

BY-LAWS OF
MARINA PACIFICA CONDOMINIUM OWNER'S ASSOCIATION

A California Unincorporated Association

ARTICLE I

PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Name and Principal Office. The name of the association is MARINA PACIFICA CONDOMINIUM OWNER'S ASSOCIATION, hereinafter sometimes referred to as the "Association." The principal office of the Association shall be located in the City of Oxnard, County of Ventura, State of California.

Section 2. Condominium Ownership. The project located on:

Lots 1, 2, 3 & 4 of Tract 2248, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 60, Pages 57 through 59, of Maps, in the Office of the County Recorder of said County,

is submitted to the provisions of Title 6., Part 4., Division Second of the Civil Code, State of California.

Section 3. 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 4. Personal Application. All present or 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 "C" to the recorded "Enabling Declaration of Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership," and as the same may be amended from time to time, as therein provided, (which shall hereinafter 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

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 fifty-one (51%) percent of the votes in accordance with the percentages assigned in the Declaration.

EXHIBIT "B"

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 condominium owner entitled to vote at any election for Directors of the Association, may cumulate his votes 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 fractional interest as set forth in paragraph C. of said Declaration, are entitled, or distribute his votes on the same principal among as many candidates as he determines.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the condominiums shall 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 the 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 within six (6) months following the sale of the first condominium, or within sixty (60) days following the sale of fifty-one (51%) percent of the condominiums, whichever shall occur first. Thereafter, the annual meeting of the Association shall be held on the first Wednesday of March of each succeeding year. 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 or upon a petition signed by a majority of 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 such meeting and the purpose thereof, shall be sent. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of four-fifths (4/5) of the owners, present 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 ten (10) but not more than thirty (30) 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:

- (a) Roll Call.
- (b) Proof of Notice of Meeting, or Waiver of Notice.
- (c) Reading of Minutes of preceding Meeting.
- (d) Reports of Officers.
- (e) Report of Federal Housing Administration representative, if present.
- (f) Report of Committees.
- (g) Election of Inspectors of Election.
- (h) Election of Directors.
- (i) Unfinished Business.
- (j) New Business.

Section 8. Action Without Meeting. Any action, which under the provisions of the California Corporations Code, may be taken at a meeting of the owners, may be taken without a meeting if authorized 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 shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not, by law, or by these By-Laws, directed to be exercised and done by the owners. The powers of the Board shall include, but not be limited to, the following:

- (a) Enforce the provisions of the Declaration, these By-Laws or other agreements;
- (b) Contract for and pay for fire, casualty, liability and other insurance insuring the condominium owners;

(c) Contract for and pay for maintenance, gardening, utilities, materials and supplies and services relating to the Common Area and employ personnel 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 entire project or Common Area;

(e) Pay for reconstruction of any portion or portions of the project, damaged or destroyed, which are to be rebuilt;

(f) Delegate its powers;

(g) Enter upon or into any unit when necessary in connection with the maintenance or construction for which the Association is responsible.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board shall be responsible for the following:

(a) Care, upkeep and surveillance of the project, the Common Area and any facilities thereon that may be located thereon;

(b) Collection of monthly and special assessments from the owners;

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the Common Area and any facilities that may be located thereon.

Section 4. Management Agent. The Board may employ for the Association, a management agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3. of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association, the term of office of two (2) Directors shall be fixed for three (3) years; the term of office of two (2) 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.

Section 6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director of 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 of owners duly called, any one or more of the Directors may be removed with or without cause, by a majority of owners and a successor may then and there be elected to fill the vacancy thus created (by cumulative voting as provided in Article II, Section 5.) Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting, provided, however, unless the entire Board is removed, an individual Director shall not be removed if the number of votes voted 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 shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board shall 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 (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three (3) 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 Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, 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 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. Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 15. Independent Audit. Within sixty (60) days of the close of each fiscal year, the Board shall cause an independent audit of the accounts of the Association by a certified public accountant, and upon completion of such audit, cause to be prepared and delivered to each owner within thirty (30) days after completion, a true and exact copy thereof.

