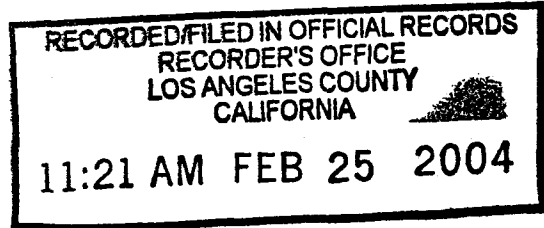


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**FIRST RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BARCELONA OF PASADENA CONDOMINIUM ASSOCIATION**

TABLE OF CONTENTS

04 0439392

3

Recitals

Article I Definitions

[1.1] Architectural Committee	2
[1.2] Articles	2
[1.3] Assessment	3
[1.4] Association	3
[1.5] Association Rules	3
[1.6] Board of Directors or Board	3
[1.7] Bylaws	3
[1.8] City	3
[1.9] Common Area	3
[1.10] Common Expense	3
[1.11] Common Facilities	4
[1.12] Condominium	4
[1.13] Condominium Plan	4
[1.14] County	4
[1.15] Declarant	4
[1.16] Declaration	4
[1.17] Governing Documents	4
[1.18] Improvement	4
[1.19] Member	5
[1.20] Mortgage	5

[1.21] Owner 5

[1.22] Owner of Record and Member of the Association . 5

[1.23] Project 5

[1.24] Properties 5

[1.25] Regular Assessment 5

[1.26] Single Family Residential Use 5

[1.27] Special Assessment 6

[1.28] Special Individual Assessment 6

[1.29] Unit 6

Article II Property Rights and Obligations of Owners . . . 6

[2.1] Elements of Condominium 6

[2.2] Owners' Nonexclusive Easements of Enjoyment . . 7

[2.3] Persons Subject to Governing Documents 7

[2.4] Delegation of Use 8

[2.5] Obligations of Owners 9

Article III Homeowners Association 12

[3.1] Association Membership 12

[3.2] One Class of Membership 12

[3.3] Voting Rights of Members 12

[3.4] Assessments 12

[3.5] Transfer of Memberships 12

[3.6] Powers and Authority of the Association 13

[3.7] Association Rules 14

5

[3.8] Breach of Rules or Restrictions 16

[3.9] Limitation on Liability of the Association's
Directors and Officers 16

Article IV Assessments 17

 [4.1] Assessments Generally 17

 [4.2] Regular Assessments 18

 [4.3] Special Assessments 21

 [4.4] Special Individual Assessments 22

 [4.5] Purpose and Reasonableness of Assessments 24

 [4.6] Exemption of Certain of the Properties From
Assessments 24

 [4.7] Notice and Procedure for Member Approval
Pursuant to Sections 2 and 3 24

 [4.8] Maintenance of Assessment Funds 25

 [4.9] Collection of Assessments; Enforcement of Liens 26

 [4.10] Transfer of Condominium by Sale or Foreclosure 29

 [4.11] Priorities 30

 [4.12] Unallocated Taxes 31

 [4.13] Assignment of Rents 31

 [4.14] Waiver of Exemptions 31

Article V Architectural Control 31

 [5.1] Architectural Committee Approval of Improvements 31

 [5.2] Committee Membership 32

 [5.3] Duties of Committee 32

 [5.4] Meetings 32

6

[5.5] Architectural Rules 33

[5.6] Basis for Approval of Improvements 33

[5.7] Time Limits for Approval or Rejection 34

[5.8] Proceeding With Work 35

[5.9] Failure to Complete Work 35

[5.10] Inspection of Work by Architectural Committee . . . 35

[5.11] Enforcement 36

[5.12] Variances 37

[5.13] Nonconforming Use of Properties 38

[5.14] Limitation on Liability 39

[5.15] Compliance With Governmental Regulations 39

[5.16] Licensed Contractor 39

Article VI Use of Properties and Restrictions 39

[6.1] Single Family Residential Use 39

[6.2] Conveyance of Condominiums 40

[6.3] Interior Improvements 40

[6.4] Common Areas 40

[6.5] Prohibition of Noxious Activities 41

[6.6] Prohibition Against Harassment 41

[6.7] Household Pets 41

[6.8] Signs 42

[6.9] Business Activities 43

[6.10] Garbage 43

[6.11] Antennas and Similar Devices 43

[6.12] Diseases and Pests	44
[6.13] Parking and Vehicle Restrictions	44
[6.14] Children	44
[6.15] Activities Affecting Insurance	44
