EXHIBIT "A"

BY-LAWS OF CLEMSON-CORBETT HOMEOWNERS ASSOCIATION ARTICLE I

Section 1. Condominium Ownership. The project located at Clemson and Corbett Streets, City of Los Angeles, County of Los Angeles, State of California, known as "CLEMSON-CORBETT HOMEOWNERS ASSOCIATION" is submitted to the provisions of Title 6, Part 4, Division Second of the Civil Code, State of California.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land and all structures and improvements thereon).

Section 3. Personal Application. All present and future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Regulatory Agreement, attached as Exhibit "B" to the recorded "Declaration of Covenants, Conditions and Restrictions" (which shall hereafter be referred to as "Declaration").

The mere acquisition or rental of any of the "units" of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES, CUMULATIVE VOTING

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to his "condominium" or "condominiums" in paragraph C in said "Declaration".

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those "owners" holding 51% of the votes in accordance with the percentages assigned in the "Declaration".

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 5. Cumulative Voting. Every owner entitled to vote at any election for Directors of the Association may cumulate his votes and give one candidate for election the number of votes equal to the number of Directors to be elected multiplied by the number of votes applicable to the fractional interests of the voting owner, as set forth in paragraph C of the "Declaration", or said owner may distribute his votes on the same principle among the candidates as he sees fit.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the "condominiums" will constitute the Association of Owners (hereinafter referred to as Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of a management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held in November 1974, but in no event later than one year following the sale of the first unit, or within sixty days following the sale of 51% of the units, whichever shall first occur. Thereafter, the annual meetings of the Association shall be held in November.

At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commissioner or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 7 but not more than 45 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local insuring office of the Federal Housing Administration.

Section 6. Adjourned meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

Roll Call (a)

.Proof of notice of meeting or waiver of notice

Reading of minutes of preceding meeting

Reports of officers

Report of Federal Housing Administration representative, if present Report of committees

Election of inspectors of election Election of Directors

Unfinished business

New business.

Section 8. Action Without Meeting. Any action may be taken at a meeting of the owners, may be taken without a meeting if ratified by a writing signed by all of the owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of "condominiums" in the project, except the first Directors.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be executed and done by the owners. The powers of the Board of Directors shall include but not be limited to the following:

a. Enforce the provisions of the "Declaration", By-Laws and Regulatory Agreement, being the organizational rules and documentation relating to control and management of the "project".

- b. Contract for and pay fire, casualty, liability and other insurance, including indemnity and other bonds.
- c. Contract for and pay maintenance, gardening, utilities, materials, supplies and services relating to the "common area", and to employ personnel reasonably necessary for the operation of the "project", including legal and accounting services.
- d. Pay taxes and special assessments which are or would' become a lien on the "project" or "common area".
- e. Pay for any reconstruction of any portion or portions of the "project" damaged or destroyed which are to be rebuilt, where appropriate.
- f. Pay for and obtain an annual independent examination or audit of the accounts of the management of the Association, a copy of such report to be available to each "unit" owner within thirty days of completion.
- g. Enter into any "unit" when necessary in connection with the maintenance or construction for which the Association is responsible.
 - h. Delegate its powers.
- i. Designate spaces in the carports to the owners of each
- Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:
- a. Care, upkeep and surveillance of the "project" and the "common area".
- b. Collection of monthly and special assessments from the owners, and
- c. Designation of personnel necessary for the maintenance and operation of the "project".

Section 4. Management Agent. A management agent selected prior to the first annual meeting of the Association after initial organization shall be employed to manage only until the first annual election, at which time the continuance of the same or other management agent shall be determined by a majority vote. Prior to the first annual election of the Association, no one may enter into any contract which binds the Association for a period in excess of one year unless reasonable cancellation provisions are included therein.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

Section 6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and

thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Providing, however, unless the entire Board is removed an individual Director shall not be removed if the number of votes against the resolution for his removal exceeds the quotient arrived at when the total number of votes entitled to vote is divided by one plus the authorized number of Directors.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinsbove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Independent Audit. Within sixty days of the close of its accounting year, the Association shall cause in independent audit to be made of the accounts of the management body and upon completion thereof a copy of such report shall be available to each "unit" owner within thirty days of completion.

ARTICLE V

OFFICERS

Section 1. <u>Designation</u>. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their

judgment may be necessary. (In the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person.)

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositaries as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly (and any special) assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rate according to the value of the "condominium" owned, as stipulated in paragraph C of said "Declaration". Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "B" to said "Declaration". Not later than thirty (30) days prior to the beginning of each calendar year, the Association shall estimate the total charges to be assessed against each "condominium". Each owner thereof shall thereafter pay to the Association his assessment in twelve (12) equal monthly installments, each installment to be paid on or before the tenth day of each month. In the event the Association shall determine that said estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the "project" for any reason, including nonpayment of any owner's assessment on a current basis, it shall

immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each "condominium". The Association may, at its discretion, pro-rate any such supplemental assessment between the remaining months of the calendar year, or immediately levy a special assessment against each "condominium". Each monthly installment shall become delinquent if not paid on or before the twenty-fifth day of each month. Each special assessment shall become delinquent if not paid within ten days after the levy thereof. There shall accrue with each such delinquent monthly installment and with each such delinquent special assessment, a late charge of \$5.00 together with interest at 9% per annum on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the "Association".

