CHAIR DIEP
VICE CHAIR JUDEH
COMMISSIONER DAVIS
COMMISSIONER PATINO
COMMISSIONER SCHOALES

Tuesday, November 18, 2025, 6:30 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

PLANNING COMMISSION SPECIAL MEETING AGENDA

6:30 p.m.

1. GENERAL

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. PLEDGE OF ALLEGIANCE

2. ORAL COMMUNICATIONS

2.A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the Planning Commission. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the Planning Commission vote. Those wishing to speak are asked to add their information at the digital kiosk located at the entrance of the Council Chamber.

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3. CONSENT CALENDAR

The items listed under the Consent Calendar are considered routine business and will be voted on together by one motion unless a Commissioner requests separate action. At this time the Commissioner or public may ask to speak on any item on the Consent Calendar.

3.A. APPROVAL OF MINUTES

October 8, 2025

3.B. COVENANTS, CONDITIONS, AND RESTRICTIONS NO. CCR-25-1
Request for the review of the Covenants, Conditions, and Restrictions (CCRs) for a 93-unit townhome development at 8030 Dale Street.

The property owner is TPG AG EHC III (LEN) CA 4, L.P., a Delaware Limited Partnership, 2000 Five Point, 3rd Floor, Irvine, CA 92618. The applicant is Richard Knowland, 38 Nighthawk, Irvine, CA 92604.

The project site was studied and addressed in the Mitigated Negative Declaration (MND-24-2) certifying the project in compliance with the California Environmental Quality Act (CEQA) adopted by City Council on November 12, 2024.

- RECOMMENDED ACTION: Adopt a Minute Action approving Covenants, Conditions, and Restrictions No. CCR-25-1.

4. PUBLIC HEARING

4.A. CONDITIONAL USE PERMIT - CU-25-10
A request to allow the conversion of an existing 101-room motel into a 104-unit permanent affordable multi-family housing facility at 7039 Orangethorpe Avenue.

The property owner is MK Buena Park LLC, 19375 Countrywood Drive, Yorba Linda, CA 92886. The applicant is Haifa Habbal, of Prosper Architects, 134 S Glasswell Street, Unit #K, Orange, CA 92866, on behalf of Hector Garcia, of Passive Partners Capital Group, 36068 Hidden Springs Road, Suite C118, Wildomar, CA 92595.

The project site was studied and addressed in the Final Focused Environmental Impact Report No. EIR-25-1 (State Clearinghouse Number: 2024110035) adopted by City Council on May 22, 2025.

— RECOMMENDED ACTION: Adopt Resolution with Conditions of Approval approving Conditional Use Permit No. CU-25-10.

5. STAFF REPORTS

5.A. STAFF REPORTS

6. AGENDA FORECAST

6.A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7. COMMISSION REPORTS

7.A. COMMISSION REPORTS

8. ADJOURNMENT

8.A. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the Planning Commission less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the Planning Division Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **Planning Division at (714) 562-3620 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Ruth Santos, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Ruth Santos
Sr. Administrative Assistant

Date Posted: November 13, 2025

CITY OF BUENA PARK
MINUTES OF CITY PLANNING COMMISSION
October 8, 2025

The regular meeting of the Planning Commission of the City of Buena Park convened at 6:30 p.m. on October 8, 2025, in the City Council Chamber, 6650 Beach Boulevard, Buena Park, California, with Chair Diep presiding.

PRESENT: COMMISSIONERS: Schoales, Judeh, Patiño, and Diep

ABSENT: COMMISSIONER: Davis

Matt Foulkes, Community and Economic Development Director
Harald Luna, Senior Planner
Ian McAleese, Senior Planner
Carlos Castellanos, Assistant Planner
Chris Cardinale, City Attorney
Hector Guzman, Assistant Engineer
Ray Tae, Senior Office Assistant
Ruth Santos, Senior Administrative Assistant

1. GENERAL

1A. CALL TO ORDER
1B. ROLL CALL
1C. PLEDGE OF ALLEGIANCE

2. ORAL COMMUNICATIONS

None

3. CONSENT CALENDAR

3A. APPROVAL OF MINUTES – September 24, 2025 Planning Commission Meeting

RECOMMENDED ACTION: Approve

Vice Chair Judeh moved and Commissioner Patiño seconded the motion to approve the minutes of the September 24, 2025 Planning Commission meeting.

The motion passed with the following votes:

AYES: 4 COMMISSIONERS: Judeh, Patiño, Schoales, and Diep

NOES: 0 COMMISSIONER:

ABSENT: 1 COMMISSIONER: Davis

ABSTAINED: 0 COMMISSIONER:

DRAFT

4. PUBLIC HEARING

4A. CONDITIONAL USE PERMIT NO. CU-24-15

A request to allow the development of an approximately 6,501 square-foot drive-through express car wash with 21 self-serve vacuum stations, off-street parking, landscaping, and associated improvements at 7051 Valley View Street.

The property owner is Lyons Buena Park LLC, 10807 Laurel Street, Suite 100, Rancho Cucamonga, CA 91730. The applicant is Amy Angarola representing Mister Car Wash, 222 E. 5th Street, Tucson, AZ 85705.

4B. SITE PLAN NO. SP-24-16

A request to allow the development of an approximately 4,804 square-foot commercial retail market with 40 EV charging stations, off-street parking, landscaping, and associated improvements at 7051 Valley View Street.

The property owner is Lyons Buena Park LLC, 10807 Laurel Street, Suite 100, Rancho Cucamonga, CA 91730. The applicant is Matt Stowe of Rove Operating LLC, 2619 Manhattan Beach Boulevard, Redondo Beach, CA 90278.

Mr. Castellanos presented the staff report on both items.

Chair Diep opened the public hearing.

Amy Angarola, applicant representing Mister Car Wash, 222 E. 5th Street, Tucson, AZ 85705, introduced the proposed development and the company that is undertaking the project, Mister Car Wash.

Jesus Martinez, Regional Manager, responded to Vice Chair Judeh's question about pricing for unlimited car wash.

Vaughan Johnson, Chief Operating Officer, Rove, thanked staff and described other Mister Car Wash projects, such as the one in the City of Santa Ana.

There being no other speakers and no written communication, Chair Diep closed the public hearing.

Vice Chair Judeh moved and Commissioner Schoales seconded the motion to approve the resolution recommending the approval of Conditional Use Permit No. CU-24-15.

The motion passed with the following votes:

AYES:	4	COMMISSIONERS:	Judeh, Schoales, Patiño, and Diep
NOES:	0	COMMISSIONER:	
ABSENT:	1	COMMISSIONER:	Davis
ABSTAINED:	0	COMMISSIONER:	

DRAFT

RESOLUTION NO.6393
CONDITIONAL USE PERMIT NO. CU-24-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. CU-24-15 TO ALLOW THE DEVELOPMENT OF AN APPROXIMATELY 6,501 SQUARE-FOOT DRIVE-THROUGH EXPRESS CAR WASH WITH 21 SELF-SERVE VACUUM STATIONS, OFF-STREET PARKING, LANDSCAPING, AND ASSOCIATED IMPROVEMENTS LOCATED AT 7051 VALLEY VIEW STREET (APN: 263-081-08, 263-081-10, & 263-081-11), AND MAKING FINDINGS IN SUPPORT THEREOF

Vice Chair Judeh moved and Commissioner Patiño seconded the motion to approve the resolution recommending the approval of Site Plan No. SP-24-16.

The motion passed with the following votes:

AYES:	4	COMMISSIONERS:	Judeh, Patiño, Schoales, and Diep
NOES:	0	COMMISSIONER:	
ABSENT:	1	COMMISSIONER:	Davis
ABSTAINED:	0	COMMISSIONER:	

RESOLUTION NO. 6394
SITE PLAN REVIEW NO. SP-24-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA APPROVING SITE PLAN REVIEW NO. SP-24-16 TO ALLOW THE DEVELOPMENT OF AN APPROXIMATELY 4,804 SQUARE-FOOT COMMERCIAL RETAIL MARKET WITH 40 EV CHARGING STATIONS, OFF-STREET PARKING, LANDSCAPING, AND ASSOCIATED IMPROVEMENTS LOCATED AT 7501 VALLEY VIEW STREET (APN: 263-081-08, 263-081-10, & 263-081-11), AND MAKING FINDINGS IN SUPPORT THEREOF

5. STAFF REPORT:

Mr. Foulkes spoke about Youth in Government Day, to take place on October 8, 2025. He also informed the Planning Commissioners that the Text Amendment, in relation to a Mall activity, that was considered by the Planning Commission in September, will go before City Council on October 28, 2025.

Mr. Foulkes announced that staff will reach out to the Planning Commissioners regarding their availability for a possible Planning Commission Special Meeting on November 19 (as of the date of transcription of these minutes, the Special Meeting is tentatively scheduled for November 18).

DRAFT

6. AGENDA FORECAST:

Mr. Luna announced that there are no items scheduled for the October 22, 2025 Planning Commission meeting.

7. COMMISSION REPORTS:

Vice Chair Judeh thanked staff for the recently held dinner honoring Commission and Committee members.

8. ADJOURNMENT:

At 6:50 p.m., Chair Diep adjourned the Planning Commission meeting.

_____
Deborah Diep
Chair

ATTEST:

_____
Harald Luna
Planning Manager

DRAFT

November 18, 2025
CONSENT CALENDAR
Item No. 3B.

Planning Commission Agenda Report

COVENANTS, CONDITIONS, AND RESTRICTIONS NO. CCR-25-1

PREPARED BY	PRESENTED BY
Harald Luna, Planning Manager	Harald Luna, Planning Manager
REVIEWED AND APPROVED BY	**DIRECTOR APPROVAL**
HARALD LUNA, PLANNING MANAGER	MATT FOULKES, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

RECOMMENDED ACTION

Staff recommends that the Planning Commission adopt a Minute Action approving Covenants, Conditions, and Restrictions No. CCR-25-1.

PROPERTY INFORMATION:

Address / Assessor Parcel Number (APN)	8030 Dale Street / 070-501-01
Lot Area	3.87 acres
Street Frontage	Approximately 331 feet Dale Street / 465 feet La Palma Avenue
General Plan Land Use Designation	High Density Residential
Zoning District	RM-20 (Medium-Density Multi-family Residential) with MUO-45 (Mixed-Use Overlay-45)
Existing Development	93-unit townhome residential development

SURROUNDING LAND USE CHARACTERISTICS:

	GENERAL PLAN	ZONING	EXISTING LAND USE
North	Commercial / Low-Density Residential	CS (Community Shopping) / RS-6 (One-Family Residential)	Commercial shopping center (La Palma Center) / Single-family residential dwellings
South	Low-Density Residential	RS-6 (One-Family Residential)	Single-family residential dwellings
East	Low-Density Residential	RS-6 (One-Family Residential)	Single-family residential dwellings
West	Tourist Entertainment	CR (Regional Commercial)	Bank, Walmart store part of the Buena Park Downtown Mall

BACKGROUND:

On August 28, 2024, the Planning Commission adopted Resolutions recommending that the City Council adopt the Final Draft Mitigated Negative Declaration, General Plan Amendment, Zone Change, Tentative Tract Map, and Conditional Use Permit for the proposed 93-unit townhome residential development.

On November 12, 2024 the Buena Park City Council adopted Resolutions and an Ordinance approving a General Plan Amendment (GP-23-1) to amend the existing General Plan Land Use designation from Commercial to High Density Residential; a Zone Change (Z-23-1) to amend the existing zoning district from CS (Commercial Shopping) Mixed Use Overlay-45 to RM-20 (Medium-Density Multifamily Residential) Mixed Use Overlay-45; a Tentative Tract Map (TT-24-1) to subdivide an existing parcel into a single lot for condominium purposes; a Conditional Use Permit (CU-24-1) to permit the proposed 93-unit townhome residential development, and to allow building heights up to 37 feet 7 inches; and Mitigated Negative Declaration (MND-24-2) certifying the project in compliance with the California Environmental Quality Act (CEQA).

BASIS FOR DECISION:

Per the adopted City Council Resolution No. 14921 approving Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 Conditions of Approval, requires the applicant to submit Covenants, Conditions, and Restrictions (CC&Rs) for review and approval by the Planning Commission. The proposed CC&Rs document have been reviewed by staff and the City Attorney and found to be consistent with the Conditions of Approval for TT-24-1 and CU-24-1.

ENVIRONMENTAL ASSESSMENT:

The project site was studied and addressed in the Mitigated Negative Declaration (MND-24-2) certifying the project in compliance with the California Environmental Quality Act (CEQA) adopted by City Council on November 12, 2024.

PUBLIC HEARING NOTIFICATION:

No public hearing notice is required for this application.

Attachments

ATT 1 CCR-25-1 Conditions of Approval and Affidavit.pdf

ATT 2 CCR-25-1 Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Trellis.pdf

ATT 3 City Council Resolution No. 14921 for Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1.pdf

COVENANTS, CONDITIONS, AND RESTRICTIONS NO. CCR-25-1

DATE:	November 18, 2025
PROPERTY OWNER:	TPG AG EHC III (LEN) CA 4, L.P., a Delaware Limited Partnership 2000 Five Point, 3rd Floor Irvine, CA 92618
APPLICANT:	Richard Knowland 38 Nighthawk Irvine, CA 92604
PROPERTY LOCATION / APN:	8030 Dale Street / 070-501-01
GENERAL PLAN / ZONING:	High-Density Residential / RM-20 (Medium-Density Multi-family Residential) with MUO-45 (Mixed-Use Overlay-45)

CONDITIONS OF APPROVAL

1. Approved as submitted to Planning Division Covenants, Conditions, and Restrictions dated "RECEIVED NOV 3 2025 PLANNING DIV".

AFFIDAVIT OF ACCEPTANCE:

I/We do hereby accept all of the conditions imposed by Covenants, Conditions, and Restrictions No. CCR-25-1 and do agree that I/We shall conform with and abide by all such conditions.

Date:_____

_____
Printed Name and Signature of Applicant / Property Owner

DRAFT

CCR-25-1

RECEIVED
NOV 3 2025
PLANNING DIV

RECORDING REQUESTED BY:

Lennar Title

WHEN RECORDED MAIL TO:

Lennar Homes of California, LLC
2000 FivePoint, Third Floor
Irvine, CA 92618
Attn: DRE Coordinator

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS

OF

TRELLIS

ARTICLE 16 OF THIS DECLARATION PROVIDES, AMONG OTHER THINGS, THAT CERTAIN DISPUTES BE RESOLVED BY ALTERNATIVE DISPUTE RESOLUTION PROCEDURES (I.E., MEDIATION OR BINDING ARBITRATION) AND WAIVE THE CONSTITUTIONAL RIGHT TO A JURY TRIAL. IF YOU HAVE ANY QUESTIONS REGARDING THE ALTERNATIVE DISPUTE PROCEDURES, YOU SHOULD SEEK LEGAL ADVICE BEFORE ENTERING INTO AN AGREEMENT TO PURCHASE A CONDOMINIUM IN THE COMMUNITY.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF TRELLIS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS OF TRELLIS ("**Declaration**") is made by LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company ("**Declarant**") with reference to the facts set forth below.

RECITALS

All initially capitalized terms used but not defined in the Recitals shall have the meanings set forth in **Article 1** (Definitions).