[6.16] Variances	44
[6.17] Enforcement of Property Use Restrictions	45
Article VII Exterior Maintenance Responsibilities	45
[7.1] Common Area	45
[7.2] Association Maintenance Responsibility With Respect to Unit Improvements	45
[7.3] Owner Maintenance Responsibility	46
[7.4] Association Recovery of Costs of Certain Repairs and Maintenance	46
[7.5] Cooperative Maintenance Obligations	47
Article VIII Easements	47
[8.1] Encroachment Easements	47
[8.2] Blanket Utility Easement	47
[8.3] Maintenance Easements	47
[8.4] Other Easements	48
[8.5] Priority of Easements	48
Article IX Insurance	48
[9.1] Types of Insurance Coverage	48
[9.2] Coverage Not Available	49
[9.3] Copies of Policies	49

7

[9.4] Individual Fire and Casualty Insurance Limited . . .	49	8
[9.5] Trustee	50	
[9.6] Adjustment of Losses	50	
[9.7] Distribution to Mortgages	50	
[9.8] Owner's Liability Insurance	50	
Article X Damage or Destruction	50	
[10.1] Destruction; Proceeds Exceed 85 Percent of Reconstruction Costs	51	
[10.2] Destruction; Proceeds Less Than 85 Percent of Reconstruction Costs	51	
[10.3] Apportionment of Assessments	51	
[10.4] Rebuilding Contract	51	
[10.5] Rebuilding Not Authorized	52	
[10.6] Minor Repair and Reconstruction	52	
[10.7] Revival of Right to Partition	52	
Article XI Condemnation	53	
[11.1] Sale by Unanimous Consent	53	
[11.2] Distribution of Proceeds of Sale	53	
[11.3] Distribution of Condemnation Award	53	
[11.4] Appraisal If Condemnation Award Not Apportioned .	53	
Article XII Partition of Common Area	53	
[12.1] Suspension or Right of Partition	54	
[12.2] Distribution of Proceeds Upon Partition	54	
[12.3] Power of Attorney	54	
Article XIII Nonseverability of Component Interests	54	

[13.1] Severance Prohibited	54	9
[13.2] Limitation on Interests Conveyed	55	
Article XIV Breach and Default	55	
[14.1] Remedy at Law Inadequate	55	
[14.2] Nuisance	55	
[14.3] Costs and Attorneys' Fees	56	
[14.4] Cumulative Remedies	56	
[14.5] Failure Not a Waiver	56	
[14.6] Rights and Remedies of the Association	56	
[14.8] Court Actions; Mediation	58	
Article XV Notices	60	
[15.1] Mailing Addresses	60	
[15.2] Personal Service Upon Co-Owners and Others	60	
[15.3] Deposit in United States Mails	60	
Article XVI No Public Rights in the Properties	60	
[16.1] No Gift or Dedication of Properties	60	
Article XVII Amendment of Declaration	61	
[17.1] Amendment in General	61	
[17.2] Effective Date of Amendment	61	
[17.3] Reliance on Amendments	61	
Article XVIII General Provisions	61	
[18.1] Term	62	
[18.2] Construction of Declaration	62	

**FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF BARCELONA OF PASADENA CONDOMINIUM ASSOCIATION**

10

The Declaration of Covenant, Conditions, and Restrictions for **BARCELONA OF PASADENA CONDOMINIUM ASSOCIATION**, executed by **BARCELONA APARTMENTS**, a California corporation ("Declarant"), and recorded on March 4, 1993 as Instrument No. 93-416281, and amended by a First Amendment thereto recorded on September 8, 1993, as Instrument No. 93-1743821, and further amended by a Second Amendment thereto recorded on March 9, 1995, as Instrument No. 95-364508, all of Official Records of Los Angeles County, California (collectively, the "Original Declaration") are hereby consolidated into this single Declaration covering the Properties commonly known as 85 North Madison Avenue, Pasadena, California 91101 and are amended, consolidated and restated in their entirety to read as follows:

