLUCA TOWN HOUSE NO. 3".

3. Unit: The elements of a condominium which are not owned in common with the owners of other condominiums in the project. The boundaries of a unit are as shown on the map hereinbefore referred to, and include the dwelling area, garage area, and patio area as shown on said map.

4. Common Area: The entire project excepting all units therein granted or reserved.

5. Condominium: A fee simple estate in real property consisting of an undivided fractional interest in the common area, together with an interest in a unit as hereinabove defined.

6. Owner: The record owner, or owners, if more than one, of a condominium in the project.

7. Association: An unincorporated association consisting of all owners of condominiums in the project.

8. Organization Meeting: The first meeting of the owners as provided for in Article III hereof.

9. By-Laws: The duly adopted By-Laws of the association as the same may be amended, changed, or modified from time to time.

ARTICLE II

DESCRIPTION OF LAND AND IMPROVEMENTS

(a) The following description is intended for informational purposes only. In the event of any conflict between this description and the map hereinbefore referred to, and subject to the provisions of Civil Code Section 1353(a), the map shall be deemed conclusively to control over this description.

(b) The hereinbefore described real property designated as "Lot 37" consists of a rectangular plot of land approximately 265 feet by 226 feet, containing approximately 59,000 square feet, fronting and abutting on Kling Street and abutting on Clybourne Avenue. Construction is or shortly will be completed upon said land of thirty-six (36) individual studio-type town houses, each with an enclosed two-car garage, and a private patio, hereinafter designated as "units", numbered consecutively from 1 to 36, all as shown on said map hereinbefore referred to. Said thirty-six (36) units, together with an undivided one-thirtysixth (1/36th) interest in said Lot 37, collectively referred to as a Condominium, together with a non-exclusive easement appurtenant over an adjacent parcel, to wit:

An easement, for ingress and egress, to be used in common with others over the southwesterly 10 feet of Lot 37, Tract 28264, as shown on map recorded in Book 717, pages 21 and 22 of Maps, Records of Los Angeles County;

shall be offered for sale to the public after the issuance of a Final Public Report by the Division of Real Estate of the State of California,

and the grant deeds conveying said interests in said real property to the individual purchasers of said Condominiums shall expressly refer to and be made subject to this Declaration of Covenants, Conditions and Restrictions.

(c) Units 1 through 36 shall consist of fee simple interests in and to the air space lying within the boundary lines of said units, as hereinbefore defined and as shown on said map, together with all improvements, fixtures and appurtenances constructed within each of said units as permanent portions of said real property. All other parts and portions of said real property shall be deemed part of the common area as hereinbefore defined, and as shown on said map hereinbefore referred to, and shall be owned by the owners as tenants in common, each as to an undivided fractional interest.

(d) The individual grant deeds to units shall reserve to the Grantor a non-exclusive easement appurtenant over the northeasterly 10 feet of said Lot 37, to be used for ingress and egress by the owners, of Lot 37, Tract 28264, being property lying immediately adjacent to the hereinbefore described real property, and by their guests and invitees.

ARTICLE III

MANAGEMENT AND OPERATION

(a) Said real property and improvements, to be known and designated as "TOLUCA TOWN HOUSE NO. 3", shall be organized and operated as a condominium-type residential development. The owners shall constitute an unincorporated association, and an organization meeting of such owners shall be held as soon as the sale of 19 Condominiums has been consummated, or one (1) year from the date of the sale of the first Condominium, whichever shall first occur.

Thereafter, annual meetings of such owners shall be held at a time to be determined by them at such organization meeting. Provision also may be made in the By-Laws, hereinafter referred to, for the calling of special meetings of the owners. At any such meetings of the owners, the owner or owners of each Condominium shall be entitled to cast only one vote for each Condominium. At any such meetings, Declarant shall be deemed to be the owner of any and all Condominiums then unsold, and shall be entitled to one vote for each such individual Condominium.