A. **The Community**. TPG AG EHC III (LEN) CA 4, L.P., a Delaware limited partnership ("**AG**") is the owner of the Property. Declarant has the right to acquire the Property from AG pursuant to that certain Option Agreement dated as of December 18, 2024 ("**Option Agreement**"), entered into between AG, as Owner, and Declarant, as evidenced by that certain Memorandum of Option recorded in the Official Records of Orange County on December 20, 2024 as Instrument No. 2024000331590. This Declaration covers the residential community situated in the City of Buena Park, County of Orange, State of California known as "Trellis" ("**Community**"). If developed as planned, the Community may consist of residential Condominiums, together with Private Streets, open space and other private amenities. Declarant intends to develop the Community in multiple Phases. The first Phase is planned to consist of eight (8) Condominiums with an estimated total of ninety-three (93) Condominiums. Declarant makes no guarantee that the Community will be constructed as presently proposed. Declarant intends to establish a plan of condominium ownership and to develop the Property as a condominium project within the meaning of California Business and Professions Code Section 11004.5(c) and California Civil Code Section 4125 to conform with the provisions of the California Subdivided Lands Law (California Business and Professions Code Section 11000, *et seq*.) and to subject the Property to certain limitations, restrictions, conditions and covenants as hereinafter set forth, in accordance with the provisions of California Civil Code Sections 4000, *et seq*. Notwithstanding any other provision contained in this Declaration, Declarant and AG acknowledge that, upon recordation of a Notice of Termination of the Option Agreement, the Option Agreement, for purposes of this the Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

B. **The Property**. The Community initially consists of the real property described on **Exhibit "A"** ("**Property**"). Declarant may add to the Property all or any of the real property described on **Exhibit "B"** ("**Annexable Property**") and upon annexation, the Annexable Property will be subject to this Declaration and included within the definition of the Property.

C. **The Association**. Declarant has formed the Trellis Community Association, a California nonprofit mutual benefit corporation ("**Association**") to manage and govern the Community and to perform certain maintenance obligations and provide certain services for the benefit of the Community. A primary responsibility of the Association will be to maintain the areas designated as Association Property and areas designated as the Association Maintenance Areas in this Declaration and in Supplementary Declarations. In addition, the Association will provide design review and other services for the benefit of the Owners and the Community as provided in the Governing Documents.

D. **Ownership Interests**. Owners of a Condominium will receive title to a Unit plus an undivided fractional interest as tenant in common to the Common Area located within the Module in which the Unit is located. In addition, certain Owners of a Condominium will receive the exclusive right of use and occupancy of a portion of the Association Property designated as an appurtenant Exclusive Use Easement, all as shown on the Condominium Plan covering that Phase. Each Owner of a Condominium will also receive an easement for ingress, egress and recreational use over the Association Property of the Phase in which the Condominium is situated and within each other Phase, effective upon annexation and conveyance of the first Condominium in each such subsequent Phase to a First Owner, subject to the terms

of the Governing Documents. Each Condominium shall have appurtenant to it a membership in the Association.

E. Special Benefit Areas. The Association will provide special services and perform maintenance obligations which will benefit some but not all of the Community. The portions of the Property which receive these special services are referred to as Special Benefit Areas and the Owners in the Special Benefit Areas will pay additional Assessments for the services provided and/or obligations performed by the Association for the Special Benefit Areas. As of the date of recordation of this Declaration, one (1) Special Benefit Area has been formed. The "Shared Fire System Special Benefit Area" has been formed for the Condominiums located within the Shared Fire System Condominium Buildings to cover all costs related to the common fire sprinkler systems, and fire alarm monitoring servicing the Shared Fire System Condominium Buildings, as provided herein. Additional Special Benefit Areas may be identified in a Supplementary Declaration.

DECLARATION

NOW, THEREFORE, Declarant declares that the Property is, and shall be, held, conveyed, encumbered, leased and improved subject to the covenants, conditions, restrictions, easements, liens and charges set forth in this Declaration, all of which are declared and agreed to be in furtherance of a plan of condominium ownership as described in California Civil Code Section 4000, *et seq*. for the subdivision, improvement, protection, maintenance, and for the sale of Condominiums and all of which are agreed to be for the purpose of enhancing, maintaining and protecting the value and appearance of the Property and which shall run with the land, shall be binding on and inure to the benefit of Declarant and all Owners having or acquiring any right, title or interest in the Property and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of California Civil Code Section 5975.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of this Declaration, have the meanings specified below.

1.1 "Additional Charges" means costs, fees, charges and expenditures, including, without limitation, attorneys' fees and costs, late charges, interest, administrative charges and recording and filing fees actually incurred by the Association in collecting and/or enforcing payment of Assessments, and other amounts levied under this Declaration. Additional Charges include, without limitation, the following: (a) reasonable attorneys' fees and costs incurred in the event an attorney is employed to collect any Assessment or sum due, whether by suit or otherwise; (b) a late charge in an amount to be fixed by the Association in accordance with California Civil Code Section 5650 to compensate the Association for additional collection costs incurred in the event any Assessment or other sum is not paid when due or within any "grace" period established by Applicable Laws; (c) costs of suit and court costs incurred as are allowed by the court; (d) interest at the Interest Rate; and (e) any such other additional costs that the Association may incur in the process of collecting delinquent Assessments.

1.2 "ADU" means an accessory dwelling unit or junior accessory dwelling unit as defined in California Government Code Section 66313.

1.3 "Affordable Housing Unit" means, collectively or individually, Units 1, 11, 15, 17, 19, 21, 23, 25, 27, 29, 55, 71, 76 and 81 which are deed-restricted affordable housing units, as referenced and defined in Sections 5605(c) and 5605(d)(1) of the California Civil Code.

1.4 "AG" means TPG AG EHC III (LEN) CA 4, L.P., a Delaware limited partnership, and any successors to whom are assigned AG's Declarant's rights under this Declaration.

1.5 "Annexable Property" means the real property described on **Exhibit "B"** and any real property identified in a Supplementary Declaration as Annexable Property.

1.6 "Annexation" means the process by which the Annexable Property may be made subject to this Declaration as set forth in **Article 15** (Annexation and Deannexation of Property).

1.7 "Applicable Laws" means the Community Entitlements and/or any law, regulation, rule, order and ordinance of any Governmental Entities which are applicable to the Community now in effect or as hereafter promulgated.

1.8 "Articles" means the Articles of Incorporation of the Association, as they may from time to time be amended, which are or shall be filed in the Office of the California Secretary of State.

1.9 "Assessments" means the assessments which are levied to cover the Common Expenses under **Article 6** (Assessments) or other assessments permitted to be levied by the Association under this Declaration and the other Governing Documents, which include the assessments described in **Section 6.4** (Regular Assessments) and **Section 6.5** (Other Type of Assessments) of the Declaration.

1.10 "Association" means the Trellis Community Association, a California nonprofit mutual benefit corporation, and any successor entity.

1.11 "Association Maintenance Areas" means any offsite areas located outside of the Property which the Association is obligated to maintain pursuant to the Governing Documents or to comply with the Community Entitlements, which shall include: (i) the public right of way landscaping and irrigation located along Dale Street and La Palma Avenue immediately adjacent to the Community, and (ii) any additional area set forth in a Supplementary Declaration. The obligation to maintain any of the Association Maintenance Areas shall commence in the Phase for which such obligation is included in the Budget, provided that such obligation to maintain in a particular Phase shall not commence until after the commencement of Assessments in the Phase, notwithstanding its description or depiction in this Declaration or a Supplementary Declaration.

1.12 "Association Maintenance Manual" means the manual which may be prepared by Declarant setting forth the standards and requirements for maintenance of the Association Property and Association Maintenance Areas by the Association.

1.13 "Association Property" means all real property owned from time to time, in fee title by the Association and/or designated as Association Property by Declarant. Upon conveyance to the Association, the Association Property in the first Phase of the Community will consist of the real property identified as Association Property on **Exhibit "A."** The Association Property in subsequent Phases shall be described in Supplementary Declarations.

1.14 "Board" means the board of directors of the Association.

1.15 "Budget" means collectively, (i) the base/general budget for the Association which sets forth base/general portion of the Common Expenses to be allocated among the Owners, (ii) the Shared Fire System Special Benefit Area Budget which sets forth the portion of the Common Expenses to be allocated among all the Owners within the Shared Fire System Condominium Buildings, and (iii) any additional Special Benefit Area Budget described in a Supplementary Declaration.

1.16 "Bylaws" means the bylaws of the Association and any amendments thereto.

1.17 "City" means the City of Buena Park, California.

1.18 "Common Area" means the three-dimensional portion of each Module consisting of airspace, which Common Area is owned in equal undivided interests by the Owners of Units in such Module. The lateral and vertical boundaries of the Common Area are shown on the applicable Condominium Plan.

1.19 "Common Expenses" means the actual and estimated costs and expenses incurred or to be incurred by the Association including, without limitation, the following: expenses for maintenance, management, operation, repair and replacement of the Association Property and Association Maintenance Areas; expenses incurred in performing the duties and obligations of the Association set forth in this Declaration and the other Governing Documents; expenses incurred by the Association in connection with implementing and performing the maintenance, inspections and other obligations of the Association set forth in the Association Maintenance Manual; expenses incurred in complying with the Community Entitlements and Applicable Laws; expenses incurred in administering any committees formed by the Association; expenses incurred to cover due but unpaid Assessments; expenses for management and administration of the Association, including, without limitation, compensation paid by the Association to managers, accountants, attorneys, architects and consultants; expenses incurred in maintaining the legal status and qualifications of the Association as an entity in good standing and entitled to do business in the State of California; expenses of any inspections required or deemed appropriate by the Association; expenses, if any, required for the maintenance of any areas required by Governmental Entities or the Community Entitlements to be maintained by the Association; expenses for any utilities and other services benefiting the Owners and their Condominiums to the extent such services are paid for by the Association; expenses of insurance and/or fidelity bonds maintained by the Association; reasonable reserves as deemed appropriate by the Board or otherwise required pursuant to the Governing Documents or Applicable Laws; expenses of bonding of the members of the Board and any professional managing agent or any other person handling the funds of the Association; taxes and assessments paid by the Association; expenses incurred in maintaining the Shared Fire System Special Benefit Area, which costs shall be included in the Shared Fire System Special Benefit Area Budget; expenses incurred in maintaining any additional Special Benefit Area, which costs shall be included in the Special Benefit Area Budget covering such Special Benefit Area, as detailed in a Supplementary Declaration; expenses incurred by the Association for the discharge of any lien or encumbrance levied against the Association Property and Association Maintenance Areas or portions thereof; and any other expenses incurred by the Association in connection with the operation and/or maintenance of the Association Property or Association Maintenance Areas, or in furtherance of the purposes or the discharge of any obligations imposed on the Association by the Governing Documents.

1.20 "Community" means all of the Property together with all Improvements situated thereon.

1.21 "Community Entitlements" means all governmental approvals, permits and authorizations issued in connection with the approval of the development of the Community including, without limitation, the tentative map, the Map, development agreements, conditions of approval and project permits.

1.22 "Condominium" means an estate as defined in California Civil Code Section 4125 consisting of an undivided interest as a tenant-in-common in all or any portion of the Common Area, together with a separate fee interest in a Unit as described in this Declaration, the Condominium Plan and/or in the deed conveying the Condominium.

1.23 "Condominium Building" means each building in which the Condominiums are located as shown on the Condominium Plan.

1.24 "Condominium Plan" means each of the following: (a) each condominium plan recorded against the Property pursuant to California Civil Code Section 4285, *et seq*. that encumbers all or any portion of the Property, and all amendments to each such plan; and (b) any recorded condominium plan or plans, including amendments thereto, affecting any Phase which has been annexed hereto. Each Module within the Community is covered by a separate Condominium Plan. For purposes of convenience, multiple Modules may be combined in one recorded instrument but shall be deemed a separate Condominium Plan for each Module.

1.25 "County" means the County of Orange, California.

1.26 "Declarant" means LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company ("**Lennar**") and shall include those successors and assigns of Lennar Homes of California, LLC, a California limited liability company, who acquire or hold title to any part or all of the Property and/or the Annexable Property for purposes of development and are expressly named as a successor Declarant to all or a portion of Declarant's rights in an Assignment of Declarant's Rights ("**Assignment of Declarant's Rights**") executed by Declarant or a successor Declarant, and recorded in the Official Records assigning the rights and duties of Declarant to such successor Declarant, and such successor Declarant accepts the assignment of such rights and duties. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property and/or the Annexable Property, which beneficiary has acquired any such portion of the Property and/or the Annexable Property by foreclosure power of sale or deed in lieu of such foreclosure or sale. Notwithstanding the foregoing, so long as AG owns any portion of the Property or Annexable Property, any Assignment of Declarant's Rights, other than by Lennar to an affiliate of Lennar with respect to the Lennar Property (as defined below), shall require the prior written consent of AG. Any purported assignment without such consent shall be deemed void and of no further effect. Notwithstanding anything to the contrary contained in this Declaration, if the Option Agreement is terminated prior to the purchase by Lennar from AG of all of the Property and Annexable Property owned by AG ("**AG Property**"), as evidenced by the recordation of a Notice of Termination of Option Agreement, AG shall, upon AG's unilateral recordation of a Notice of Acquisition of Declarant's Rights, automatically become Declarant under this Declaration only as to the Property or Annexable Property owned by AG and Lennar shall remain Declarant as to any Property or Annexable Property owned, developed or constructed (regardless of whether such developed or constructed Property or Annexable Property has been conveyed by Lennar to a First Owner) by Lennar ("**Lennar Property**"). In the event of AG becoming a Declarant with respect to the AG Property: (i) Lennar shall not be liable to any Member or any other person for any act or omission of AG as to the AG Property, including without limitation, AG's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise by required by statute or law, arising as of the date AG succeeds to Declarant's Rights as to the AG Property, and (ii) AG shall not be liable to any Member or any other person for any act or omission of Lennar as to the: (a) AG Property arising prior the date AG succeeds to Declarant's Rights as to the AG Property, or (b) the Lennar Property, including without limitation in both instances, Lennar's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise by required by statute or law. AG is hereby released and discharged from any and all obligations under the Declaration accruing prior to the date AG succeeds to Declarant's rights hereunder or with respect to obligations relating to any Lennar Property. If AG succeeds to Declarant's Rights for the AG Property, any consent of Declarant required, or action permitted, under this Declaration that is solely related to the Lennar Property or the AG Property, may only be made by Lennar or AG, respectively, and in such instance, the consent of the other Declarant party shall not be required.

1.27 "Declarant Party" or "Declarant Parties" means Declarant and its current and future affiliates, and the respective current and future directors, officers, employees, members, managers, partners, trustees, trust beneficiaries, agents and representatives of Declarant.

1.28 "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Trellis as said Declaration may from time to time be amended or supplemented.

1.29 "Design Guidelines" means the design criteria adopted by the Board pursuant to **Article 8** (Design Review).

1.30 "Design Review Committee" means the committee which may be appointed by the Board pursuant to **Article 8** (Design Review), provided however, that to the extent a Design Review Committee is not appointed by the Board, all references in this Declaration to Design Review Committee shall mean the Board.

1.31 "DRE" means the California Department of Real Estate and any successor agency.

1.32 "Eligible Holder" means any Mortgagee who has given written notice to the Association specifying its name and the address of the Condominium subject to the Mortgage and requesting written notice of any or all of the events to which such Eligible Holder is entitled to notice specified in this Declaration. For so long as is required by FNMA's legal requirements for project acceptance, all references to "Eligible Holder" herein shall be deemed to include all guarantors of First Mortgages.

1.33 "Emergency" means any situation, condition or event which threatens substantial imminent damage or injury to Person or property.

1.34 "Exclusive Use Easement" or "Exclusive Use Easement Area" means those portions of the Association Property over which exclusive easements are reserved and granted for the benefit of certain Owners in accordance with California Civil Code Section 4145, described in this Declaration and shown on the Condominium Plan. The Exclusive Use Easements within the Community include the following areas:

1.34.1 "**Exclusive Use Balcony**" means those areas within the Association Property designated as "Exclusive Use Balcony Areas" on the Condominium Plan over which exclusive easements are reserved for the benefit of certain Owners for balcony purposes.