RECITALS

[R1] 1. Declarant was the original owner of that certain real property ("Properties") located in the City of Pasadena, County of Los Angeles, State of California, commonly known as 85 North Madison Avenue, Pasadena, California 91101 and is more particularly described as follows:

Those portions of Lots 1,2,3,4 of Davis & Farris Subdivision of the Northern portion of Lot 10, in Block "D" of the San Pasqual Tract, as per Map Recorded in Book 16, Page 93, Miscellaneous Records of said County described as follows:

Beginning at a point of intersection of the North line of Herkimer Street, with the West line of Madison Avenue, 100 feet; thence West parallel with the North line of Herkimer Street, 145 feet; thence South parallel with the West line of Madison Avenue, 100 feet to the North line of Herkimer Street; thence East along the North line of Herkimer Street, 145 feet to the point of beginning.

[R2] 2. Declarant conveyed the Properties, subject to certain easements, protective covenants, conditions, restrictions, reservations, liens and charges as set forth in the Original Declaration referred to above, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Properties and all of which shall run with the Properties and be binding on all parties having or acquiring any

right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

[R3] 3. It was the further intention of the Declarant to sell and convey residential Condominiums to the Owners, subject to the protective covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges and equitable servitudes between Declarant and such Owners which are set forth in this Declaration and which are intended to be in furtherance of a general plan for the subdivision, development, sale and use of the Properties in furtherance of a plan of condominium ownership as described in section 1351(e) of the California Civil Code. Finally, it was the intention of Declarant that the "Common Areas" and "Common Facilities" be owned and maintained by the Association, but reserved exclusively for the use and enjoyment of the Members of the Association, their tenants, lessees, guests and invitees, all subject to the terms and conditions of the Governing Documents.

[R4.1] 4. On January 12, 2004, 67% percent of the Owners of Condominiums within the Properties voted by written ballot to amend, consolidate and restate the Original Declarations, all in accordance with the procedures for amendment set forth in the Original Declarations. It was the intention of said Owners to replace the Original Declarations, in their entirety, with the recordation of this Declaration. The Owners' action to amend and restate the Original Declarations as set forth herein and the fact that the requisite percentage of affirmative votes required in the Original Declarations was achieved, is attested by the execution of this First Restated Declaration by duly authorized officers of the Association, as required by California Civil Code section 1355(a). As so amended and restated, the easements, covenants, restrictions and conditions set forth herein shall run with the Properties and shall be binding upon all parties having or acquiring any right, title or interest in the Properties or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

[1.1] **Section 1. "Architectural Committee"** means the committee created in accordance with Article V of this Declaration.

[1.2] **Section 2. "Articles"** means the Articles of Incorporation of **BARCELONA OF PASADENA CONDOMINIUM ASSOCIATION**, which are filed in the Office of the California Secretary of

State, as such Articles may be amended from time to time.

[1.3] **Section 3. "Assessment"** means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Condominium in accordance with the provisions of Article IV of this Declaration.

[1.4] **Section 4. "Association"** means **BARCELONA OF PASADENA CONDOMINIUM ASSOCIATION**, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "association" as defined in California Civil Code section 1351(a).

[1.5] **Section 5. "Association Rules"** means the rules, regulations and policies adopted by the Board of Directors of the Association, pursuant to Article III, section 7 of this Declaration, as the same may be in effect from time to time.

[1.6] **Section 6. "Board of Directors"** or "Board" means the Board of Directors of the Association.

[1.7] **Section 7. "Bylaws"** means the Bylaws of the Association, as such Bylaws may be amended from time to time.

[1.8] **Section 8. "City"** means the City of Pasadena and its various departments, divisions, employees and representatives.

[1.9] **Section 9. "Common Area"** means the entire Project and Unit 7, except all other Units as defined in Article I, section 29.

Unless the context clearly indicates a contrary intent, any reference herein to the "Common Areas" shall also include any Common Facilities located thereon.

The basement, excepting Module B, is designated as "Common Area". The Association is not responsible for personal items of Owners or their Tenants which are stored in the basement.

[1.10] **Section 10. "Common Expense"** means any use of Common Funds authorized by Article IV hereof and Article IX of the Bylaws and includes, without limitation: (a) All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area, Common Facilities, (b) all expenses or charges reasonably incurred to procure insurance for the protection of the