ARTICLE V

OFFICERS

Section 1. Designation. 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-Secretary and an Assistant-Treasurer, and such other officers as, in their judgment, may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board 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, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, 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, 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 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.

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

Section 7. Treasurer. The Treasurer shall have the 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 monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board.

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 prorata according to the value of the condominiums 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 "C," 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 the condominiums. 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 10th 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 non-payment 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, prorate 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 20th day of each month. Each special assessment shall become delinquent if not paid within 10 days after the levy thereof. There shall accrue with each such delinquent monthly installment and with each such delinquent special assessment, interest at seven (7%) percent 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 the management agent, or any duly authorized officer of the Association on behalf of the 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 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 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 thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, said Board or management agent or duly authorized officer, shall cause to be recorded in the Office of the County Recorder of said County, a further notice, stating the satisfaction and release of such delinquent sums and charges. Such notices shall be signed on behalf of said Association by any member of the Board or by the management agent, or by any duly authorized officer. The Association may demand and receive the cost of recordation of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and release as conclusive evidence of the full satisfaction of the sums related 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, if no management agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. 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, in case of any emergency 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 5. 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 or except a sign of customary and reasonable dimensions, advertising his unit for sale.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.

(c) 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 the roof of said buildings, except as authorized by the Association.

(d) No unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.

(e) No exterior clothes lines shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, patios, porches or other areas. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(f) No part of the properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant, its successors and assigns, may use the premises for a model home site and display and sales office during the construction and sales period.

(g) No owner, resident, lessee or sublessee, shall construct or cause to be constructed, fences, walls or make any alterations, additions or modifications to any part or portion of the Common Areas, except as specifically authorized in writing by the Association.

(h) No owner, resident, lessee, sublessee, invitee or other person, shall park, store or maintain in or on the project any boats, trailers, campers or other vehicles not customarily used as a means of general transportation; provided however that the temporary parking of boats, trailers, campers or other vehicles not customarily used for general transportation, for periods of short duration, but not to exceed four (4) hours within any forty-eight (48) hour period, as an incidence to loading or unloading therefrom, shall not be deemed to be in violation hereof; provided further, that the Board may adopt such additional rules and regulations respecting this provision as, from time to time, it may deem in the best interests of the project.

ARTICLE VII

AMENDMENTS TO PLAN OR APARTMENT 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 seventy-five (75%) percent 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 seventy-five (75%) percent 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 of the 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 date of said Declaration; and, further provided that, no such amendment shall take effect until it has been duly recorded in the Office of the County Recorder of Ventura County.

(c) The Department of Real Estate of the State of California if the adoption of any such amendment would materially alter the rights, privileges or preferences of any person, or restrictions upon any condominium affected thereby, as set forth in Business and Professions Code of the State of California.

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

ARTICLE VIII

MORTGAGEES

Section 1. Notice of Association. An owner who mortgages his condominium shall notify the Association through the management agent, if any, or the President of the Board, 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 written 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 thereof: Project, Condominium, Common Area, Unit, Mortgage, Mortgagee, Owner.

ARTICLE X

In the event that any of these By-Laws conflict with any provision 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 statutes 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 statutes 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.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being all the Directors of MARINA PACIFICA CONDOMINIUM OWNER'S ASSOCIATION, a California unincorporated association, organized and existing under the laws of the State of California, do hereby certify that the foregoing By-Laws were duly adopted as the By-Laws of the said Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 31st day of OCTOBER, 1972.

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of MARINA PACIFICA CONDOMINIUM OWNER'S ASSOCIATION, a California unincorporated association;
2. That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31 day of Oct, 1972.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 31 day of Oct, 1972.