1.34.2 "**Exclusive Use Courtyard**" means those areas within the Association Property designated as "Exclusive Use Courtyard Areas" on the Condominium Plan over which exclusive easements are reserved for the benefit of certain Owners for courtyard purposes.

1.34.3 "**Exclusive Use Yard**" means those areas within the Association Property designated as "Exclusive Use Yard Areas" on the Condominium Plan over which exclusive easements are reserved for the benefit of certain Owners for yard purposes.

1.35 "Federal Agencies" means collectively one or more of the following agencies and the following letter designation for such agencies shall mean and refer to, respectively, the agency specified within the parentheses following such letter designation and any successors to such agencies: Federal Housing Administration ("**FHA**"), Federal Home Loan Mortgage Corporation ("**FHLMC**"), Federal National Mortgage Association ("**FNMA**"), Government National Mortgage Association ("**GNMA**"), and United States Department of Veterans' Affairs ("**VA**").

1.36 "Fire Systems" means all fire life safety equipment, components, fixtures and facilities (excluding fire extinguishers located within a Unit) located within or serving a Condominium Building, including, without limitation, sprinkler heads, control valves, pipes, drains, alarms and those designated from time to time by Governmental Entities.

1.37 "First Mortgage" means a Mortgage that is first in priority under the recording statutes of the State of California over all other Mortgages encumbering a specific Condominium in the Community.

1.38 "First Mortgagee" means the Mortgagee of a First Mortgage.

1.39 "First Owner" means the Owner of a Condominium who acquired the Condominium under authority of a Public Report from Declarant.

1.40 "Fiscal Year" means the fiscal accounting and reporting period of the Association selected by the Board.

1.41 "Governing Documents" means collectively this Declaration, the Articles, Bylaws, Design Guidelines, Rules and any Supplementary Declarations.

1.42 "Governmental Entities" means any federal, state, county, city, local or municipal governmental entity or quasi-governmental entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter for any portion of the Community.

1.43 "Hazardous Materials" means any biologically or chemically active or toxic or hazardous waste or materials as defined or regulated by Applicable Laws. Hazardous Materials shall include without limitation those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et seq.*, and any applicable state, local or federal laws and the regulations adopted under these Acts.

1.44 "Improvements" means all structures or improvements of every type or kind installed or erected on the Property or an alteration or modification to a Unit, Exclusive Use Easement Area or Association Property or any addition to a Unit or Association Property, including without limitation room partitions, structural alterations to any portion of a Unit or any Association Property surrounding the Unit; any addition or alteration to a Unit that causes penetration beyond the unfinished surface of the walls, ceilings or surface flooring of a Unit or impacts or affects in any manner any Association Property; changes of level, grade or drainage pattern of any Exclusive Use Easement Area; patio covers; skylights; stairs; window tinting; plantings and potted plants; paving, tiling or other covering of any patio or balcony; Utility Facilities; poles and signs; and all other structures or improvements of every type and kind installed or erected on the Property. The Design Guidelines may identify additional items that are Improvements which require approval of the Board.

1.45 "Institutional Mortgagee" means each of the following: (a) a First Mortgagee that is a bank, savings and loan association, insurance or mortgage company or other entity or institution chartered under federal and/or state law; (b) an insurer or governmental guarantor of a First Mortgage; (c) a First Mortgagee that is a Federal or State Agency; or (d) any other institution specified by the Board in a recorded instrument that is the Mortgagee of a Mortgage or the beneficiary of a deed of trust encumbering a Condominium.

1.46 "Interest Rate" means the rate of interest chargeable under this Declaration equal to the rate established by the Association from time to time, but not to exceed the maximum rate allowed by Applicable Laws.

1.47 "Invitee" means any Person whose presence within the Community is approved by or is at the request of a particular Owner, including, without limitation, Occupants, agents, contractors and the family, guests, employees or licensees of Owners or Lessees.

1.48 "Lease" means each lease whereby a Person acquires rights to use or occupy a Condominium for a specified term.

1.49 "Lessee" means any tenant or lessee occupying a portion of the Property with a Lease.

1.50 "Limited Warranty" means the Limited Warranty provided by Declarant to the First Owner.

1.51 "Maintenance" or "Maintain" whether capitalized or not means maintain, repair and replace unless otherwise specified in this Declaration.

1.52 "Maintenance Chart" means **Exhibit "C"** attached hereto and incorporated herein which designates the components of the Community to be maintained by the Association and the Owners, respectively. The Maintenance Chart may be further modified or supplemented in a Supplementary Declaration.

1.53 "Maintenance Obligations" means the Association's obligations and each Owner's obligations to perform: (a) all reasonable maintenance consistent with the terms of the Association Maintenance Manual and Owner Maintenance Manual, respectively; (b) any maintenance obligations and schedules in any warranty offered by Declarant or any manufacturer, and any maintenance obligations and schedules otherwise provided to the Association or the Owners by Declarant or any manufacturer, as applicable; (c) any commonly accepted maintenance practices intended to prolong the life of the materials and construction of the Association Property and Units, as applicable; and (d) any maintenance obligations imposed by the Governing Documents or Governmental Entities.

1.54 "Map(s)" means the final subdivision or parcel map(s) covering all or any portion of the Property and any corrections, modifications and/or lot line adjustments to such maps.

1.55 "Member" means every Person who holds a membership in the Association.

1.56 "Module" means each module designated on the Condominium Plan(s). Each Module is a three-dimensional portion of the Property and has been created pursuant to California Government Code Section 66427. The lower and upper boundaries of each Module are set forth in the Condominium Plan. The lateral boundaries of each Module are vertical planes which are also described and depicted in the Condominium Plans. The Module includes all land and Improvements, whether now or hereafter, located within its boundaries.

1.57 "Mortgage" means a recorded mortgage or deed of trust encumbering a Condominium in the Community.

1.58 "Mortgagee" means a mortgagee under a Mortgage as well as a beneficiary under a deed of trust.

1.59 "Notice and Hearing" means the procedure that gives an Owner notice of an alleged violation of the Governing Documents and the opportunity for a hearing before the Board.

1.60 "Occupant" means a Person that is entitled to occupy from time to time all or a portion of a Unit, whether pursuant to a Lease, sublease, license or other similar agreement.

1.61 "Official Records" means the official public records of the County Recorder of Orange County.

1.62 "Owner" means the record owner, whether one or more Persons, including Declarant, of any Condominium, excluding those having such interest merely as security for the performance of an obligation, unless and until such Person acquires fee title thereto.

1.63 "Owner Maintenance Manual" means the manual prepared by Declarant setting forth the standards and requirements for the maintenance by an Owner of the Unit and other Improvements. The Owner Maintenance Manual may also be referred to as the "**Homeowner Manual**" or "**Homeowner Maintenance Manual**" in other related documents.

1.64 "Person" means a natural person or any legal entity recognized under California law. When the word "person" is not capitalized, the word refers only to natural persons.

1.65 "Phase" means that portion of the Property which is the subject of a separate Public Report.

1.66 "Private Streets" means those streets, roads, drives and adjacent sidewalks within the Association Property and related lighting, private drainage, pollution control devices, sewage and water systems and other utility installations within such streets, roads, drives and sidewalks that are not maintained by a public agency or franchised utility.

1.67 "Property" means all of the real property described on **Exhibit "A"** and any other real property which may be annexed hereto. In the event of the de-annexation of any Property previously subject to this Declaration, the term "Property" shall not include any such de-annexed land.

1.68 "Public Report" means the final subdivision public report issued by the DRE for a Phase in the Community.

1.69 "Residence" means each Unit, including all Exclusive Use Easement Areas appurtenant to the Unit.

1.70 "Rules" means the rules and regulations adopted by the Board from time to time.

1.71 "Shared Fire System Condominium Buildings" means Condominium Buildings located within Residential Modules 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13 and 14 of the Condominium Plan.

1.72 "Shared Fire System Special Benefit Area" means the Special Benefit Area that has been formed to include all Condominiums located within the Shared Fire System Condominium Buildings. The Shared Fire System Special Benefit Area shall be responsible for all Shared Fire System Special Benefit Area Services attributable to the Shared Fire System Condominium Buildings.

1.73 "Shared Fire System Special Benefit Area Budget" means the budget for the Association which itemizes the portion of the Common Expenses to be assessed against the Condominiums within the Shared Fire System Special Benefit Area. The Shared Fire System Special Benefit Area Budget may include without limitation the estimated or actual costs and expenses incurred by the Association in connection with the following: (a) preparing the budget for administering the Shared Fire System Special Benefit Area; (b) providing the Shared Fire System Special Benefit Area Services; (c) providing utility services as reasonably required for the Shared Fire System Special Benefit Area Services; and (d) funding reasonable reserves for the repair and replacement of Improvements within the Shared Fire System Special Benefit Area.

1.74 "Shared Fire System Special Benefit Area Services" means those services and maintenance obligations provided by the Association for the Shared Fire System Special Benefit Area, which includes, but is not limited to, all costs related to: (i) common fire sprinkler systems, and (ii) fire alarm monitoring within the Shared Fire System Condominium Buildings.

1.75 "Solar Energy System" means fixed devices, structures or devices or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun.

1.76 "Solar Energy System" means fixed devices, structures or devices or structures that are used primarily to transform solar energy into thermal, chemical or electrical energy including roof-integrated photovoltaic roof tiles, modular solar energy panels, laminates, any "solar collector" (defined in California Public Resources Code Section 25981), roof-mounted panels or other roof-mounted devices that collect solar energy and generate energy by exposure to the sun. This description of a Solar Energy System and its components shall be interpreted to be subject to expansion or modification as a result of newer technology accepted by the Association for installation.

1.77 "Solar Use Areas" means, with respect to each Condominium, the portion of the Roof (as defined in **Section 2.17** (Solar Energy Systems on Condominium Buildings) of the Condominium Building where the Solar Energy System servicing such Condominium is installed in connection with the original construction of the Condominium Building. The non-exclusive easement and rights of the Owners with respect to their respective Solar Use Area are appurtenant to the Condominium for which Solar Use Area was utilized in the initial installation of the Solar Energy System serving such Condominium. The Association shall have the right, upon request of an Owner, to expand the Solar Use Area appurtenant to

any Condominium, to the extent that such expansion does not encroach on the Solar Use Area of another Condominium, to accommodate the expansion of a Solar Energy System, and to the extent such Solar Energy System is so expanded, the revised enlarged Solar Use Area shall be detailed and set forth in the records of the Association.

1.78 "Special Benefit Area(s)" means a group of Condominiums which directly receive a special benefit from the Association (either in the form of maintenance or services provided by the Association) for which additional Assessments will be imposed on the Condominiums pursuant to the provisions of this Declaration. Initially, there will be one (1) Special Benefit Area referred to as the "Shared Fire System Special Benefit Area". Any additional Special Benefit Area(s) shall be described in a Supplementary Declaration.

1.79 "Special Benefit Area Budget" means the budget for the Association which itemizes the portion of the Common Expenses to be assessed against the Condominiums within a Special Benefit Area. A Special Benefit Area Budget may include without limitation the estimated or actual costs and expenses incurred by the Association in connection with the following: (a) preparing the budget for administering the Special Benefit Area; (b) providing the Special Benefit Area Services; (c) obtaining and maintaining insurance coverage related to the Special Benefit Area; (d) providing utility services as reasonably required for the Special Benefit Area Services; and (e) funding reasonable reserves for the repair and replacement of Improvements within the Special Benefit Area. Initially, there will be one (1) Special Benefit Area Budget referred to as the "Shared Fire System Special Benefit Area Budget". Any additional Special Benefit Area Budget(s) shall be described in a Supplementary Declaration.

1.80 "Special Benefit Area Services" means those services or maintenance obligations provided by the Association for a Special Benefit Area described herein or on a Supplementary Declaration.

1.81 "Storm Water Agreement" means that certain Master Covenant and Agreement Regarding On-Site BMP Maintenance which has been or will be recorded against the Property in the Official Records, and any amendments or supplements recorded against the Property that may be identified in a Supplementary Declaration.

1.82 "Storm Water Improvements" means any private storm drain and water quality protection improvements and systems including, without limitation, detention and storm water basins and other pollution control devices located within the Property which are required to be maintained by the Association.

1.83 "Supplementary Declaration(s)" means those certain declarations of covenants, conditions and restrictions, or similar instruments, which may be recorded by Declarant to do any or all of the following: (a) annex all or a portion of the Annexable Property; (b) make modifications or adjustments to the description of the Annexable Property to reflect any lot line adjustments, or subsequently recorded parcel maps and final subdivision maps provided no additional real property is added; (c) impose additional covenants and restrictions on the Annexable Property; (d) designate a portion of the Property as a Phase; (e) conform this Declaration or any previously recorded Supplementary Declarations to Applicable Laws or any conditions of approval imposed by any Federal Agencies, Governmental Entities or Community Entitlements; (f) make minor corrections (including typographical errors and engineering errors) to the provisions of this Declaration or previously recorded Supplementary Declaration(s), including exhibits hereto; and/or (g) any other purpose contemplated in this Declaration.

1.84 "Unit" means the elements of a Condominium which are not owned in common with the other Owners, such Units and their respective elements and boundaries being shown and particularly described in the Condominium Plan. The dimensions of a Unit are measured from the unfinished floor, walls and ceiling, except as otherwise noted herein. The Unit includes all Improvements situated within its boundaries, and includes, without limitation: (i) interior walls (except interior bearing walls); (ii) the interior undercoated surfaces of bearing walls and perimeter walls, floors and ceilings; (iii) any interior door; (iv) appliances, cabinets, and all electrical, heating, plumbing and other utility fixtures; (v) the openings and outlets of all Utility Facilities that are located partially within the Unit and partially in the Association Property, such as electrical outlets, and that exclusively serve the Unit; (vi) all Utility Facilities serving solely that Unit,

whether located in the Unit or the Association Property; (vii) the fire box of any fireplace located in the Unit; and (viii) the garage located in the Unit. The following are not part of any Unit: bearing walls, columns, floors, roofs, foundations, and Utility Facilities that serve two (2) or more Units wherever located. In interpreting deeds and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial conformance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the Condominium Plan, deed or in any other recorded document, regardless of variances between boundaries shown on the Condominium Plan or any other recorded document and those of the building within which the Unit is located and regardless of settling or lateral movement of the building in which the Unit is located.

1.85 "Utility Facilities" means all utility facilities serving the Community including, without limitation, intake and exhaust systems, backflow preventers, storm and sanitary sewer systems, drainage systems and pollution control devices, common ducting systems for ventilation and utility services, domestic water systems, natural gas systems, heating and air conditioning systems, electrical systems, fire protection water and sprinkler systems, telephone systems, cable television systems, telecommunications systems, satellite communications systems, water systems, sump pumps, pool equipment, central utility services and all other utility systems and facilities reasonably necessary to service any Improvement situated in, on, over and under the Community.

1.86 "Voting Power" means the voting power of the Association set forth in **Section 5.2** (Number of Votes).