(b) At such organization meeting, and at each annual meeting, the owners shall elect a Board of Governors consisting of not less than five (5) members, all of whom shall be owners. At such election, all owners shall have the right to vote cumulatively. In general, the Board shall have authority, between meetings of the owners, to conduct all business affairs of common interest to all owners, including the collection of monthly maintenance of the Common Areas as hereinbefore defined, and for the payment of such taxes, insurance, utilities, pool maintenance, repairs, janitor, trash and garbage removal, and gardening services and other expenses as shall be properly assessed or charged against the owners as a whole, as distinguished from the individual owners.

(c) The Board of Governors shall not have authority to act in the following matters:

- (1) Repeal or amend the By-Laws and Regulations.
- (2) Levy special assessments for emergency expenditures.
- (3) Change the amount of monthly maintenance charges.
- (4) Other matters set forth herein as expressly requiring action by the owners.

(d) At all meetings of the owners, a majority of the owners shall be necessary to constitute a quorum. Except as otherwise provided in this declaration, if there is a quorum, a majority vote shall be sufficient for the passage of any motion or the adoption of any resolution.

The matters contained in paragraph (c) above shall require the vote of at least two-thirds (2/3) of the owners present, either in person or by proxy, and entitled to vote, except the matters set forth in subparagraph (1) thereof, which shall require a vote or written consent of seventy-five per cent (75%) of all of the owners of the project.

(e) The Board of Governors shall give to each owner an annual report within 120 days of the close of each fiscal year or within 30 days after such report is prepared and received by the Board of Governors, whichever shall first occur.

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

(g) The Board of Governors may, with the approval of a majority of the owners present at any duly constituted meeting, delegate to a bank or other qualified financial or accounting firm the collection of maintenance charges, the disbursement thereof, and the preparation of said annual financial statement, but in such event, the Board of Governors shall be responsible to the owners for the accurate handling and accounting of said funds, and the vouchers authorizing the payment of expenses from said maintenance funds shall be signed by not less than two (2) members of the Board of Governors. The Board of Governors may also, under the same conditions and by the same vote, employ a corporation, firm or individual to act as professional management agent for said project, which agent may or may not be authorized and empowered to handle

the finances of said project, in the discretion of the Board of Governors.

ARTICLE IV

MAINTENANCE FUND

(a) Each owner shall be obligated to pay to the Board of Governors, or such other officer as shall be designated by said Board, an annual maintenance assessment which shall initially be fixed at \$240.00 per year, payable in twelve (12) equal monthly installments, in advance, on the first day of each month, commencing on the first day of the month following the organization meeting, or on such earlier date as may be determined by the owners. Maintenance charges so collected shall be properly deposited in a commercial bank account in a bank to be selected by the Board or manager, which account shall be clearly designated as Toluca Town House No. 3 Maintenance Fund Account. The Board, or manager, as the case may be, shall have control of said account, and shall be responsible to the owners for the maintenance of accurate records thereof at all times. No withdrawal shall be made from said account except to pay the charges and expenses for the common benefit of all owners set forth in Article III of this Declaration; provided, however, that any expense not so included which is determined by affirmative vote of not less than seventy-five (75%) per cent of the owners present in person or by proxy and entitled to vote at a duly constituted meeting, to be a proper charge against said maintenance fund, may be paid from said account.

(b) The annual maintenance assessment may be increased upon the affirmative vote of not less than two-thirds (2/3) of the owners present, either in person or by proxy, and entitled to vote at any duly constituted meeting for such purpose. The annual maintenance assessment may be decreased by majority vote of the owners but shall not be decreased below \$120.00 per year, except upon the vote of not less than two-thirds (2/3) of the owners present either in person or by proxy and entitled

to vote at any duly constituted meeting for such purpose, together with the written consent of all persons and firms holding an obligation of the owner of any condominium in this project secured by a mortgage or deed of trust which is a first lien on the condominium or interest of such owner, and which was made in good faith and for value.

