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ARTTULE VI

REPAIR AND HAINTENANCE

Section 1 - Repair and Maintenance by Association. Except to the extent that an Owner may be obligated to maintain and repair as hereinafter provided in this Article, and without limiting the generality of the statement of duties and powers contained in this Declaration, the Articles, Bylaws or Association Rules, the Association shall have the duty to accomplish the following upon the Project or other land in such manner and at such times as the Board shall prescribe:

- (a) maintain, repair, restore, replace and make necessary improvements to the Common Area so that the same are at all times in a first-class condition and good state of repair, including, without limitation, all exterior building surfaces, to include the painting thereof;
- (b) maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote or written consent of two-thirds (2/3) of the voting power of the Nembers; and
- (c) pay, out of the general funds of the Association, the costs of any such maintenance and repair pursuant to this Section, except as otherwise herein specified as payable by the particular Owners.

Section 2 - Repair and Maintenance by Owner. Except as the Association shall be obligated to maintain, repair, replace and restore as may be provided in other Articles of this Declaration, every Owner shall at his sole cost and expense:

(a) maintain, repair, replace and restore all portions of the Unit, including, without limitation, the interior walls, ceilings, floors and doors in a clean, sanitary

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and attractive condition;

- (b) repair and replace all window glass for his own Unit, and Owners shall be responsible for the interior and exterior cleaning of such window glass;
- (c) maintain in an open and unobstructed condition all sewer and drainage pipes and lines serving his own Unit between the points at which same enter said Unit and the points at which same join other sewer and drainage pipes and lines serving other Units;
- (d) maintain, replace, repair and restore the following which serve his own Unit: air-conditioning and heating equipment; and
- (e) maintain surface areas (other than exterior building surfaces) bounding all elements of his Unit, including balconies and patios.

Section 3 - Damage from Within a Unit. Except to the extent covered by insurance carried by the Association, in the event the Board shall determine that the walls, ceiling, floors, doors, or windows or any other portion of the Common Area forming the boundaries of a Unit have been damaged from within the Unit, notwithstanding that such damage may be to the Common Area, the Owner of the Unit shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board shall from time to time adopt.

Section 4 - Right of Association to Maintain and Install. In the event that an Owner fails to accomplish any maintenance or installation required by this Article, the Association or its agents may, but shall not be obligated, to cause such maintenance or installation to be accomplished as hereinafter set forth:

(a) Upon a finding by the Board of a deficiency in such maintenance or installation, the Board shall give notice of such deficiency to the Owner which shall briefly describe the deficiency to the Owner and which shall set a date for a

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decording requested by, and when recorded mail to:

PERPETUAL DEVELOPMENT COMPANY, a corporation c/o The California Conversion Company 912 North Palm Avenue los Angeles, California 90069

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RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA

JAN 20 1981 AT 8 A.M.

Recorder's Office

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DECLARATION OF

COVERANTS, CORDITIONS AND RESTRICTIONS ESTAGLISHING A PLAN OF CONDOMERIUM OWNERSHIP

THIS DECLARATION is made as of the date set forth below by the undersigned Declarant (defined hereinbelow).

RECITALS:

- A. Declarant is fee owner of certain real property located in the City of Los Angeles, County of Los Angeles (nereinafter referred to as "said County"), State of California, more particularly described in Exhibit "A" attached hereto and incorporated nerein by this reference, which real property is presently improved in the manner described in Exhibit "B" attached nereto and incorporated herein by this reference. Pursuant to this declaration, declarant intends to convert said real property, together with all improvements now or hereafter constructed thereon, to condominium ownership. Said real property, together with all improvements now or hereafter constructed thereon, will hereinafter be referred to as the "Project."
- B. Declarant has deemed it desirable to establish covenants, conditions, restrictions and easements applicable to the Project as hereinafter set forth which will constitute a General Plan of Condominium Ownersnip for the management of the Project and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting its value, desirability and attractiveness and the quality of life therein.