

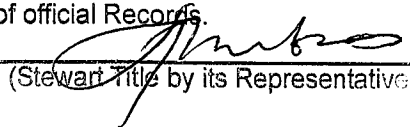
RECORDING REQUESTED BY:

STEWART TITLE

WHEN RECORDED MAIL TO:

ARAPAHOE PLAZA LLC,
3700 Wilshire Blvd
Suite 960
Los Angeles CA 90010

This document is an exact copy (not prepared by the County Recorder) of a Notice which was recorded in the Los Angeles County Recorder's office on 9-2-2009 as Document No. 2009-1345838 of official Records.


(Stewart Title by its Representative)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

33-70931

NOTICE OF BUILDER'S ELECTION OF ALTERNATIVE PRE-LITIGATION PROCEDURES FOR CONSTRUCTION CLAIMS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 895 ET SEQ.

This Notice of Builder's Election of Alternative Pre-Litigation Procedures for Construction Claims Pursuant to California Civil Code Section 895 et seq. ("**Notice**") dated as of October 31, 2008, is made by ARAPAHOE PLAZA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("**Builder**").

RECITALS

A. Builder is the developer of that certain residential project, located in the City of Los Angeles, California, commonly known as Arapahoe Plaza ("**Project**"), consisting of condominiums ("**Condominiums**") and common area(s) located on that real property, legally described in **Exhibit "A"** attached hereto ("**Property**").

B. Builder has recorded a Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Project ("**Declaration**"). The association of homeowners ("**Homeowners Association**") shall manage, maintain and operate the Project in accordance with the provisions set forth in the Declaration and any amendment(s).

C. Builder is required pursuant to California Civil Code Section 912(f) (as enacted by Cal. Stats. 2002, ch. 722) to record a notice of existence of non-adversarial procedures applicable to certain construction defect claims against the Property and that these procedures impact the legal rights of buyers with respect to the Property.

D. Builder desires to provide notice to the Owners and to their successors and assigns and to the Homeowners Association that the Builder has elected to use alternative non-adversarial procedures ("**Contractual Pre-Litigation Procedures**") in lieu of the statutory non-adversarial procedures contained in California Civil Code Sections 910 through 938 ("**Statutory Pre-Litigation Procedures**"). The Owner of each Condominium is bound to the terms and conditions of such Contractual Pre-Litigation Procedures set forth in the Purchase And Sale Agreement, Escrow Instructions, and Receipt For Deposit ("**Purchase Agreement**"). The Homeowners Association is bound to the terms and conditions of such Contractual Pre-Litigation Procedures for any claims related to the common areas as set forth in the Declaration and any amendment(s).

E. Builder also desires to provide notice to the Owner(s) and to their successors and assigns and to the Homeowners Association of each Owner's obligation to provide copies of certain purchase documents to their successors and assigns and of each Owner's obligation to follow the Builder's and other reasonable maintenance recommendations ("**Recommendations**") for each Condominium and the Homeowners Association's obligation to follow said Recommendations as they may apply to the common areas.

NOTICE

1. **Incorporation of Recitals.** The above recitals are hereby incorporated herein as if fully set forth at this point.

2. **Covenant Running With the Land.** This Notice benefits and burdens the Project and is a covenant running with the land established in accordance with Section 1468 of the California Civil Code for the benefit of and to bind the Owners and their successors and assigns and the Owners Association.

3. **Agent for Notice.** Pursuant to California Civil Code Section 912(e), notice is hereby given by the Builder that the Builder maintains as its registered agent for notice the entity set forth below. According to the terms of the statute, all claims and requests for information under California Civil Code Section 910 *et seq.* shall be delivered as required under California Civil Code Section 910(a) as follows: c/o Yong W Kim, 3700 Wilshire Blvd Suite 960, Los Angeles CA 90010. This contact information is subject to change.

The name and address of the Builder's agent under California Civil Code Section 912(e) is also available at the office of the California Secretary of State. To ensure that your notice is delivered to the Builder at its correct address, the Owner is advised to confirm the current name and address of the Builder's agent with the Secretary of State before delivering notice. This information can be provided by written request to: California Secretary of State, Special Filings Unit, P.O. Box 942877, Sacramento, California 94277-0001, or by telephone at (916) 653-3984.

4. **Election to Use Contractual Pre-Litigation Procedures.** Notice is hereby given to the Owners and to their successors and assigns and to the Homeowners Association that the Builder has elected to use Contractual Pre-Litigation Procedures in lieu of the Statutory Pre-Litigation Procedures contained in California Civil Code Sections 910 through 938 for any claim. The Contractual Pre-Litigation Procedures applicable to a specific Condominium are as set forth in the Purchase Agreement in connection with the first sale of that Condominium from the Builder. The Contractual Pre-Litigation Procedures for any claims related to the common areas and applying to the Homeowners Association are as set forth in the Declaration and any amendment(s) for the Project.

5. **Subsequent Owners of the Property.** Prior to the Close of Escrow, the Owners received certain documents, which may include but are not limited to (a) a Maintenance Manual or other maintenance or preventative maintenance information, (b) manufactured products maintenance and limited warranty information, (c) any warranties from the Builder, and (d) any other documents provided in conjunction with the first sale of any portion of the Property by the Builder (collectively "**Documents**"). The Owner of any portion of the Property shall maintain a full and complete copy of the Documents and shall provide the Documents to any successors or assigns. All successors to or assigns of any portion of the Property are hereby notified that they should obtain the Documents from the Builder of such portion of the Property.

6. **Obligation to Follow Maintenance Recommendations.** All Owners and the Homeowners Association are obligated by Section 907 of the California Civil Code to follow the Builder's maintenance recommendations and schedules, including the maintenance recommendations and schedules for manufactured products and appliances provided with the Property, as well as all commonly accepted maintenance practices (collectively "**Maintenance Recommendations**"). Per Section 945.5 of the California Civil Code, failure to follow the Maintenance Recommendations may reduce or preclude the Owner's and/or the Homeowners Association's right to recover damages relating to such Owner's/Homeowners Association's Property, which could have been prevented or mitigated had the Maintenance Recommendations been followed.

7. **Amendment or Revocation.** Prior to the Close of Escrow of any Condominium on the Property, the Builder shall have the unilateral right to revoke or amend this Notice as it relates to such Condominium by recording an instrument amending or revoking this Notice and any such amendment or revocation shall not impair the effect of this Notice as to any other portion of the Property not covered by the amendment or revocation. No lender consents shall be required as a condition to any such revocation or amendment.

IN WITNESS WHEREOF, the Builder has executed this Notice as of the date first written above.

"Builder"

ARAPAHOE PLAZA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

X *[Signature]* X _____
By: By:
Its: Its:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On OCT. 31, 2008, before me, DAEHWAN KIM, Notary Public, personally appeared:

KIM, YONG W.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

(SEAL)



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 of Tract No. 69045, in the City of Los Angeles, County of Los Angeles,
State of California, as per Map ^{filed} ~~recorded~~ in Book 1357, Pages
7 and 8, ~~Inclusive~~, of Maps, in the Office of the County
Recorder of Los Angeles County.