(c) In the event of default by any owner in the payment of any maintenance assessment, the Board of Governors, acting on behalf of the remaining owners, shall be entitled to a lien upon the condominium of said defaulting owner as in Civil Code Section 1356. Such lien shall be effective only upon recordation of a notice of assessment in the Los Angeles County Recorder's Office not less than thirty (30) days following the occurrence of such default, and said notice shall contain the information set forth in Civil Code Section 1356. Sale by the Board of Governors to enforce said lien, pursuant to the authority contained in Civil Code Section 1356 shall be commenced within six months following the recordation of said notice of assessment, or said lien shall be deemed void and of no effect. Upon recordation of such notice of assessment, said defaulting owner shall be liable to the Board of Governors, in addition to the amount of any such default, for payment of interest, reasonable charges and expenses and attorney's fees incurred in the preparation and filing of such claim of lien and expenses of sale actually incurred.

(d) If any such default is cured prior to the commencement of legal action to enforce such claim or lien, then upon the demand of the owner or his successor and payment of a reasonable fee not to exceed \$20.00, the Board of Governors shall cause to be recorded a further notice or certificate setting forth the satisfaction of such claim and release of such lien.

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

(f) After the organization meeting, Declarant shall be obligated to pay to the Board a maintenance charge, as hereinbefore provided, for each unsold condominium.

ARTICLE V

SUSPENSION OF THE RIGHT OF PARTITION

The right of partition of the common areas is hereby suspended. The project may be partitioned and sold as a whole upon a showing of the occurrence of any one of the events provided in Section 752b of the Code of Civil Procedure. Additionally, partition may be had of the project upon a showing that the conditions set forth in paragraph (d) of Article VI have been met. The suspension of the right of partition shall in no event last beyond the period provided in Article XI(b) of this Declaration. Nothing herein contained shall prevent the partition or division of interests between joint or common owners of one condominium.

ARTICLE VI

DESTRUCTION OF IMPROVEMENTS

(a) In the event of partial destruction of the hereinbefore described improvements on said real property, it shall be the duty of the Board of Governors to restore and repair the same to its former condition,

as promptly as practicable and in a lawful and workmanlike manner. The proceeds of any insurance written pursuant to Article X hereof shall be made available for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such partial reconstruction shall be at least 85% of the estimated cost of reconstruction, the owners of individual units, by the vote of not less than two-thirds (2/3) of the owners present and entitled to vote, in person or by proxy, at a duly constituted meeting, shall determine whether the Board of Governors shall be authorized to proceed with such partial reconstruction or not, and in the event of an affirmative vote, a special assessment of the owners, with each owner contributing a like sum, may be levied to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event of a determination by the owners that the cost of such reconstruction would be so substantial that it would not be in their best interests to proceed with the same, the owners may, in their discretion, proceed as provided in Article VI(b) hereof.

(b) In the event of the total destruction of the improvements on said real property, the owners, by said requisite vote, shall likewise have the authority to determine whether said improvements shall be rebuilt, or whether said real property shall be sold. In the event of a determination to rebuild, the necessary funds shall be raised as provided in Article VI(a) hereof, and the Board of Governors shall be authorized to have prepared the necessary plans, specifications and maps, and to execute the necessary documents to effect such reconstruction as promptly as practicable, and in a lawful and workmanlike manner.

A certificate of the resolution authorizing such reconstruction shall be filed with the County Recorder within six (6) months from the date of such destruction, and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the owners have determined not to rebuild said improvements. In the event of a determination not to rebuild, the Board of Governors shall be authorized to have prepared and to file, as promptly as practicable, a corrected subdivision map, converting said real property into an unimproved parcel of land, which shall be offered for sale at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the owners as a whole on said premises, shall be divided equally among the owners. The balance then due on any individual encumbrance executed in good faith and for value shall be first paid before the distribution of any proceeds to the owner whose unit is so encumbered.

(c) Restoration and repair of the damage to the interior of any individual unit shall be made by and at the individual expense of the owner of said unit and in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

(d) Six (6) months from the date of any partial or total destruction, if a certificate of a resolution to rebuild be not filed of record as hereinbefore provided, or if reconstruction be not actually commenced within said period, the covenant against partition hereinbefore provided shall terminate and be of no further force or effect.