ARTICLE 2
USE RESTRICTIONS

2.1 Animals. Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are permitted to be maintained within the Community. In no event shall poultry, livestock or other farm animals (including, without limitation, goats and chickens) be kept within the Community. No Owner shall keep: (a) more than a total of two (2) dogs; (b) any dogs which, in the reasonable determination of the Board, are determined to be a threat to the safety of the Occupants, which shall not be allowed under any circumstances; or (c) more than two (2) cats, or a combination of dogs and cats (but not to exceed two (2) dogs and cats in total) within such Owner's Unit. Owners may request a variance at the discretion of the Board to increase the total number of pets to a maximum of four (4) pets within such Owner's Condominium. Domestic reptiles, birds, rodents and fish shall be permitted in reasonable numbers so long as such animals are kept in the interior of a Residence. If an Owner keeps any birds, the birds shall not be heard outside of the Residence. No animal shall be permitted to be maintained, at any time, within any recreational areas situated within the Community. Nothing contained herein shall restrict the keeping of fish in an aquarium or fish in an exterior pond or pool (such as koi) so long as the approvals for the installation of such pond have been obtained under **Article 8** (Design Review). Notwithstanding the foregoing, the Rules may further limit or restrict the keeping of pets and the Board shall have the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after Notice and Hearing, is deemed by the Board to constitute a nuisance to any other Owner or Occupant or which constitutes a threat to personal safety in the sole and absolute opinion of the Board. Each person bringing or keeping a pet within the Community shall be liable to other Owners and their Invitees for any damage to persons or property caused by such pet. Each Owner shall clean up after such animals that have deposited droppings or otherwise used any portion of the Community. Animals must be kept within an enclosure or on a leash or other appropriate restraint or carrier held by a person capable of controlling the animal when outside the Unit. Animals shall not be left unattended on any Exclusive Use Easement Areas. Nothing contained herein shall constitute a restriction on legally recognized service animals. The Board has the power and discretion to determine whether the types or numbers of any animals kept in a Residence are a nuisance, and the Board shall have the power to abate the nuisance through any legal procedure that is available to the Association.

2.2 Residential Use. Units shall be used for residential purposes only, provided, however, that any Unit may be used incidentally for the purpose of operating a home based small business if, and only if: (a) the business is operated solely within the Residence; (b) the business is limited to arts and crafts, the rendition of professional services, or other similar activities; (c) the business is operated by the Owner

whose principal residence is the Unit, by a Lessee whose principal residence is the Unit or by a member of such Owner's or Lessee's family whose principal residence is the Unit; (d) there is no sales activity conducted within the Association Property, no customers visiting the Unit and no advertising anywhere in the Community; (e) the operation is permitted by and is at all times in compliance with Applicable Laws; and (f) the operation of the business does not result in: (i) the violation of any of the other provisions of this Declaration; (ii) any unreasonable increase in the flow of traffic within the Community; (iii) any unreasonable odor, noise, or vibration outside of the Unit; (iv) any parking problems within the Community; or (v) any other adverse conditions to the Occupants of the individual Condominiums. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit any home based business specifically required to be allowed by Applicable Law. In addition, as required by the City, a home based business is required to obtain the following, as and to the extent required by Applicable Laws: (1) City Business License; and (2) Home Occupation Permit pursuant to Buena Park Municipal Code. In addition, all business operated within the Residence must comply with Applicable Laws, including without limitation Buena Park Municipal Code Section 19.448.060.

2.3 Commercial Use. Except as otherwise provided in this Declaration, including without limitation **Section 2.2** (Residential Use), no part of the Community shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

2.4 Rental of Condominiums. An Owner shall be entitled to rent his or her Condominium subject to the restrictions contained in the Governing Documents, any contractual agreement between Declarant and each original Owner for such Owner's Condominium as to such parties, any other restrictions of record applicable to such Owner's Condominium and all Applicable Laws. Any rental or lease agreement shall: (a) be in writing; (b) provide that the lease is subject to the Governing Documents; and (c) provide that any failure to comply with any provisions of the Governing Documents shall be a default under the terms of the rental or lease agreement. A copy of the rental or lease agreement shall, upon request, be provided to the Association. Owners shall, at all times, be responsible for their Lessee's compliance with the Governing Documents. A Lessee shall have no obligation to the Association to pay Assessments nor shall any Lessee have any voting rights in the Association. No Owner may lease such Owner's Condominium for hotel, motel or transient purposes. For purposes of this restriction, any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lessor provides any services normally associated with a hotel shall be deemed to be for transient or hotel purposes and shall be prohibited. To the extent the rental restrictions set forth in this Section violate the applicable requirements of any Federal Agency or Governmental Entity, such restrictions shall be deemed to no longer apply.

2.5 Further Subdivision. Except as otherwise provided in this Declaration, no Owner may further partition or subdivide the Owner's Condominium, including any division of such Owner's Condominium into time-share estates or time-share uses. This provision does not limit the right of an Owner to: (a) rent or lease the Condominium by means of a written lease or rental agreement subject to the Governing Documents; (b) sell such Owner's Condominium; or (c) transfer or sell any Condominium to more than one (1) Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. Notwithstanding the foregoing, to the extent that an Owner of a Condominium seeks to further subdivide such Owner's Condominium pursuant to an ordinance adopted pursuant to California Government Code Section 65852, *et seq.*, or any other Applicable Laws, the Owner shall first obtain the consent of all members of the Board. In the event the Board unanimously approves such subdivision, then prior to approving such subdivision, the Association shall also be required to obtain the consent of ninety percent (90%) of the Members prior to formally approving such subdivision. The restrictions set forth in this Section do not apply to subdivisions by Declarant.

2.6 Time Sharing. A Condominium may not be divided or conveyed on a time increment basis (commonly referred to as "time sharing") of measurable chronological periods. The term "time sharing" as used herein shall include, but shall not be limited to, any agreement, plan, program or arrangement under which the right to use, occupy or possess the Condominium or any portion thereof in the Community rotates among various persons, either corporate partnership, individual or otherwise, on a periodically recurring

basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time of sixty (60) consecutive calendar days or less.

2.7 Signs and Displays. Subject to California Civil Code Sections 712, 713, and 4710, no sign, poster, billboard, balloon, advertising device or other display of any kind shall be displayed in the Community, except for the following:

2.7.1 Association and Community Signs. Entry monuments, wayfinding signs, property identification signs, management company signs and traffic or parking control signs installed by Declarant and maintained by the Association, subject to compliance with City signage criteria;

2.7.2 Name or Address Signs. Each Unit may have one (1) nameplate or similar Owner name or address identification sign which complies with the Design Guidelines;

2.7.3 Security Services Signs. Each Unit may have one (1) sign advising of the existence of security services which complies with the Design Guidelines;

2.7.4 For Sale and Lease Signs. Each Unit may have one (1) sign advertising the Condominium for sale or lease that complies with the following requirements: (a) the sign has reasonable design and dimensions (which shall not exceed a total dimension of eighteen (18) inches by thirty (30) inches in size), consist of a single panel with no additional signs affixed to it, and does not adversely affect public safety, including traffic safety; and (b) the sign is of a color, style and location authorized by the Board;

2.7.5 Noncommercial Signs. Each Owner may install a noncommercial sign, poster, flag or banner on the Owner's Unit that complies with the following requirements: (a) a noncommercial sign or poster may not be more than nine (9) square feet in size and a noncommercial flag or banner may not be more than fifteen (15) square feet in size; and (b) a noncommercial sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. The Board has the power, but not the duty, to impose reasonable limits on the duration of display of noncommercial signs, consistent with current law and decisions interpreting restrictions on time, place and manner of noncommercial speech;

2.7.6 Other Signs. Each Owner may post such other signs or displays in the Owner's Unit, if authorized by the Board; and

2.7.7 Compliance with Applicable Laws. In addition to the foregoing, all signs must comply with all Applicable Laws.

2.8 Parking and Vehicular Restrictions.

2.8.1 Authorized Vehicles. The following vehicles are "**Authorized Vehicles**": standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten (10) or fewer people, motorcycles and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less and vehicles which are the principal source of transportation for an Owner. Authorized Vehicles may be parked in any portion of the Community intended for parking of motorized vehicles subject to this Section; provided, however, no Owner may park an Authorized Vehicle in a manner which the Association determines either restricts the passage of pedestrians or vehicles over the streets, entries to any garage, or sidewalks in the Community or extends beyond the limits of the space where the Authorized Vehicle is parked. The Association has the power to identify additional vehicles as Authorized Vehicles in the Rules and to adapt this restriction to other types of vehicles.

2.8.2 Prohibited Vehicles. The following vehicles are "**Prohibited Vehicles**": (a) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats); (b) commercial-type

vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines); (c) buses or vans designed to accommodate more than ten (10) people; (d) vehicles having more than two (2) axles; (e) trailers; (f) inoperable vehicles or parts of vehicles; (g) aircraft; (h) any vehicles or vehicular equipment deemed a nuisance by the Board; and (i) any other vehicles not classified as an Authorized Vehicle. Prohibited Vehicles may not be parked, stored or kept within the Property including the Private Streets except for brief periods for loading, unloading, making deliveries or emergency repairs. If a vehicle qualifies as both an Authorized Vehicle and a Prohibited Vehicle, then the vehicle is presumed to be a Prohibited Vehicle unless the vehicle is expressly classified as an Authorized Vehicle in writing by the Association.

2.8.3 General Restrictions. Subject to the restriction on Prohibited Vehicles, all vehicles owned or operated by or under the control of an Owner or an Occupant and kept in the Community must be parked in the garage of that Owner to the extent of the space available, as provided in **Section 2.8.5** (Garage Use). Unless otherwise permitted by the Association, no Owner shall leave his or her vehicle parked within the Community other than within a garage or any designated parking space within the Private Streets, if the Owner or Occupant has more automobiles than will be accommodated within the garage. In no event shall the Authorized Vehicles be parked in a manner which causes the Authorized Vehicle to extend into the streets or onto any sidewalk. Parking on any driveway aprons or garage approach areas is prohibited. No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property, with the exception of minor or emergency automobile repairs, and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility. There is no guarantee, representation or assurance that vehicles will fit into the garages or any available parking areas. Notwithstanding the foregoing, no storage is allowed in any garage which interferes with the parking of functional, operating, registered street legal vehicles. In no event shall parked automobiles, structures or other items block access to the Private Streets or restrict ingress or egress on, over, through and across the Private Streets. No parking of vehicles shall be allowed in the Private Streets other than in designated parking areas and no parking or any type of obstruction shall be allowed in the required fire access lanes or portions of the Private Streets that are not designated parking areas. All parking areas shall be maintained and clear of storage in order to maintain parking.

2.8.4 Parking Regulations. The Association may establish additional regulations regarding any parking areas, including designating “parking,” “guest parking,” and “no parking” areas. Any vehicle parked within a fire lane may be towed without prior notice. The Board may take all actions necessary to enforce all parking and vehicle use regulations for the Property, including removing violating vehicles from the Community pursuant to California Vehicle Code Section 22658 or other Applicable Laws. Notwithstanding the foregoing, certain streets providing access to the Community are public streets which are owned, maintained and operated by the City. This Declaration does not encumber such public streets, nor does the Association have the right to regulate the public streets providing access to the Community.

2.8.5 Garage Use. Parking spaces in the garages shall be used as the primary parking space for automobiles. No garage space shall be used for non-parking activities if it will result in the Owner or Occupant using an open parking space instead of the garage. Notwithstanding the foregoing, to the extent that Applicable Laws require that an Owner be allowed to convert a garage, or a portion thereof, to living areas, including without limitation the construction or conversion of space into an ADU, such conversion shall only be allowed to the minimum extent required under Applicable Laws, so as to maximize the ability to utilize the garage for the parking of vehicles inside the garage. It is the intent of this Section to require an Owner and Occupant, to the extent such Owner or Occupant has automobiles in the Property, to park such automobiles in the garage, and in any available parking areas within the Private Streets, to the extent parking is allowed in such areas pursuant to the Governing Documents, as a secondary location. Garage doors shall remain closed except for reasonable periods while the garage is being used. All garages shall be equipped with roll-up garage doors and functioning garage door opener.

2.9 Installations.

2.9.1 Generally. This Section does not apply to Improvements installed by Declarant.

2.9.2 **Outside Installations**. The following items are prohibited unless approved by the Board: (a) outside installations, including balcony, patio or deck covers, wiring, air conditioning equipment, water softeners, other machines and other Improvements; (b) Improvements to deck or balcony railings; and (c) other exterior additions or alterations to any Condominium or Exclusive Use Easement Area. Notwithstanding the foregoing, religious items may be displayed on the entry door or door frame of an Owner's Unit subject to the restrictions set forth in California Civil Code Sections 1940.45 and 4706.

2.9.3 **Inside Installations**. Nothing may be done in any Condominium or in, on or to the Association Property which may impair the structural integrity of any building in the Community or which structurally alters any such building, except as otherwise expressly provided in this Declaration.

2.9.4 **Balconies and Courtyards**. No Owner shall use any Exclusive Use Balcony or Exclusive Use Courtyard for storage purposes, including, without limitation, the storage of bicycles. Unless installed by Declarant, all plants kept in the Exclusive Use Balcony or Exclusive Use Courtyard shall be kept in pots or planters which do not allow water to drain outside of such pot or planter, and no vegetation shall be permitted to extend beyond the railings, walls and/or other boundaries of the Exclusive Use Balcony or Exclusive Use Courtyard, except as approved by the Board. The Board may require approval of any potted plants. No Owner shall change or alter the surface of any Exclusive Use Balcony or Exclusive Use Courtyard without the consent of the Board. All furniture within an Exclusive Use Balcony or Exclusive Use Courtyard shall be maintained in a clean and attractive condition.

2.9.5 **Sports Apparatus**. No basketball standards or fixed sports apparatus shall be attached to any Condominium or placed anywhere within the Association Property.

2.9.6 **Exterior Lighting**. No additional exterior lighting may be installed by an Owner. Any exterior electrical, gas or other artificial lighting installed on any Condominium Building shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Condominiums. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way. Further rules regarding exterior lighting may be promulgated by the Board. Some of the exterior lighting on Condominium Buildings provides light to certain exterior portions of the Community and contains a photocell which will automatically control their operation. Such exterior lighting shall not be manually turned off and the photocell shall not be altered in any way by the Owners.

2.9.7 **Outside Drying and Laundering**. No exterior clothesline shall be erected or maintained or hung on balconies or railings within the Community. There shall be no exterior drying or laundering of clothes or any other items on any Exclusive Use Easement Area or Association Property, except that Exclusive Use Yard Areas may be used for clotheslines or drying racks provided that such laundering apparatuses are not visible at street level from outside of the appurtenant Unit.

2.9.8 **Window Coverings**. Temporary window coverings ("**Temporary Window Coverings**") in a design and color that does not conflict with the surrounding Improvements (but excluding aluminum foil, newspapers, or any other contrasting material) shall be permitted for a maximum period of ninety (90) days from the date that a Condominium is conveyed to an Owner by Declarant or such longer period that may be authorized by the Board. Except as specifically provided above, no Temporary Window Coverings shall be used to cover any door or window of any Unit.

2.9.9 **Fences, Etc**. No fences, awnings, ornamental screens, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Community except those that are installed in accordance with the original construction of the Community or as are authorized and approved in accordance with **Article 8** (Design Review). In no event shall any fences, gates or walls installed by Declarant be altered in any way unless such alteration has been approved in accordance with the provisions set forth in **Article 8** (Design Review).

2.9.10 **Holiday Decorations**. Outdoor holiday decorations, or indoor holiday decorations that are visible from outside, shall be limited to a reasonable period of time prior to the date of

the holiday, as determined by the Association in the Rules, and shall be removed as and when required by the Rules.

2.9.11 **Water Beds and Limitations on Size of Aquariums**. No water beds shall be permitted in any Condominium, and no Owner shall maintain in its Condominium any aquarium or other container holding thirty (30) or more gallons of water. Each Owner acknowledges that substantial damage to other Units and/or Association Property may occur as a result of a violation of this restriction.