The "Board of Directors" or the "Management Agent" of the "Association", on behalf of said "Association", may cause to be recorded in the office of the county recorder of the county in which said "Project" is situated, a notice of any delinquent sums due the "Association" from any "condominium" owner; which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the "condominium" against which the same has been assessed, and the name of the record owner or owners thereof. Such recording shall be deemed a lien upon said owner's "unit". Upon payment to the "Association" of such delinquent sums and charges in connection therewith, or other satisfaction thereof, said "Board of Directors" or 'Management Agent" shall cause to be recorded in the office of the county recorder of said county a further notice stating the satisfaction and release of said lien and such delinquent sums and charges. Such notices shall be signed on behalf of said "Association" by any member of the "Board of Directors" or by the "Management Agent". The "Association" may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer acting in good faith and for value, may rely upon such notice of

satisfaction and release as conclusive proof of the full satisfaction of the sums stated in said notice of delinquent' sums.

All such delinquencies may be enforced, collected and/or foreclosed in the manner provided in said "Declaration".

Section 2. Maintenance and Repair.

- a. Every "owner" must perform promptly all maintenance and repair work within his own "unit", which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- b. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- c. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

 Section 3. Use of "Units" Internal Changes.
- a. All "units" shall be utilized for residential purposes only.
- b. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

 Section 6. Use of "Common Area". An "owner" shall not place or cause to be placed in the lobbies, vertibules, stairways, elevators and other project areas and facilities of a similar

nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

An owner shall use only the parking space in the carport designated by the Board of Directors for use.

Section 5. Right of Entry.

- a. An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any energency originating in or threatening his unit, whether the owner is present at the time or not.
- b. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- a. No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- b. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.
- c. It is prohibited to hang garments, rugs, etc., from the windows, or from any of the facades of the project.
- d. It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- e. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in service areas.

f. No owner, resident or lessee shall install wiring for electric or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the buildings of the project or that protrude through the walls or roof of said buildings except as authorized by the Association.

ARTICLE VII

AMENDMENTS TO PLAN OF ATARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws and the "Declaration"

referred to in Article I hereof, may be amended by the Association

in a duly constituted meeting for such purpose and no amendment

shall take effect unless approved by owners representing at least

75% of the total value of all "condominiums" in the project as

shown in the "Declaration", and provided further that no

amendment shall take effect unless approved by:

- a. Mortgagees representing at least 75% of the total record value of all First Mortgages (meaning any mortgage with first priority over other mortgages) affecting the "project"; and
- b. The Federal Housing Commissioner, if any Indebtedness secured by any mortgage or mortgages on any of said "condominiums" is insured under the provisions of the National Housing Act, as amended, or if said Commissioner is the owner of any "condominium" in said project; and, further provided that no such amendment shall take effect unless it correctly refers to said "Declaration" by reciting the name of the Declarant, the name of the "Project", and the recording data of said "Declaration"; and, further provided that no such amendment shall take effect until it has been duly recorded in the office of said county recorder.

It shall be the responsibility of the Board of Directors to mail a notice of any such amendments to all mortgagees appearing in the book entitled "Fortgagees of Condominium" referred to in Article VIII hereof; provided, however, that its failure to do so shall not invalidate any such amendment.

c. The City of Los Angeles, if any amendment or revocation of these By-Laws and the "Declaration" would affect the obligation of the Association to maintain the common area in a first class condition or would affect the assessment procedure whereby the funds for said maintenance would be derived.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his "condominium" shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums". Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. Notice of Unpaid Assessments. The Association shall, at the request of a mortgagee of a "condominium" report any unpaid assessments due from the "owner" of such "condominium". The names and addresses of all such mortgagees shall be kept in the book entitled "Mortgagees of Condominiums" hereinbefore referred to.

ARTICLE IX

The following terms, as used in these By-Laws, shall have the same meanings as are applied to said terms in the Enabling Declaration to which this is attached and made a part hereof: "Project", "Condominium", "Common Area", "Unit", "Mortgagee", "Owner".

ARTICLE X

In the event any of these By-Laws conflict with any provisions of the laws or statutes of the State of California, it is hereby agreed that such By-Law or By-Laws conflicting with

the laws or statues of California shall be null and void upon the event of a final determination to such effect by a Court of competent jurisdiction, but that all other By-Laws not in conflict with said laws or statues shall remain in full force and effect as though these By-Laws were adopted at the outset omitting those conflicting with said laws or statutes.

DATED July 5, 1974

CLEMSON-CORBETT HOMEOWNERS ASSOCIATION

EMERLEN MUNICIPAL AL MC

By E. SINGLETON, Secretary

EXHIBIT "C"

CLEMSON-CORBETT

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EXHIBIT "C" CLEMSON-CORBETT

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EXHIBIT "C" CLEMSON-CORBETT

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EXHIBIT "C"

CLEMSON-CORBETT

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178.	5754	II	11	206.	5775	11	10
179.	57545	H	и	207.	5775岁	**	u
180.	5755	11	ti .	208.	5777	11	17
181.	5756	n	II .	209.	5779	**	ii .
182.	5757	**	н .	210.	5781	tr	U
183.	5757½	11	n .	211.	5783	11	11
184.	5758	n	II	212.	5785	Ų	**
185.	5759	n	н .	213.	5787	te	n
186.	5760	u	ti .	214.	5789	H	•
187.	57601/2	u	н	215.	5791	11	n
188.	5761	"	II .	215.	5793	11	11
189.	5762	11	tt		•		
190.	5763	11	н				
191.	5763 ¹ ₂	**	п				
192.	5764	H	n				
193.	5765	ti .	н				
194.	5766	11	П				-
195.	57665	tı	П				
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196. 5767 "