[Handwritten Signature]
SECRETARY

FHA FORM NO. 3278
Revised August 1969
(Previous revision obsolete)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

REGULATORY AGREEMENT*

(For use by condominiums under Sections 221 (i), 234 and 235)

AGREEMENT dated this 4th day of October, 1972, by and between MARINA PACIFICA CONDOMINIUM OWNERS' ASSOCIATION** (hereinafter called the Association) whose address is Patterson and Hemlock, Oxnard, California, as Federal party of the first part, and Eugene Gullede, as Federal Housing Commissioner (hereinafter called the Commissioner) acting pursuant to authority granted him by the National Housing Act, as amended, (hereinafter referred to as the Act) party of the second part.

WHEREAS, the Association has the responsibility for administering the Condominium and desires to aid members in obtaining financing for the purchase of family units in the condominium; and

WHEREAS, mortgagees may be unwilling to lend sums to the members of the Association without FHA mortgage insurance; and

WHEREAS, the Commissioner is unwilling to endorse notes for mortgage insurance pursuant to Section 234 of Title II of the Act unless and until the Association shall be entering into the covenants and agreements set forth below, consent to be regulated and restricted by the Commissioner as provided in the Act:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable considerations by each party to the other, the receipt of which is hereby acknowledged, and in order to induce the Commissioner to endorse for mortgage insurance the notes secured by mortgages covering family units in the condominium, and in order that the Association may be regulated and restricted by the Commissioner as provided for in the Act and the applicable Regulations, the parties hereto agree as follows: that whenever a Contract of Mortgage Insurance for a mortgage covering a family unit in the condominium is in effect, or during any period of time as the Commissioner shall be the owner, holder, or reinsurer of any mortgage covering a family unit in the condominium, or during any time the Commissioner is the owner of a family unit in the condominium or is obligated to insure a mortgage covering any family unit in the condominium:

1. The Association shall establish and maintain reserve fund for replacements by the allocation and payment monthly to such reserve fund an amount to be designated from time to time by the Commissioner. Such fund shall be deposited in a special account with a safe and responsible depository approved by the Commissioner and may be in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund is for the purpose of effecting replacements of structural elements and mechanical equipment of the condominium and for such other purposes as may be agreed to in writing by the Commissioner. Disbursements from such fund may be made only after receiving the consent in writing of the Commissioner.
2. The Association shall establish and maintain a general operating reserve by allocation and payment thereto monthly of a sum equivalent to not less than 3 percent of the monthly assessments chargeable to the owners of family units in the condominium pursuant to the by-laws. Upon accrual in said General Operating Reserve Account of an amount equal to 15 percent of the current annual amount of assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, the assessments chargeable to the owners of family units in the Association, be reduced from 3 percent to 2 percent provided, however, that in the event withdrawals from such account reduce it below said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 3 percent; at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to 25 percent of the current annual amount of assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, such monthly deposits may, by appropriate action of the Association, be discontinued and no further deposits need be made into such General Operating Reserve so long as said 25 percent level is maintained and provided, further, that upon reduction of such reserve below said 25 percent level, monthly deposits shall forthwith be made at the 3 percent rate until the 25 percent level is restored. This reserve shall remain in a special account and may be in the form of cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America, and shall at all time be under the control of the Association. This cumulative reserve is intended to provide a measure of financial stability during periods of special stress and may be used to meet deficiencies from time to time as a Declaration of Restrictions or after

* To be attached to the recorded Plan of Apartment Ownership and to be executed and dated as of the date of recordation.
** Insert name of Association of Owners as designated in the By-Laws of the Condominium, or the name of the Corporation, if the Association is incorporated.