2.9.12 **Vibrations**. No Owner shall install or use in its Unit any fixtures or equipment which will cause unreasonable vibrations, noise or annoyance to other Owners.

2.9.13 **Sound Attenuation**. Owners and Occupants must not attach anything to the walls, place anything on the floors, or attach anything to the ceiling of any Unit that will cause vibrations, noise or unreasonable annoyance to the residents of the other Condominiums. The Board may establish provisions in the Rules restricting the hours of operation of items that produce noise. No alteration, repair or replacement of installations in Condominiums that may diminish the effectiveness of the sound attenuation between the Units may be made.

2.9.14 **Rights of Disabled**. Subject to the provisions of **Article 8** (Design Review) and the Design Guidelines, each Owner may modify such Owner's Unit and the route over the Association Property leading to the front door of its Condominium, at such Owner's sole expense, to facilitate access to its Condominium by persons who are blind, visually impaired, deaf or physically disabled, or to alter conditions which could be hazardous to such Persons in accordance with Applicable Laws.

2.10 **Mineral Exploration**. No portion of the Property shall be used in any manner to explore for or to remove any oil, minerals, natural gas or other hydrocarbons, geothermal heat or substances, water, gravel, earth or any earth substance or other mineral of any kind ("**Subsurface Resources**"). No well for the production of, or from which there is produced, Subsurface Resources shall be operated within the Community, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business. Notwithstanding the foregoing, nothing in this Section or anywhere else in this Declaration shall be deemed to prohibit, impair or in any way limit the rights of Declarant or any affiliate of Declarant (or a successor or assign to any rights of Declarant or an affiliate of Declarant to Subsurface Resources) to drill for, explore for, mine and/or remove any Subsurface Resources from any Property within the Community, and Declarant, any affiliate of Declarant, and any successors and assigns to any rights of Declarant or an affiliate of Declarant to the Subsurface Resources shall have such rights, including, without limitation, the right to whipstock or directionally drill and mine from lands other than the Community, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Community.

2.11 **Trash**. No garbage, trash, rubbish, or other waste material shall be kept or permitted within the Community except in garbage cans, trash containers, dumpsters, or other waste receptacles provided for the use of all Owners. No odor shall emanate therefrom so as to be unreasonably unsanitary, unsightly, offensive or detrimental to the Owners. Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, or solvents, be disposed of in the dumpsters or anywhere else in the Community. Any and all costs incurred by the Association for the removal of combustible or toxic materials from the dumpsters shall be borne by the offending Owner at such Owner's sole cost and expense. Owners shall comply with the Rules regarding trash disposal and recycling. Furniture or other large items shall not be placed in the dumpsters or waste receptacles. The trash enclosures on the Property shall comply with Applicable Laws, including without limitation Buena Park Municipal Code Section 19.424.010.

2.12 **Antenna Restrictions**. No Owner shall install any antenna, satellite dish, or other over-the-air receiving device ("**Antenna**"): (a) on any real property which such Owner is not entitled to exclusively use or control, as provided in Title 47 U.S.C. §§ 1, *et seq*., 47 CFR § 1.4000 and any other Applicable Laws promulgated thereunder (collectively "**Antenna Laws**"); (b) in a particular location if, in the Board's opinion,

the installation, location or maintenance of such Antenna unreasonably affects the safety of any Person, or for any other safety-related reason established by the Board; or (c) that is of a size larger than is permitted under the Antenna Laws. If an Owner is entitled to install an Antenna under the foregoing requirements, such Owner shall provide the Board with written notice that such Owner intends to install the Antenna and provide evidence of compliance with the foregoing requirements. If an Owner desires to install an Antenna, other than as described above, such Owner may do so only upon the prior approval of the Board pursuant to **Article 8** (Design Review). The Association shall not impose or enforce any restrictions upon Antennae that are inconsistent with the Antenna Laws. Notwithstanding any provision hereof, this Section shall be interpreted to comply with state and federal laws applicable to Antennas in effect at the time of enforcement of this Section. In that regard, this Section shall not be interpreted or enforced in a manner which would: (i) unreasonably delay or prevent installation, maintenance or use of such authorized Antenna; (ii) unreasonably increase the cost of installation, maintenance or use; or (iii) preclude reception of an acceptable quality signal.

2.13 View Impairment. There is no representation that any view exists from any Unit. Each Owner, by accepting a deed to a Condominium, acknowledges that grading of, construction on or installation of Improvements, including landscaping, on other Condominium Buildings and/or Units and on surrounding real property may impair whatever view may exist from the Owner's Unit, and each Owner consents to such impairment and waives any claim for view impairment. Each Owner and the Association, by accepting a deed to a Unit or any Association Property, acknowledges that any construction or installation by Declarant, or by other Owners as provided in **Article 8** (Design Review), may impair the view of such Owner, and each Owner and the Association, on behalf of the Members, hereby consent to such view impairment and/or loss of privacy. By accepting a deed to a Unit, each Owner acknowledges that: (a) there are no protected views, and no Condominium is assured of the existence, quality or unobstructed continuation of any particular view, and Declarant makes no representation or warranty that there are now, or will be in the future, any such views or that any view will impact the value or desirability of any Condominium; (b) any view from the Condominium is not intended as part of the value of the Condominium and is not guaranteed; and (c) any future development, construction, landscaping, growth of trees, or other installation of Improvements by Declarant or other Owners or of properties surrounding the Community may impair the view from any Unit and/or may allow other persons to have a line of sight into Owner's Unit or Exclusive Use Easement Area, which may affect the use and enjoyment of the Owner's Condominium, including Owner's privacy. There are no express or implied easements appurtenant to any Unit for view purposes or for the passage of light and air over another Unit or any other property whatsoever.

2.14 Displaying the U.S. Flag. The Board shall comply with California Civil Code Section 4705, by allowing an Owner to display the flag of the United States, as defined by California Government Code Section 434.5(b) within such Owner's Unit or Exclusive Use Easement Area, in a location reasonably approved by the Board. For purposes of this Section, "Displaying the flag of the United States" means a flag of the United States made of fabric, cloth or paper displayed from a staff or pole or in a window and does not mean a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora, balloons or any other similar building, landscaping or decorative component.

2.15 Drainage. Declarant may have installed one or more below-ground drain lines, surface Improvements such as area drains, earthen or concrete drainage swales or catch basins (each, a "**Drainage Improvement**") in or on the Exclusive Use Easement Area and/or Association Property. Drainage Improvements are intended to collect and transport surface waters from each Exclusive Use Easement Area and from elsewhere in the Property to proper points of disposal. No Person may block or interfere with the proper function or maintenance of the Drainage Improvements within the Community.

2.15.1 Established Drainage. There shall be no interference with or obstruction of the established surface drainage pattern(s) over any Exclusive Use Easement Area or in the Property, unless an adequate alternative provision is made for proper drainage, consistent with all Applicable Laws. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time of the first conveyance to a First Owner, or as shown on any plan approved by the Board. Established drainage includes drainage from and to an Exclusive Use Easement Area and/or Association Property and to and from property lying outside or within the Property.

2.15.2 Control of Surface Waters. Owners must use adequate drainage and irrigation control. The installation or modification of landscaping and the construction or modification of Improvements by Owners must not cause the ponding of water. Owner-installed drainage devices, including, but not limited to, concrete ditches, area drain lines and gutters, should be carefully designed and installed with professional assistance and then maintained in an unobstructed condition. All Owner-installed landscape irrigation systems should be designed, constructed, and operated to prevent excessive saturation of soils. All Owner-installed landscaping (if any) must be designed to ensure that water drains away from the Residence footings and other Improvements. Obstructions such as walls should not be constructed across swales unless adequate replacement Drainage Improvements have been installed or created. Planters should be lined with an impervious surface and should contain outlets to drain excess water. Owners shall maintain and keep clear of debris any drainage facility or device constructed by Declarant.

2.15.3 Maintenance of Drainage Improvements. Each Owner must maintain, and keep free of debris and obstructions, all Drainage Improvements located on or under the Owner's Exclusive Use Easement Area, except those located within or otherwise designated as an Association Maintenance Area. To ensure adequate drainage within the Property, it is essential that the Drainage Improvements not be modified, removed or blocked without having first made alternative drainage arrangements. Therefore, no Owner may install, alter, modify, remove or replace any Drainage Improvements without first making alternative drainage arrangements approved in writing by the Board and by all applicable Governmental Entities. Owner-installed irrigation systems must be installed and maintained to prevent excess runoff and accumulation of surface water.

2.15.4 Indemnity. Any Owner and the Association who violates the restrictions in this Declaration relating to drainage shall indemnify, protect, defend and hold each other Owner, Declarant and AG free and harmless from any and all liabilities, actions, penalties and damages arising from or attributable to any such violation.

2.16 Storm Water Pollution and Best Management Practices. Each Owner and the Association acknowledge that water that enters a storm drain flows to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollutant Discharge Elimination System, the Federal Clean Water Act, and the policies and ordinances of the City prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, paints and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. The disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and Owners and the Association may be responsible for any activities by their respective contractors (e.g., painters, etc.) who dispose of such pollutants within the Community into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all requirements of Governmental Entities.

2.16.1 Best Management Practices. To comply with the requirements of Governmental Entities and the Storm Water Agreement in connection with the storm water pollution prevention Best Management Practices, each Owner and the Association agree that they will, at all times, maintain all Improvements located within a Unit, or in the case of the Association, within the Association Property and the Association Maintenance Areas, in a clean, safe and attractive condition, free and clear of any and all debris and in accordance with the Storm Water Agreement and any agreements that are recorded or may be recorded against the Community. All landscaping within an Exclusive Use Easement Area shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that Declarant has installed any erosion protection devices (e.g., sandbags) an Owner shall not remove such devices unless and until all landscaping has been installed, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within an Owner's Unit shall be covered and closed at all times except when disposing of trash. The Association and the Owners shall comply with the Storm Water Agreement and all applicable Best Management

Practices and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as a Common Expense. All Owners and the Association are required to comply with such restrictions and Best Management Practices. "**Best Management Practices**" means all best management practices imposed from time to time by Applicable Laws or Governmental Entities, including without limitation, pollution control practices or devices, erosion control to prevent silt runoff during construction, general housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants to storm water, receiving water or storm water conveyance system to the maximum extent practicable. Owners are encouraged to consult with the Governmental Entities concerning the proper disposal of any toxic or Hazardous Materials.

2.16.2 **Landscaping of Units and Pollution Prevention**. Each Owner of a Unit shall, at the Owner's sole expense, comply with the following:

(a) Maintain the temporary Best Management Practices ("**BMPs**") on such Owner's Unit until the yard and landscaping are stabilized. BMPs include processes, measures, applications of sediment and erosions controls and good housekeeping measures to minimize the discharge of pollutants.

(b) Install landscaping in the Owner's Exclusive Use Yard Area within one hundred eighty (180) days from the close of escrow of the Owner's Unit unless such landscaping is installed by Declarant.

(c) Stabilization of the Exclusive Use Yard Areas must be completed by each Owner within one (1) year from close of escrow of such Owner's Unit. To achieve stabilization in non-desert areas, there must be a permanent evenly established vegetative cover over seventy (70) percent of disturbed or exposed non-paved or non-concrete surfaces. To achieve stabilization in desert areas, there must be an established vegetative cover that is seventy (70) percent of natural background vegetation.

(d) Minimize (reduce or eliminate) the discharge of pet waste, dirt, soil, trash, litter, fertilizer, concrete, paint and paint washout, chlorine, gasoline, diesel fuel, oil and any other deleterious, hazardous, or toxic materials/chemicals from the Owner's Unit.

2.16.3 **General Permit, SWPPP and BMPs**.

(a) Declarant is developing the Community in accordance with the requirements of the California State Water Resources Control Board's National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities ("**GP**") and the Community's Storm Water Pollution Prevention Plan ("**SWPPP**"). The GP and SWPPP impose requirements for the design, implementation and maintenance of BMPs to minimize the discharge of pollutants that may be mixed with stormwater and/or non-storm water discharges (i.e., irrigation or concrete/pavement wash waters) that discharge directly offsite or into a storm drain system during construction. Owners will be subject to this Declaration and certain terms and conditions of the GP and SWPPP outlined in Section **2.16.2** (Landscaping of Units and Pollution Prevention). All activities undertaken by an Owner or an Owner's agents, employees, sub-contractors or representatives with respect to such Owner's Unit must comply with Section **2.16.2** (Landscaping of Units and Pollution Prevention).

(b) The requirements of the GP and SWPPP include, but are not limited to, minimize run-off of dirt, soil, sand, sediment, oil, gasoline or other hydrocarbons, paint, fertilizers, pool chemicals and other household chemicals offsite or into the storm drains located in the Community. For example, Owners must maintain temporary sediment controls such as sandbags or straw wattles around the perimeter of disturbed areas (bare soil or dirt) and erosion controls (i.e. mulch, straw, or other cover) covering the disturbed/bare dirt areas until the installation of landscaping and hardscaping begins. Each Owner must maintain appropriate controls during landscaping and hardscaping and the discharge of pollutants into the storm drain or offsite areas to minimize stormwater and non-stormwater run-off and the

discharge of pollutants into the storm drain or offsite areas. Also, when fertilizing or landscaping, Owners must take measures to prevent the over-watering of the landscaping to ensure that fertilizer and other lawn chemicals do not run into the storm drains or offsite areas. Each Owner must implement good housekeeping measures such as managing pet wastes and the storage and proper disposal of landscaping or hardscaping materials and wastes and other construction related products during their construction. Each Owner is affirmatively obligated to take immediate corrective action whenever there is a violation of the conditions outlined in **Section 2.16.2** (Landscaping of Units and Pollution Prevention) as to such Owner's Unit. Significant fines and penalties may be imposed by regulatory agencies or as contained in this Declaration against Owners for violation of requirements contained in this Declaration and/or any stormwater discharge regulations. For more specific information and literature on the GP and local stormwater discharge regulations, Owners should contact their City or County offices.

2.16.4 Liability to Declarant. So long as Declarant or AG owns any portion of the Property or Annexable Property, if an Owner or the Association is not in compliance with the provisions of this Section and, as a result, Declarant and/or AG may incur any liability, Declarant and AG shall have the right but not the obligation to enter upon the Association Property and the Unit to correct such violation. Any Owner who violates the requirements of this Section, and the Association, to the extent the Association violates the requirements of this Section, shall indemnify, protect, defend and hold Declarant and AG and their respective officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall, within fifteen (15) days after request from either Declarant or AG, reimburse Declarant and AG for any costs and expenses incurred by Declarant and AG in correcting any violation of this Section by the Owner or the Association.

2.17 Solar Energy Systems on Condominium Buildings. The Solar Energy Systems installed as a part of the original construction of the Condominium Buildings, and any successor or replacement Solar Energy Systems that may be installed on the Condominium Buildings are subject to the provisions in this **Section 2.17** (Solar Energy Systems on Condominium Buildings). The Solar Energy Systems installed as a part of the original construction of the Condominium Buildings will either be owned by an Owner or the Owner will lease the Solar Energy System or purchase the power generated by the Solar Energy System from the owner of the Solar Energy System ("**Solar Company**"). Inverters may be installed and maintained on the Association Property rooftops of the Condominium Buildings (collectively, "**Roof**") and Owners shall have access to the inverters subject to the Solar Rules. As used herein "**Solar Rules**" means the rules adopted by the Board regulating Solar Energy Systems and Solar Use Areas that do not conflict with the terms, conditions and restrictions in this **Section 2.17** (Solar Energy Systems on Condominium Buildings) or California Civil Code sections 714, 714.1 and 4746 and any amendments or successors thereto (collectively, "**Solar Laws**"), and including rules regarding access to and use of any Association Property for placement of inverters, batteries, and conduits between inverters and the solar modular panels. The Solar Rules may add additional requirements or restrictions provided they do not materially alter the rights or duties of an Owner or Solar Company with respect to any Solar Energy System installed before the adoption of the additional requirements or restrictions.