(e) In the event of total destruction of said improvements, and in the event of a determination not to rebuild the same, fee title to Units 1 through 36 as hereinbefore described, shall be deemed to merge in the interest of each owner in said Lot 37, as tenant in common with the remaining owners; provided, however, that such merger shall not be effective if it results in the suspension of the power of alienation or in the vesting of real property beyond the period provided in article XI (b) of this Declaration.

ARTICLE VII

PROHIBITION AGAINST SEVERING INTERESTS IN CONDOMINIUM

(a) No owner shall be entitled to sever his unit from his undivided interest in the common area. Neither of such component interests may be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with and any such attempt so to do in violation of this provision shall be void and of no effect. The suspension of this right of severability shall in no event last beyond the period set forth in Article XI(b) of this Declaration. It is intended hereby to restrict severability in the manner provided in subparagraph (g) of Section 1355 of the Civil Code.

(b) Subsequent to the initial sales of the condominiums, any conveyance of a unit, or any part or portion thereof, by the owner of any condominium, shall be presumed to convey the entire condominium.

ARTICLE VIII

DISTRIBUTION OF MAINTENANCE FUNDS ON DISSOLUTION

It is understood and agreed that said association of owners is not for the purpose of profit of any kind or character, that no profits or assets are to be distributed to any of the persons signing this agreement, and that in the event of termination or dissolution of such association for any cause, no portion of the maintenance funds shall be distributed

to any persons signing this agreement, but any balance remaining in the maintenance account shall be distributed to a charitable corporation organized and existing under and by virtue of the laws of the State of California, the identity of which charitable organization shall be designated by vote of the owners at the organization meeting.

ARTICLE IX

FURTHER CONDITIONS OF OWNERSHIP

(a) The owners of individual dwelling units shall maintain their units, including the interior walls, ceilings, floors and permanent fixtures and appurtenances of the dwelling portion of said units, in a clean, sanitary and attractive condition, reserving to each such owner, however, complete discretion as to choice of furniture, furnishings and interior decorating, and shall also maintain the patio portion of their units in a clean, sanitary and attractive condition.

(b) No structural alterations to the interior of any unit shall be made, and no plumbing or electrical work within any bearing or party walls shall be made by an individual owner without the prior written consent of the Board of Governors.

(c) The Board of Governors, or the manager, if any, shall have the exclusive right to paint, decorate, repair and maintain the exterior walls and roofs of the buildings in said project and all installations and improvements in the common area, and no owner of a condominium shall be permitted to do, or have done, any such work. The approval of the Board of Governors shall be required in writing for the installation of any awnings, sunshades, screen doors, or any antenna or structures on the roof of any of said buildings.

(d) No signs of any kind shall be displayed in the public view on or in any dwelling unit, except one professional sign of moderate size and dignified appearance advertising said property for sale or

lease, or signs used by the Declarant or his agent in connection with the original construction and sale of said condominiums.

(e) No children under 13 years of age may permanently reside in any unit. Each owner shall be accountable to the remaining owners for the conduct and behavior of visiting children temporarily residing in or visiting his unit, and no children under 13 years of age shall visit in any unit for a continuous period in excess of two weeks, except with prior approval of the Board of Governors.

(f) The determination of whether and to what extent pets shall be permitted to be maintained on said premises shall be made by vote of the owners at the organization meeting or any subsequently held duly constituted meeting of the owners. Prior to the organization meeting, the Declarant shall have the right to determine what, if any pets may be kept on said premises. The owners may not cause a pet to be removed which previously had been accepted by the Declarant of the owners. The action of the owners in this respect shall be incorporated in the By-Laws or Regulations, if any, adopted by the owners. In any event, any owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought upon or kept upon said premises by an owner or by members of his family, guests or invitees.

(g) The Board of Governors shall have the power to enter into any unit when necessary in connection with the maintenance or construction for which the Board of Governors is responsible.