EXHIBIT "C"

- result of delinquent payments of assessments by owners of family units in the condominium and other contingencies. Disbursements totalling in excess of 20 percent of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period without the consent of the Commissioner. Reimbursements shall be made to the account upon payment of delinquencies for which funds were withdrawn from the reserve.
3. The Association will not employ a management agent for the buildings nor enter into a management contract nor undertake "self-management" unless the Commissioner has approved in writing the proposed management agent, form of management contract or other management arrangement.
 4. The Association shall not without prior approval of the Commissioner, given in writing, remodel, reconstruct, demolish or subtract from the premises constituting the condominium.
 5. The Association shall not without prior approval of the Commissioner given in writing:
 - (a) amend or change the Plan of Apartment Ownership or the by-laws of the Association;
 - (b) fail to establish and maintain the Fund for Replacements and general operating reserve as set forth herein;
 - (c) ~~fail to provide for the management of the condominium in a manner approved by the Commissioner;~~
 - (d) fail to keep in full force and effect an elevator contract satisfactory to the FHA covering the maintenance and replacement of parts of any elevator or related equipment, or, if such contract shall be allowed to expire, then fail to accrue an additional sum in such amount as shall be designated by the Commissioner to be sufficient to allow for deferred and future replacements as part of the annual Reserve for Replacement Fund collected by the Association so as to insure that Funds will be available for replacement of elevator parts and related equipment.
 6. The Association shall maintain the common areas and facilities, and each owner of a family unit shall maintain the family unit, in good repair and in such condition as will preserve the health and safety of the members.
 7. The books, contracts, records, documents and papers of the Association and all of the property of the condominium shall be subject to inspection and examination by the Commissioner or his duly authorized agent at all reasonable times. The Association shall file with the Commissioner the following reports verified by the signature of such officers of the Association as may be designated and in such form as may be prescribed by the Commissioner:
 - (a) monthly operating reports, when required by the Commissioner;
 - (b) annual financial reports prepared by a certified public accountant or other person acceptable to the Commissioner, within sixty days after the end of each fiscal year;
 - (c) specific answers to questions upon which information is desired from time to time relative to the operation and condition of the property;
 - (d) copies of minutes of all owner's meetings certified to by the secretary of the Association within thirty days after such meetings, and when required by the Commissioner, copies of minutes of directors' meetings.
 8. The Association shall establish and collect from owners of family units monthly assessments pursuant to the conditions set forth herein. Monthly assessments charged to owners during the initial occupancy period shall be made by the Association in accordance with a schedule of charges filed with and approved in writing by the Commissioner prior to the opening of the project for occupancy. Such assessment shall be in an amount sufficient to meet the FHA estimate of management expense, operating expense, and maintenance expense, reserves, and all other expenses of the Association. Subsequent to the initial occupancy period, assessments made by the Association for its accommodations shall be in accordance with a schedule filed with and approved in writing by the Commissioner and shall be in amounts sufficient to meet the Association's estimate of expenses set forth in an operating budget which shall be prepared and submitted to the FHA sixty days prior to the beginning of each fiscal year. The operating budget shall set forth the anticipated income of the Association and a sufficiently detailed estimate of expenses which will include separate estimates for administration expense, operating expense, maintenance expense, utilities, hazard insurance, replacement reserve and operating reserve. Such assessments shall not be changed except with the written approval of the Commissioner. The Association agrees that if at any time the owner of a family unit fails to pay his monthly assessment as provided in the by-laws, the Association will, upon direction of the Commissioner, initiate necessary legal action to collect the assessment.

9. Upon a violation of any of the above provisions of this Agreement by the Association, or by any owner of a family unit, or upon the failure of the Association to abide by and carry out the provisions of the plan of Apartment Ownership and the By-Laws, the Commissioner may give written notice thereof to the Association or to the owner of a family unit, by registered or certified mail. If such violation is not corrected to the satisfaction of the Commissioner within 15 days after the date such notice is mailed, or within such additional period of time as is set forth in the notice, without further notice the Commissioner may declare a default under this Agreement and upon such default the Commissioner may:
- (a) In the case of a default by the owner of a family unit:
 - (i) If the Commissioner holds the note of the defaulting owner = declare the whole of said indebtedness due and payable and then proceed with the foreclosure of the mortgage;
 - (ii) If said note is held by an FHA-insured mortgagee - notify the mortgagee of such default, and the mortgagee, with the prior written consent of the Commissioner, may declare the whole indebtedness due, and thereupon proceed with the foreclosure of the mortgage, or assign the note and mortgage to the Commissioner as provided in the Regulations.
 - (b) In the case of a default by the Association or by the owner of a family unit:

Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, or for such other relief as may be appropriate, since the injury to the Commissioner arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
10. The covenants and agreements herein set out shall be deemed to run with the land and the property described in the Plan of Apartment Ownership, and to bind all owners of family units, present and future.
11. As used in this Agreement the term:
- (a) "Mortgage" shall include "Deed of Trust";
 - (b) "Note" shall include "Bond";
 - (c) "Mortgagee" shall include the "Beneficiary" under Mortgage or Deed of Trust however designated;
 - (d) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice;
 - (e) "Plan of Apartment Ownership" shall include all legal documents, deeds, by-laws, plans and specifications, required by the laws of the jurisdiction to establish condominium ownership (5).
- (F) Continued on Rider, consisting of one page, attached (5).
(The use of the plural shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.)
12. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.
13. The invalidity of any clause, part or provision of this agreement shall not affect the validity of the remaining portions thereof.
14. The Association agrees and assumes the obligation to have this Agreement recorded in the appropriate land records in the jurisdiction in which the real property herein described is situated; and in the event of failure to do so, it is agreed that the Commissioner may have the same recorded at the expense of the Association.
15. It is specifically agreed between the parties hereto that the breach of any of the terms of this Agreement by the Association or by an owner of a family unit will substantially damage and injure the Commissioner in the proper performance of his duties under the provisions of the Act, and will impede and injure the proper operations intended under such Act; that such damage will be irrespective of and in addition to any damage to the security of the mortgaged premises or to any financial damage the Commissioner may suffer as insurer; that, except for the agreements herein contained, the Commissioner would not issue and would not be authorized to issue a Contract of Mortgage Insurance, and that mortgagees may not be willing to lend sums of money to owners of the family units on the security of mortgages covering such units, unless the same were insured by the Commissioner.
16. Legal Description set forth in Rider, referred to in paragraph 11(f) above.

BEFORE ME, I have read the parties hereto have duly executed this Agreement the day and year first above written.

BOOK 4059 PAGE 776

WITNESS

ASSOCIATION OF OWNERS OF CONDOMINIUM
MARINA PACIFICA CONDOMINIUM OWNER'S
ASSOCIATION

Alfred Edelson (SEAL)
President
Linda Devin (SEAL)
Secretary

FEDERAL HOUSING COMMISSIONER

By Alfred Edelson
(Authorized Agent)

ACKNOWLEDGEMENT OF ASSOCIATION OF OWNERS OF
CONDOMINIUM (In accordance with the form in State where property is
located)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On Oct. 4, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared Alfred Edelson, known to me to be the President, and Linda Devin, known to me to be the Secretary of the unincorporated association that executed the within instrument; known to me to be the persons who executed the within instrument on behalf of the unincorporated association therein named, and acknowledged to me that such unincorporated association executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature Beverly Anne McEachin
Beverly Anne McEachin



RIDER ATTACHED TO AND MADE A PART OF REGULATORY AGREEMENT BETWEEN
MARINA PACIFICA CONDOMINIUM OWNERS' ASSOCIATION AND THE FEDERAL
HOUSING COMMISSIONER.

11. (f) Continued:

The following terms as used in this Agreement, shall have the following meaning as is applied to said terms in the Declaration of Restrictions, to which this is attached and made a part thereof.

Condominium shall mean Project.
Family Unit shall mean Condominium.
Common Areas and Facilities shall mean Common Areas, excepting that where the term "family unit" is used in the second line of paragraph 6. hereof, it shall mean "unit."

16. The real property covered by this Agreement is described as:

All those portions of Tract 2248, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 60, Pages 57, 58 and 59, of Maps, in the Office of the County Recorder of Ventura County, shown and defined as Units 1 to 84 inclusive, and "Common Area," on the Condominium Plan, recorded December 11, 1972, as Instrument No. 88259.