2.17.1 Ownership of Solar Energy System. The Solar Energy System exclusively serving a Condominium is personal property owned by the Owner of such Condominium or, if applicable, the Solar Company. In the future, with the development of newer solar energy technologies, the components of the Solar Energy System described in this Declaration may change. The lease, power purchase agreement or other agreement between Owner and the Solar Company may provide that the Solar Company will perform certain of the Owner's duties under this **Section 2.17** (Solar Energy Systems on Condominium Buildings), including maintenance and repair of the Solar Energy System and maintaining insurance, provided that the Owner retains full responsibility and liability for any failure to properly perform these duties or otherwise adhere to the terms of this **Section 2.17** (Solar Energy Systems on Condominium Buildings).

2.17.2 Maintenance and Modification. The Owner shall be responsible for the maintenance and repair, including the cost of such maintenance and repair, of the Solar Energy System that serves the Owner's Condominium and/or any modifications thereto (including subsequent

installations). The Association shall cooperate in providing the Owner or its solar contractor access to the Roof to install, maintain, repair, remove or replace its Solar Energy System, including the inverter. Solar Energy Systems associated with a given Condominium may only be placed in the Solar Use Area appurtenant to such Condominium, subject to the right of the Association to expand any Solar Use Area to accommodate an Owner's desire to expand a Solar Energy System.

2.17.3 Limited Roof Space and Capacity. Notwithstanding **Section 2.17.2** (Maintenance and Modification), Owners are also advised that on account of the design of the Condominium Buildings (i) Roof space is extremely limited and may not be sufficient for the expansion of any Solar Energy System, and (b) not all areas of the Roof may support the weight of additional Solar Energy System installed in connection with the original construction of the Condominium Buildings. The Design Review Committee shall have the absolute right to specify equipment, designs and installation locations and techniques for compatibility with the design and load capacity of a particular building's Roof, and total roof area occupied by a proposed expanded system to protect the rights of the Association and the rights of the neighboring Owners in the same building.

2.17.4 No Absolute Right to Use Association Property. Owners are advised that Condominium ownership does not include ownership or control of any portion of the Roof or other areas of the Condominium Building, all of which areas are owned and maintained by the Association. Therefore, nothing in this **Section 2.17** (Solar Energy Systems on Condominium Buildings) creates an absolute right in any Owner to install or expand any Solar Energy system on any Roof. Therefore, the Association, through its Design Review Committee, has the right under California Civil Code Sections 714 and 714.1, as the same may be amended from time to time, to impose, as a condition of issuing any such approval, reasonable construction, maintenance, indemnity and reimbursement requirements on any installation affecting the Roof or any other portion of the Condominium Building and any other Association Property.

2.17.5 Impact of Neighboring Properties. Nothing in the law or the Governing Documents guarantees any Owner the absolute right to operate a solar energy system entirely free of interfering shade from pre-existing vegetation and structures on neighboring Association Property, or other property in the vicinity of the Community, and Declarant makes no warranty that any Solar Energy System will remain unaffected by shade caused by pre-existing vegetation or other Improvements, or the activities of neighboring Owners or the Association, including the growth of landscaping and the height of Improvements in the Community or public property.

2.17.6 Insurance. The Association will NOT maintain any insurance on the Solar Energy System, and it shall be responsibility of the Owner to maintain any insurance desired by Owner for the Solar Energy System on the Condominium Building.

2.18 Landscaping. Each Owner shall landscape the Exclusive Use Yard Area appurtenant to its Unit, if any, within six (6) months of the conveyance of the Condominium by Declarant to the Owner, pursuant to landscaping plans approved pursuant to **Article 8** (Design Review), unless a different time period is otherwise agreed to by the Board. Each Owner shall submit an application for landscaping in accordance with the requirements set forth in **Article 8** (Design Review) for landscaping the Exclusive Use Yard Area appurtenant to its Unit, if any, not landscaped by Declarant within thirty (30) days after the initial conveyance of the Residence to Owner from Declarant and each Owner shall, within one hundred eighty (180) days, after the initial conveyance of the Unit to Owner from Declarant, install the landscaping, unless a different time period is otherwise agreed to by the Board. During installation of landscaping improvements, landscaping and construction materials must be stored only upon the Owner's Exclusive Use Yard Area. Such materials must be properly contained to prevent spillover into the public streets or Private Streets. Spilled material must be swept and containerized. Spilled materials shall not be washed into the storm water curb drain inlets. Temporary erosion or sediment control devices may have been installed by Declarant during construction of the Community. Owners shall not remove any temporary erosion or sediment control devices installed by Declarant until Owner's Exclusive Use Yard Area is landscaped and the plantings are established. Owner is responsible for preventing sediment leaving Owner's Exclusive Use Yard Area. Each Owner shall be liable to Declarant for any damage resulting from failure to prevent sediment from leaving the Owner's Exclusive Use Yard Area and shall indemnify, protect,

defend and hold Declarant entirely free and harmless from any and all liabilities, actions, penalties and damages arising from or attributable to any such runoff.

2.19 Post Tension Slabs. The concrete slabs for the Condominium Buildings in the Community are reinforced with a grid of steel cables that were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "**Post Tension Slab**." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit and/or personal injury. By accepting a grant deed to a Condominium in the Community, each Owner specifically covenants and agrees that: (a) such Owner shall not cut into or otherwise tamper with the Post Tension Slab; (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the Post Tension Slab; (c) such Owner shall disclose the existence of the Post Tension Slab to any Occupant or subsequent purchaser of the Condominium; and (d) such Owner shall indemnify, protect, defend and hold Declarant and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including, without limitation, attorneys' fees) arising from any breach of this Section.

2.20 Water Meters. Each Owner, by acceptance of a deed, acknowledges that the public utility ("**Service Provider**") provides water and sewer service to the Community. In connection with the development of the Community, Declarant has installed several public water meters for the Community. Some of the meters will meter the water used for irrigation purposes associated with the irrigation of the Association Property and certain other portions of the Community which the Association is obligated to maintain. The other public water meters will be used to measure water usage of all the individual Condominiums situated within the Community. The Service Provider will prepare a bill based upon overall water usage through the Service Provider's water meters. The Association will be responsible for the payment of this bill to the Service Provider. Individual submeters will be installed on each Condominium that measure water usage for each of the individual Condominiums, and each Owner will be responsible for paying its share of such water bill in accordance with the procedures set forth below, which amount shall be considered the Utility Assessment for such Condominium.

2.20.2 Allocation of Water Bills. In order to calculate the share attributable to each Condominium for water, sewer and other charges imposed by the Service Provider, the Association shall have the right to enter into a contract with a water metering service company ("**Metering Company**"). The Metering Company will be responsible for (1) reading the individual submeters, (2) allocating the water, sewer and other charges imposed by the Service Provider to the individual Condominiums and (3) preparing the individual bills ("**Utility Assessments**") for delivery to each Owner. Additionally, the Metering Company will impose a service charge for its services which will be charged to each Owner with a submeter. Each Owner will be responsible for paying directly as a Utility Assessment to the Metering Company such Owner's share of water and other charges imposed by the Service Provider and the service charge to the Metering Company prior to the due date. The Metering Company will provide the Association with a statement of all Utility Assessments due by the Owners with submeters on a regular basis along with the Utility Assessments received by the Metering Company. If an Owner with a submeter fails to pay the Utility Assessments when due, such Owner will be responsible for any penalties or delinquent amounts levied by the Service Provider and the Metering Company. If, in the future, there are no companies which can provide the water metering service, then it will be the responsibility and obligation of the Association to allocate costs for water and sewer usage and the other charges levied by the City to the Owners.

2.20.3 Failure to Pay. If an Owner with a submeter fails to pay the Utility Assessments when due ("**Defaulting Owner**"), the Defaulting Owner will be responsible for any penalties or delinquent amounts levied by the Service Provider, the Metering Company, and/or the Association. If the Defaulting Owner fails to pay the Utility Assessments, including any penalties or delinquent amounts, the Association may pursue remedies for failure to pay Assessments as provided under this Declaration, including the filing of liens and foreclosure.

2.21 Notice of Airport in the Vicinity. The Property is located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the Property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example, noise,

vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. Each Owner should consider what airport annoyances, if any, are associated with the Property before such Owner completes his or her purchase and determine whether such annoyance is acceptable to such Owner.

2.22 Nuisances. No noxious or offensive activities shall be conducted within the Community. Nothing shall be done on or within the Community that may be or may become a nuisance to the residents of the Community, or that in any way interferes or may interfere with the quiet enjoyment of Occupants of Units. Unless otherwise permitted by the Rules, no Owner shall serve food or beverages, cook, barbecue, or engage in similar activities, except within such Owner's Unit or areas permitted for such purposes within the Association Property, if any.

2.23 Compliance With Laws, Etc. Nothing shall be done or kept in any Unit or in the Association Property that might increase the rate of, or cause the cancellation of, insurance for the Community, or any portion of the Community. No activities shall be conducted on any portion of the Property and no Improvements shall be constructed within the Community that are unsafe or hazardous to any person or property. No Owner or the Association shall permit anything to be done or kept in the Community that violates Applicable Laws, including any Applicable Laws pertaining to the use or storage of any Hazardous Materials. The Association and each Owner shall comply with all Applicable Laws and all applicable requirements of the Community Entitlements.

2.24 Declarant Exemption. The restrictions set forth in this Article shall not apply to Declarant so long as: (a) Declarant owns any portion of the Property or the Annexable Property; or (b) Declarant is exercising any of its rights under **Article 9** (Development Rights) or any other rights or powers or easements reserved to Declarant under this Declaration.

ARTICLE 3
OWNERSHIP AND EASEMENTS

3.1 Ownership of Condominium. Ownership of each Condominium within the Community shall include: (a) fee title to a Unit; (b) an undivided interest in the Common Area located within the Module in which the Unit is situated, as shown on the Condominium Plan and the deed to the Condominium; (c) a membership in the Association; and (d) subject to the terms of the Governing Documents, any exclusive or non-exclusive easement or easements appurtenant to such Condominium over the Association Property as described in this Declaration, the Condominium Plan, and the deed to the Condominium, subject to any limitation set forth in the Governing Documents.

3.2 Title to Association Property. Any portions of the Property within a Phase made subject to this Declaration that are intended or required to be Association Property shall be conveyed to the Association prior to the conveyance of the first Condominium in that Phase to a First Owner.

3.3 Commencement of Easements. Each of the easements reserved or granted under this Declaration shall be deemed to be established upon the recordation of this Declaration and the conveyance by Declarant of a Condominium to a First Owner and shall thereafter be deemed to be covenants running with the land for the use and benefit of the Owners, the Condominiums, the Association, and the Association Property superior to all other encumbrances applied against or in favor of any portion of the Community.

3.4 Access, Use and Maintenance Easements.

3.4.1 Easements Over Association Property. Declarant hereby reserves to itself and grants to each Owner, for such Owner's benefit and the benefit of such Owner's Invitees, a non-exclusive easement for ingress, egress and use of the Association Property, subject to the terms of the Community Entitlements and Governing Documents; provided, however, that Owners and Invitees shall not have an easement over any areas restricted from access by the Association or restricted under the Community Entitlements.

3.4.2 Easements Over Association Maintenance Areas. Declarant hereby reserves to itself and grants to the Association, non-exclusive easements over, upon, through and across the Property, including, without limitation, any Association Maintenance Areas, for performing its duties and obligations and exercising its powers described in the Governing Documents.

3.4.3 Private Streets. Declarant hereby reserves for its benefit and the benefit of its Invitees, together with the right to grant and transfer the same and grants to AG, each Owner and the Association, for their benefit and the benefit of their Invitees, as applicable, a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Private Streets which may from time to time be included in the Property, except any areas where parking spaces are located or access is otherwise restricted; provided, however, in the event such Private Streets are included in a Special Benefit Area, Declarant shall have the right to restrict access over such Private Streets to the Owners within such Special Benefit Area or within the jurisdiction of such Association. The Governing Documents may impose additional restrictions on access on such Private Streets and such Private Streets may also be subject to restrictions on access imposed by the Association in connection with the performance of their respective Maintenance Obligations and other obligations hereunder and imposed by the Governing Documents.

3.4.4 Enforcement Easements. Declarant hereby reserves to itself and grants to the Association, non-exclusive easements and right of access over, upon, across and through all portions of the Property, for the purpose of taking such action as may be reasonably required to exercise the remedies of Declarant or the Association (as applicable) in regard to any violation of this Declaration or any of the other Governing Documents.

3.4.5 Easements for HVAC Equipment. Declarant hereby reserves and grants to each Owner, for such Owner's benefit and the benefit of such Owner's Invitees, an easement for placement, access, maintenance and repair of such Owner's HVAC condenser within the Association Property in the location originally installed by Declarant.

3.4.6 Exclusive Use Easements. Declarant hereby reserves and grants to each Owner an exclusive easement to use each portion of the Association Property (if any) that are described in the Condominium Plan or the deed to the Owner's Condominium as being an Exclusive Use Easement Area, which is appurtenant to such Condominium for the purposes described in the Condominium Plan or the deed.

3.4.7 Solar Energy Systems. Declarant hereby reserves to itself and grants to each Owner of a Condominium, a non-exclusive easement over, under, through and across the Association Property portion of the Condominium Building in which such Unit is located and the Solar Use Area for such Condominium, for installation, operation, maintenance, improvement and removal of Solar Energy Systems, and access necessary for such purposes. Each Solar Use Area is for the benefit of the Unit whether the Solar Energy System components installed therein are owned by the Unit Owner or owned by a third party. The foregoing easement shall be subject to the right of the Association and its representatives to enter the Solar Use Area to carry out Association maintenance of the Condominium Building including its Roof, and to exercise other rights and obligations as further described in the Governing Documents.

3.5 Encroachment Easements. Declarant hereby reserves to itself and grants to each Owner and to the Association non-exclusive easements over, under, across and through the Property, for encroachment, support, maintenance, repair, occupancy and use of such portions of the Units and/or Association Property as are encroached upon, used or occupied as a result of any original construction design, accretion, erosion, addition, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any building, structure, or other improvements or any portion thereof, or any other cause. In the event any portion of the Property is partially or totally destroyed, the encroachment easement shall exist for any replacement structure that is rebuilt pursuant to the original construction design. The easement for the maintenance of the encroaching improvement shall exist for as long as the encroachments exists; provided, however, that no valid easement of encroachment shall be created due to the willful misconduct of the Association or any Owner. Any easement of encroachment may, but need not be, cured by repair and restoration of the structure.

3.5.1 Structural Support. Declarant hereby reserves to itself and grants to each Owner and to the Association, non-exclusive easements and rights in and to all supporting components within and upon the Condominium Buildings and other portions of the Community, for structural support of the Improvements situated therein. Such non-exclusive easements shall not be deemed to create any rights for Owners to attach Improvements to the exterior of the Condominium Buildings.

3.6 Drainage and Utility Easements.

3.6.1 Easements for Drainage and Runoff. Declarant hereby reserves to itself and grants to each Owner and to the Association, non-exclusive easements for drainage through the established system of drainage pipes and facilities over, through, under and across the Units and the Association Property. Such easements shall be subject to the restrictions set forth in **Section 2.15** (Drainage).