(h) No owner shall permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other owners, nor annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises, or commit or suffer any immoral or illegal act to be committed thereon. Each owner shall comply with

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all of the requirements of the local or state Board of Health and with all other governmental authorities with respect to the occupancy and use of said premises.

(1) Each owner shall be liable to the Board of Governors for any damage to the commonly owned areas or any equipment thereon which may be sustained by reason of the negligence of said owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance. Each owner does further, by the acceptance of his grant deed, agree to indemnify each and every other owner, and to hold him or her harmless, from any claim of any person for personal injuries or property damage occurring within the individual unit of that particular owner, unless said injury or damage shall occur by reason of the negligence of any other owner temporarily visiting in said unit, and each owner further agrees to defend, at his expense, any and all remaining owners who may be sued by any person on a claim for personal injury or property damage alleged to have been sustained within the unit of that particular owner.

ARTICLE X

INSURANCE

Adequate public liability insurance for all commonly used areas and adequate fire insurance covering all buildings and structures situated on Lot 37, shall be obtained by the Board of Governors as promptly as possible following their election, and shall be maintained in force at all times at the expense of the owners as a whole, the premiums thereon to be paid out of maintenance funds. Each owner shall carry adequate fire insurance on his individual unit, and any necessary repairs or maintenance to the interior of such individual units shall be the responsibility of the owner thereof, unless by appropriate action, as hereinbefore provided, such individual owners at a duly constituted meeting shall determine that the cost of said repairs to or maintenance of the interior of such individual units shall be paid by the Board of Governors from the maintenance funds. Nothing herein contained shall preclude any individual owner from carrying such public liability insurance, as he may deem desirable to cover his individual liability for damage

to person or property occurring on said premises, whether inside his individual unit or otherwise.

ARTICLE XI

TERM OF DECLARATION: COMPLIANCE WITH THE RULE AGAINST PERPETUITIES AND WITH THE RULE AGAINST RESTRAINT OF ALIENATION

(a) The covenants contained herein shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013, after which time the covenants shall be automatically terminated unless extended by an instrument executed by not less than seventy-five per cent (75%) of the owners of the units and duly recorded. Recording of amendments hereto shall not curtail or affect the term hereof.

(b) In no event shall the vesting of any interest or the suspension of the alienation of an interest in real or personal property occur under the provisions of this Declaration later than twenty-one (21) years following the death of the last survivor of the following persons: Lyndon Baines Johnson, President of the United States, his wife, Claudia ("Lady Bird") Johnson, his daughter, Lynda Bird Johnson, and his daughter, Lucy Baines Johnson.

ARTICLE XII

MISCELLANEOUS PROVISIONS

(a) Each purchaser, by accepting a deed or a valid contract of sale to any individual unit accepts the same, subject to all of the covenants, conditions and restrictions herein contained and agrees to be bound by each and all thereof.

(b) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

(c) No breach of any provision herein contained nor the enforcement of any assessment lien as provided herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions shall be binding upon and shall inure to the benefit

of any owner whose title is derived through foreclosure or trustee's sale.

(d) The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

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

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

ARTICLE XIII

ADOPTION OF BY-LAWS

The owners shall have the right to adopt and amend reasonable By-Laws by a vote or written consent of not less than seventy-five per cent (75%) of all the owners. To the extent that any provision of the By-Laws which may be adopted by the owners shall conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

ARTICLE XIV

AMENDMENT

Each and all of the provisions hereof may be modified, amended, added to, or deleted from, by the written consent of not less than seventy-five per cent (75%) of the then owners of interests in the said Tract 28749, and by all holders of the beneficial interests in any mortgage or trust deed then of record as a valid lien against said tract or any part or portion thereof. The Chairman and the Secretary of the Board of Governors elected pursuant to Article III above shall certify in writing that the required consent has been given, and said amendment shall then be effective upon its recordation in the office of the Recorder of Los Angeles County.

IN WITNESS WHEREOF, Declarant has executed this instrument on the 27th day of July, 1964.