3.6.2 Utilities. Declarant hereby reserves to itself and grants to the Association, non-exclusive easements over, under, across and through the Property for the maintenance, repair and replacement of the Utility Facilities serving the Association Property or Association Maintenance Areas pursuant to this Declaration. Declarant hereby grants to each Owner, non-exclusive easements over, under, across and through the Property for the use, maintenance, repair and replacement of the Utility Facilities exclusively servicing such Owner's Unit pursuant to this Declaration.

3.7 Declarant's Easements and Rights.

3.7.1 Maintenance and Repair. Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property for access by Declarant, its agents, employees and contractors to perform necessary maintenance or repair of any Improvements or to implement any warranty provided by Declarant. Such right includes the right of Declarant to enter upon the Property to perform any work required to be performed pursuant to any of the Community Entitlements, or to cure any failure of the Association to perform any work required as a condition to the release of any bonds or other security posted with Governmental Entities or any other obligee and to perform its obligations under any warranties provided by Declarant to an Owner and/or to exercise any repair rights granted to Declarant under this Declaration, any warranties or Applicable Laws; provided, however, that nothing contained herein shall be deemed to impose any obligations on Declarant to cure any failure of the Association to perform its Maintenance Obligations.

3.7.2 Inspection and Repair. Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property for access by Declarant, its agents, employees and contractors to inspect the Association Property and Association Maintenance Areas on an periodic basis to determine whether any repair to or routine maintenance of any Improvements within the Association Property or Association Maintenance Areas is needed in accordance with **Section 7.6** (Inspection of the Community) and to perform any necessary repair or maintenance of any Improvements within the Association Property or Association Maintenance Areas; provided that nothing herein shall create an obligation on Declarant to inspect the Association Property or Association Maintenance Areas, to repair or maintain any portion thereof or any Improvements there within, or to cure any failure of the Association to perform its Maintenance Obligations.

3.7.3 Easements to Exercise Rights. Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property to perform its duties and exercise its powers granted or reserved in this Declaration.

3.7.4 Development Easements. Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property as is reasonable and necessary to undertake and complete the work of development, construction, marketing, conveyance and/or repair and replacement of the Improvements and as may be necessary to access the Annexable Property until all of such Annexable Property is annexed to the Property and made subject to this Declaration.

3.7.5 Additional Improvements and Utility Facilities. Declarant hereby reserves to itself non-exclusive easements over, under, through and across the Property, for the purpose of installing, operating and maintaining landscaping, sidewalks, walkways, drainage areas, lighting, signage, monumentation, Utility Facilities, and other facilities and Improvements within the Property, as may be deemed appropriate by Declarant and/or required by the Community Entitlements, Governmental Entities or in connection with the issuance of any permits or approvals for the benefit of Declarant or as may be required in connection with the development of the Property. In addition, Declarant hereby reserves to itself non-exclusive easements over, upon and across all Association Property for purposes of such access as may be reasonably required in connection with such activities.

3.7.6 Parking Rights for Marketing. Until Declarant no longer owns any portion of the Property and Annexable Property, Declarant shall have the sole right to exclusively utilize the parking spaces located in the vicinity of the model homes for sales, marketing, construction and customer service purposes. In connection with such rights, Declarant shall have the right to tow any vehicles which park within any space which is designated for model home and sales use by Declarant.

3.8 Limitations on Easements. The easement rights, and the reservations of the right and authority to grant easements described in the foregoing provisions of this Article and elsewhere in this Declaration, shall be subject to the limitations set forth below.

3.8.1 Easements of Record. The Property and all of the easements granted or reserved herein are subject to all covenants, conditions, restrictions, encumbrances, easements, dedications, and rights of way as set forth in Supplementary Declarations, as well as the Map and any other matters of record, including, without limitation, the Community Entitlements and any agreements recorded against the Property. Nothing in this Declaration shall be deemed to limit the right of Declarant, or (with the prior consent of Declarant) the Association, to grant or reserve any additional easements over any portion of the Property to such grantees and for such purposes as Declarant, or the Association may deem appropriate, provided that any such easements shall not be inconsistent with the easement rights granted in this Declaration by Declarant to memorialize the easements and other rights reserved to Declarant under this Declaration.

3.8.2 Governing Documents. All of the easements and other rights reserved and granted in this Declaration are subject to the limitations, restrictions and easements set forth in the Governing Documents.

3.8.3 Restricted Access. Subject to the Governing Documents and the rights specifically reserved by Declarant, the Association shall have the right to: (a) limit and restrict the use of any recreational facilities located within the Association Property and portions thereof, during specific times or on specific dates for events or promotional activities and other purposes, and to prohibit all use and access to portions of the Association Property as otherwise deemed necessary by the Association for health, safety, welfare, privacy or security purposes; (b) limit or permit usage of Association Property by Persons as the Association deems appropriate; and (c) limit the number of Persons using the Association Property. The Association and Declarant shall have the right to temporarily close or restrict access to the Association Property or Association Maintenance Areas as may be reasonably necessary in connection with the exercise of any Maintenance Obligations or in the event of an Emergency or to exercise any other rights reserved or granted by Declarant or the Association hereunder.

3.8.4 Suspend Rights to Use Association Property. All of the easements are subject to the right of the Association, after Notice and Hearing, to temporarily suspend an Owner's rights as a Member to use the facilities within the Association Property for a period not to exceed sixty (60) days (unless such rights are suspended for failure to pay assessments) pursuant to the terms of the Governing Documents. Notwithstanding anything to the contrary contained herein, in no event shall the Association suspend an Owner's easement or right of ingress and egress to and from such Owner's Unit, or such Owner's easements for utilities servicing such Owner's Unit.

3.8.5 Easements and Dedication. The Association shall have the right without the consent of the Owners to dedicate, transfer or grant easements over all or any part of the Association Property or any interest therein to Governmental Entities or other Person, which dedication, transfer or easements shall be subject to the provisions of this Declaration and such other conditions as the Association deems proper.

3.9 Rights of Invitees and Occupants. Notwithstanding any other provisions of this Declaration or the Governing Documents, nothing contained in this Article is intended to grant any third party beneficiary rights or any other rights to an Invitee and Occupant. No Invitee or Occupant shall have any rights under this Article independent of the rights granted to the Association and the Owners under this Declaration.

3.10 Assignment of Easements. Any of the easements hereunder reserved by Declarant may be assigned or transferred by Declarant to any Person, without the consent of any Owners or the Association.

3.11 Duration of Easements. Except for the rights of Declarant, the easement rights granted under this Declaration shall be for a term and duration coextensive with the Owner's title or interest in and to a Condominium. Upon conveyance of a Condominium, such rights shall pass to the successor Owner(s) of the Condominium being conveyed. All of the rights reserved to Declarant shall continue so long as Declarant owns any portion of the Property or Annexable Property.

3.12 Light, Air and View. No Owner shall have an easement for light, air or view over the Condominium of another Owner or the Association Property, and no diminution of light, air or view by any Improvement now existing or hereafter erected shall entitle an Owner or any Invitee to claim any easement for light, air or view within the Community.

3.13 No Separate Conveyance. The interest of each Owner in the use and benefit of the Association Property and all other easements reserved and granted hereunder to each Owner shall be appurtenant to the Condominium owned by the Owner. No Condominium shall be conveyed by the Owner separately from the right to use the portions of the Association Property that are open for access by the Owners and their Invitees in accordance with the Governing Documents. Any conveyance of any Condominium shall automatically transfer the interest in the Owner's right to use the Association Property as provided in this Declaration and the Governing Documents without the necessity of express reference in the instrument of conveyance.

3.14 Delegation of Use. Any Owner entitled to the right of use of the Association Property to the extent provided in this Declaration or the other Governing Documents may delegate such Owner's rights to the Occupants who reside in such Owner's Condominium, subject to reasonable regulation by the Association and the Governing Documents. An Owner who has made such a delegation of rights in connection with the lease of their entire Condominium shall not be entitled to use of the Association Property for so long as such delegation remains in effect, other than such access rights as are directly related to the Owner's rights and duties as landlord.

ARTICLE 4
THE ASSOCIATION

4.1 The Organization. The Association is a nonprofit mutual benefit corporation formed under the nonprofit mutual benefit laws of the State of California. On the conveyance of the first Condominium to a First Owner, the Association shall be charged with the duties and given the powers set forth in the Governing Documents.

4.2 Association Action; Board and Officers; Members' Approval. Except as to matters requiring the approval of Members as set forth in the Governing Documents, the affairs of the Association shall be conducted by the Board and officers as the Board may elect or appoint. Such election or

appointment shall be in accordance with the Governing Documents. Except as otherwise provided in Governing Documents, all matters requiring the approval of Members shall be deemed approved if: (a) Members holding a majority of the total Voting Power consent to them in writing as provided in the Bylaws; (b) such matters are approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws; or (c) in certain situations set forth in **Section 4.4** (Duties of the Association), such matters as are approved in accordance with the procedures set forth in **Section 4.4** (Duties of the Association).

4.3 Powers of the Association. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California subject only to such limitations on the exercise of such powers as are set forth in the Governing Documents. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under the Governing Documents including, without limitation, the powers set forth below.

4.3.1 Performance of Duties; Commencement of Association's Duties and Powers. The Association shall have the power to undertake all of the express duties required to be performed by the Association. Unless otherwise specified in a Supplementary Declaration, the duties, rights and powers of the Association as described in this Declaration shall commence from and after the date of the conveyance of fee ownership of any portion of the Property from Declarant to a First Owner, or such earlier date that Declarant may elect, and the Association shall thereupon assume all such duties and such rights and powers.

4.3.2 Assessments. The Association shall have the power to establish, fix, and levy Assessments against the Owners and to enforce payment of such Assessments, in accordance with the provisions of the Governing Documents.

4.3.3 Right of Enforcement. The Association shall have the power to: (a) take disciplinary action and/or assess monetary fines against an Owner for violation of the Governing Documents by such Owner or their Invitees; (b) commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of the Governing Documents; (c) after Notice and Hearing, suspend the rights to use any portion of the Association Property or membership rights or privileges (other than voting rights); and/or (d) enforce by mandatory injunction, or otherwise, any resolutions of the Board or any provision of the Governing Documents. In addition, the Association can temporarily suspend the membership rights and privileges and/or can assess monetary fines against any Owner or other person entitled to exercise such rights or privileges for any violation of the Governing Documents or Board resolutions, in accordance with the procedures set forth in this Declaration and in the Bylaws; provided, however, that unless such suspension is due to a failure to pay Assessments pursuant to **Article 6** (Assessments), such suspension shall not last longer than sixty (60) days. In no event shall the Association (i) suspend an Owner's right and easement of access for ingress and egress over the Association Property to the extent necessary to provide access and utility service to the Unit; or (ii) suspend an Owner's voting rights as a Member for so long as such Owner is a Member.

4.3.4 Right of Entry. The Association or any authorized representative thereof shall have the right, upon forty-eight (48) hours' prior notice and during reasonable hours, to enter in or on any Exclusive Use Easement Area or the interior of any Unit for the purpose of: (a) construction, maintenance or repair; (b) enforcing the provisions of the Governing Documents or to perform its obligations under the Governing Documents to cure any default by an Owner; or (c) inspecting, maintaining and repairing the Improvements, if any, located within said Unit or Exclusive Use Easement Area which are required to be maintained by the Association as provided in this Declaration. Notwithstanding the foregoing, in the event that there is an Emergency, the agents and representatives of the Board may enter such Unit or Exclusive Use Easement Area immediately and without notice for the sole purpose of taking such action as is necessary under the circumstances. Any damage caused by entry by the Association pursuant to the provisions of this Section shall be repaired by the Association. Such Persons shall not be deemed guilty of trespass by reason of such entry.

4.3.5 Delegation of Rights of Use. Subject to the Governing Documents, the Association shall have the power to exclusively use or to allow the Owners or Occupants the exclusive use on a temporary basis of portions of the Association Property for events and functions, on terms and conditions that the Board deems appropriate, including charging such Owners or Occupants for such use provided that if Declarant owns any portion of the Property or Annexable Property, the prior consent of Declarant shall be obtained.

4.3.6 Delegation of Powers; Professional Management. The Association shall have the power to delegate its powers, duties, and responsibilities to committees or employees, including a professional managing agent, subject to the requirements of **Section 4.5.2** (Property Manager).

4.3.7 Easements and Rights of Way. The Association shall have the power to exercise any of the easements and other rights granted to the Association under **Article 3** (Ownership and Easements). Declarant or the Association may grant and convey to any third party non-exclusive easements and licenses for use and rights of way over, through, under and across any Association Property in accordance with the provisions of this Declaration, so long as such easements do not materially and adversely interfere with the Owners' rights set forth in this Declaration. The affirmative vote of majority of Members shall be required before the Board may grant exclusive use of any portion of the Association Property to any Member unless the grant of exclusive use is one of the exceptions to Member approval requirements listed in California Civil Code Section 4600.

4.3.8 Capital Improvements. Subject to the terms of this Declaration, the Association shall have the power to approve the construction, installation or acquisition of a particular capital improvement to the Association Property or Association Maintenance Areas.

4.3.9 Acquire Property. The Association shall have the power to acquire and hold real and personal property as may be necessary or convenient for (i) the management or operation of the Association Property or Association Maintenance Areas, (ii) the administration of the affairs of the Association or (iii) the benefit of the Owners. The Association may dispose of the same by sale or otherwise.

4.3.10 Restrict Access. The Association shall have the power to restrict access on or to any portion of the Association Property and Association Maintenance Areas for purposes of facilitating construction or making repairs of Improvements by the Association on such terms as the Association may deem reasonably appropriate. Any such restriction shall reasonably minimize any impact on access to and from any neighboring areas.

4.3.11 Enter Into Agreements and Contracts. The Association shall have the power to enter into maintenance, cost sharing and/or easement agreements with owners of property adjacent or in the vicinity of the Property (including, without limitation, Governmental Entities) or any owners associations. Unless otherwise specified in the agreement or a Supplementary Declaration, any agreements entered into by Declarant with Governmental Entities relating to the Property shall be binding on the Association. Notwithstanding any other provisions of this Declaration regarding the term of contracts with Declarant for providing services to the Association, the Association shall have the power to enter into maintenance, use, subsidy or similar agreements with Declarant. The Association shall have the power to contract for goods and services for the benefit of the Association Property and the Community that are necessary for the Association to perform its duties and obligations under the Governing Documents and/or as may be required by Governmental Entities, including engaging legal, management and accounting services. To the extent any such goods and services are provided solely to a Special Benefit Area, the Association may assess such costs solely to the Special Benefit Area.

4.3.12 Borrow Funds. The Association shall have the power to borrow money to improve, repair or maintain the Association Property or Association Maintenance Areas and to hypothecate any or all real or personal property owned by the Association, including pledging as collateral the assessment liens levied thereon provided that: (a) the borrowing of any money or hypothecation of any real or personal property in excess of five percent (5%) of the budgeted gross expenses of the Association shall require the approval by written ballot of at least sixty-seven percent (67%) of each class of Members; and

(b) the lender's rights of default for any loan obtained pursuant to this Section are limited to, after taking possession of any Association Property, charging reasonable admission and fees, and, upon satisfaction of the debt, such Association Property shall be returned to the Association. Notwithstanding the foregoing, in no event may the Association borrow money to fund any litigation by the Association relating to the Community or the Improvements unless the consent of a majority of each class of Members is obtained.

4.3.13 Rights Regarding Title Policies. If any title claims regarding the Association Property are made by any third party, the Association shall have the power to pursue such claims on any title insurance policy held by the Owners or the Association, and each Owner hereby delegates, on a non-exclusive basis, and assigns to the Association any rights he or she may have under his or her title insurance policies to the extent that the title claim relates to the Association Property.

4.3.14 Rules. The Board, by majority vote, shall have the power to adopt the Rules. The Board shall further have the power to amend the Rules as it deems appropriate relating to the use and operation of the Community. Notwithstanding any provision of this Declaration to the contrary and to the extent California Civil Code Section 4340, *et seq*. is applicable to the Rules, any rule which is considered to be an operating rule under California Civil Code Section 4340, *et seq*. may not be adopted, changed or amended except by and pursuant to the procedures set forth in California Civil Code Section 4340, *et seq*.

4.3.15 Control Parking. Subject to the provisions of this Declaration, the Association shall have the right to control parking within the Community and to promulgate rules and regulations to control parking in a manner consistent with this Declaration. The Board shall determine, in its sole discretion, whether there is a violation of the parking and vehicular restrictions set forth in this Declaration or established by the Board, and, if such noncompliance is determined by the Board to exist, the Board shall have the power to enforce all parking and vehicle use regulations applicable to the Community, including the power to remove violating vehicles from the Community pursuant to California Vehicle Code Section 22658.2 or other Applicable Laws.

4.3.16 Assignment of Maintenance Responsibilities. The Association shall have the power to relinquish or assign its maintenance responsibilities to Governmental Entities, including, without limitation, maintenance or assessment districts, utility companies and/or water, sewer or school districts, provided that such Governmental Entities shall have accepted such maintenance responsibility of the Association; provided, however, that so long as AG owns any portion of the Property or Annexable Property, any such assignment must be approved in writing by AG.

4.3.17 Special Benefit Areas. Declarant, with the consent of AG, so long as AG owns any portion of the Property or Annexable Property and the Association, with the consent of Declarant and AG, so long as Declarant or AG, as applicable, owns any portion of the Property or Annexable Property, shall have the power to form and administer Special Benefit Areas in accordance with the terms and provisions of the Governing Documents. In connection with the administration of a Special Benefit Area, the Association shall have the power to establish advisory committees for any Special Benefit Area, comprised of Owners whose Condominiums are within the applicable Special Benefit Area. Such advisory committees may propose special rules and regulations with respect to Special Benefit Areas which may be adopted by the Association.

4.4 Duties of the Association. In addition to the powers described above, and without limiting their generality, the Association has the power and the obligation to perform duties set forth in this Declaration and the other Governing Documents, subject to and in accordance with the Governing Documents, the Community Entitlements and Applicable Laws.

4.4.1 Applicable Laws, Community Entitlements and Governing Documents. The Association shall comply with all Applicable Laws and the Community Entitlements and the Storm Water Agreement. The Association shall perform all duties that may be imposed on the Association in the Governing Documents.

4.4.2 **Acceptance of Property**. The nature, design, quality and quantity of all Improvements to the Association Property and Association Maintenance Areas shall be determined by Declarant, in its sole discretion. The Association shall accept any Association Property and Association Maintenance Areas and Improvements situated thereon and any maintenance or other easements conveyed by Declarant and/or created under this Declaration and shall maintain, repair, replace, operate, and otherwise manage all of the Improvements and facilities required to be maintained by the Association, and all personal property acquired by the Association in accordance with the terms and provisions of the Governing Documents and the Community Entitlements. The Board shall periodically review the nature and scope of the operations of the Association to assure such operations are in satisfactory compliance with the requirements of the Governing Documents and the Association Maintenance Manual. The Association shall comply with the requirements of any agreements entered into between Declarant and Governmental Entities pertaining to the Association Property and Association Maintenance Areas. In the event that a dispute arises between Declarant and the Association with respect to the nature, design, quality or quantity of such Improvements, or the acceptance of maintenance responsibilities therefor, the Association shall be obligated to accept title to the Association Property and any easements over the Association Maintenance Areas and undertake maintenance responsibilities therefore, pending resolution of the dispute, in accordance with the provisions for enforcement set forth in **Article 16** (Term and Enforcement).

4.4.3 **Utilities**. The Association shall acquire, provide and pay for water and other utility services for the Association Property and Association Maintenance Areas to the extent necessary. The Association shall permit utility suppliers and other providers of any telecommunications or other services to use portions of the Association Property reasonably necessary to the ongoing development and operation of the Community.

4.4.4 **Taxes, Assessments and Liens**. The Association shall pay all real and personal property taxes levied against the Association Property or any other taxes or assessments which could become a lien on the Association Property or any portion thereof. Such taxes and assessments may be contested by the Association provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.4.5 **Architectural Control**. The Association shall promulgate architectural standards and procedures it deems appropriate, may appoint or remove members of the Design Review Committee and may hire a consultant in connection therewith in accordance with the provisions of **Article 8** (Design Review).

4.4.6 **Rules**. The Association shall adopt and be entitled to modify and enforce the Rules as it deems reasonable. The Rules shall govern the Community. However, the Rules shall not be inconsistent with or materially alter any provisions of the Governing Documents. A copy of the Rules, as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. In case of any conflict between any of the Rules and any other provisions of this Declaration, the conflicting Rules shall be deemed to be superseded by the provisions of the Declaration. Notwithstanding any provision of this Declaration to the contrary, and to the extent Civil Code Section 4340, *et seq*. is applicable to the Rules, any rule which is considered to be an operating rule under California Civil Code Section 4340, *et seq*. may not be adopted, changed or amended except by and pursuant to the procedures set forth in California Civil Code Section 4340, *et seq*.

4.4.7 **Warranties**. The Association shall comply with the terms of each warranty in favor of the Association, if any, for any equipment or facilities within the Association Property and/or Association Maintenance Areas, which warranties may be impaired or eliminated if the Association fails to maintain in compliance with a warranty or if it fails to keep in effect certain maintenance contracts.

4.4.8 **Maintenance Manuals**. The Association shall maintain at the offices of the Association a copy of the Owner Maintenance Manual(s) provided by Declarant to the Owners and shall make available to every Owner upon request a copy of the Owner Maintenance Manual applicable to such Owner's home. The Association shall have the right to charge the requesting Owner a fee for the copying

of such Owner Maintenance Manual. The Association shall also comply with provisions of the Association Maintenance Manual provided by Declarant to the Association. The Association may, from time to time, make appropriate revisions to the Association Maintenance Manual based on the Board's review thereof to update such manual to provide for maintenance according to current industry practices, so long as such changes do not reduce the useful life or functionality of the items being maintained. The Association shall require that any management company hired by the Association for the Community: (i) ensures that review of the Association Maintenance Manual requirements and issues is included on the agenda of each meeting of the Board; (ii) ensures that the Association Maintenance Manual is brought to each regular meeting of the Board; and (iii) ensures that the Association Maintenance Manual is updated with all inspection reports for the Association Property or Association Maintenance Areas or any other Association maintained areas.

4.4.9 Special Benefit Area Administration. The Association shall administer and perform any obligations associated with any Special Benefit Area.

4.4.10 Minutes of Board Meetings. The Association shall supply copies of the minutes or a summary of the minutes of any meeting of the Board to Declarant within thirty (30) days of the applicable meeting of the Board for a period of one (1) year after the conveyance of the last Condominium within the Property and Annexable Property by Declarant to a First Owner.

4.4.11 Dedications to the City, County or Other Governmental Entity. Certain portions of the Property may have been dedicated to the City, County or other Governmental Entity on the Map. If the City, County or other Governmental Entity does not accept such dedications, the Association shall be required to accept the conveyance of such Property in fee title. The Association's acceptance of such transfer shall be through the Board of the Association who shall be authorized to execute any document(s) required to facilitate transfer of such areas or any portion thereof.

4.4.12 Use of Proceeds to Repair. If the Association receives, on its own behalf or for the benefit of the Owners, any proceeds as a result of any construction defect or other claims or litigation brought by the Association, then the Association shall apply such proceeds first for the purpose of repairing such defects or replacing reserve funds previously utilized by the Association to cause such repairs and then, to the costs of such litigation. Any excess proceeds shall be applied as determined by the Board, subject to any requirements established by the nonprofit mutual benefit laws of the State of California and any other Applicable Laws.

4.4.13 Reporting Obligation of the Association. The Association shall cooperate and provide information relating to the status of the Community, potential construction defects, substantial disputes or dissatisfaction among Owners regarding the operations of the Community or the Owner's insurance, disputes concerning Owners and disputes over rights, privileges and obligation including, without limitation, homeowners association fees as may be reasonably requested by Declarant in connection with obtaining any approvals for government financing (including Fannie Mae, Freddie Mac, FHA and VA financing). The Association acknowledges that such cooperation is a benefit to the Owners so as to ensure the availability of government financing and that failure to so cooperate may result in the inability to have government financing available at the Community. The Association shall promptly provide a certification or other statements as may be reasonably requested by Declarant, but no later than five (5) business days after any such request is delivered to the Association.

4.5 Limitations on Authority of Board.

4.5.1 Actions Requiring Member Approval. The Association shall not take any of the actions listed below except with: (a) the vote or written consent of a majority of the Members of each of Class A and Class B Members during the time the Class B voting structure set forth in **Section 5.2.2** (Class B Members) is in effect; or (b) the vote at a meeting of the Association, or by written ballot without a meeting pursuant to Corporations Code Section 7513, of at least a majority of the Members including at least a majority of Members other than Declarant after conversion to a single Class A voting membership.

(a) **Limit on Capital Improvements**. The Association shall not, without obtaining the consent of the Members as set forth above, incur aggregate expenditures for capital improvements to the Association Property or Association Maintenance Areas in any Fiscal Year in excess of five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

(b) **Limit on Sales of Association Property**. The Association shall not, without obtaining the consent of the Members as set forth above, sell during any Fiscal Year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

(c) **Limit on Compensation**. The Association shall not, without obtaining the consent of the Members as set forth above, pay compensation to Members for services performed in the conduct of the Association's business; provided, however, the Board may cause a member of the Board, an officer of the Association or a member of a committee of the Association to be reimbursed for expenses incurred in carrying on the business of the Association.

(d) **Limit on Third Person Contracts**. The Association shall not, without obtaining the consent of the Members as set forth above, enter into a contract with a third person wherein the third person will furnish goods or services for the Association, Association Property or Association Maintenance Areas, for a term longer than one (1) year, with the following exceptions: (i) any management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration; (ii) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; (iii) an agreement for cable television services, satellite television services, internet services, broadband services and related equipment not to exceed five (5) years duration, provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of ten percent (10%) or more; (iv) an agreement for the sale or lease of burglar alarm and fire alarm equipment, installation and services not to exceed five (5) years duration, provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of ten percent (10%) or more; (v) a prepaid casualty and/or liability insurance policy not to exceed three (3) years duration; provided that the policy permits for short-rate cancellation by the insured; (vi) a contract for a term not to exceed three (3) years that is terminable by the Association after no longer than one (1) year without cause, penalty or other obligations upon ninety (90) days written notice of termination to the other party; (vii) a contract which has been submitted to the DRE in connection with an application for a Public Report or for any other purpose; (viii) any agreement required to be entered into under the Community Entitlements; and (ix) any maintenance agreement for the maintenance of any portion of the Association Property and Association Maintenance Areas which is required as a condition to the effectiveness of any warranty in favor of the Association.

4.5.2 **Property Manager**. The manager of the Association shall at all times be a professional manager operating as an independent contractor. The professional manager shall be covered by its own fidelity insurance policy, which must provide the same coverage required of the Association. The fidelity coverage shall be for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. The Association shall not discontinue the management of the Association by a professional, and certified or accredited management company without the vote of: (a) Declarant, so long as Declarant owns any portion of the Property or Annexable Property; and (b) a vote in accordance with **Section 13.11** (Self-Management); provided, however, that nothing contained in this Section shall be deemed to prohibit or restrict the Board from changing professional management companies from one professional management company to another. If the Association decides to change professional management companies from one professional management company to another, then any replacement manager shall have at least five (5) years' experience in the management of similar communities.

4.5.3 **Special Benefit Area Limitation**. For so long as Declarant or AG owns any portion of the Property or Annexable Property, neither the Association nor any Owner, without the prior written consent of Declarant or AG, as applicable, shall create or eliminate a Special Benefit Area, or other

such device to apportion any Common Expenses of the Association against fewer than all of the Owners and their Condominiums without the consent of Declarant.

4.6 Indemnification of Management Parties. No volunteer officer or volunteer director of the Board, or of any committee of the Association, or any officer of the Association, or any manager, or Declarant, or any agent or employee or consultant of Declarant (each a "**Management Party**"), shall be personally liable to any Owner or to any other party, including the Association, for any act or omission of any Management Party if such Person has, on the basis of such information as was actually possessed by him or her, acted in good faith without willful, wanton or gross misconduct when performing an act within the scope of the Person's duties (collectively, an "**Official Act**"). The Association has the power and duty to indemnify, defend, protect and hold harmless each Management Party for all damages and expenses incurred (including, without limitation, reasonable attorneys' fees and costs), and to satisfy any judgment or fine levied as a result of any action or threatened action brought because of an act or omission which such Person reasonably believed was an Official Act. Management Parties are deemed to be agents of the Association when they are performing Official Acts for purposes of obtaining indemnification from the Association pursuant to this Section. The entitlement to indemnification under this Declaration inures to the benefit of the successors-in-interest of any Person entitled to such indemnification. The Association has the power, but not the duty, to indemnify any other Person acting as an agent of the Association for damages incurred, pay expenses incurred, and satisfy any judgment or fine levied as a result of any action or threatened action because of an Official Act. The Association also has the power, but not the duty, to contract with any person to provide indemnification in addition to any indemnification authorized by Applicable Laws on such terms and subject to such conditions as the Association may impose.

4.7 Contracts. Any agreement for professional management of the Community, employment contract or lease of recreational or parking areas or facilities, or any agreement providing for services of Declarant or an affiliate of Declarant or any contract or lease, including franchises and licenses to which Declarant or an affiliate of Declarant is a party, shall be for a term not to exceed one (1) year without the consent of a majority of each class of Members; provided, however, that in no event shall such an agreement exceed a term of three (3) years. Any such agreement shall provide that the agreement may be terminated by either party without cause and without payment of a termination fee upon not more than ninety (90) days' written notice.

4.8 Additional Provisions. Certain laws apply to the operation of the Association and the Property by the Association, including, without limitation, the Davis Stirling Common Interest Development Act of Section 4000, *et seq.* of the California Civil Code, and the Association and Owners shall comply with all Applicable Laws.

ARTICLE 5
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

5.1 Membership.

5.1.1 Qualifications. Each Owner of a Condominium which is subject to assessment, including Declarant, shall be a Member of the Association. Ownership of a Condominium shall be the sole qualification for membership in the Association. Each Owner shall remain a Member of the Association until such Owner's ownership interest in the Condominium(s) ceases, at which time such Owner's membership in the Association shall automatically cease. Any reference in this Declaration to a vote of the Members shall refer only to those Members against whose Condominium Assessments have commenced, unless otherwise specified in the Governing Documents.

5.1.2 Members' Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Governing Documents, as the same may from time to time be amended.

5.1.3 Approval by Members. Except as otherwise provided in the Governing Documents, all matters requiring the approval of Members shall be deemed approved if: (a) Members holding a majority of the total Voting Power consent to them in writing as provided in the Bylaws; or (b) such

matters are approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws.

5.1.4 Transfer of Membership. The Association membership of each Owner shall be appurtenant to each such Condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such Condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Condominium or interest in it shall operate automatically to transfer the appurtenant membership right in the Association to the new Owner.

5.1.5 Commencement of Voting Rights. An Owner's right to vote, including Declarant's right to vote, shall not vest until Regular Assessments have been levied upon such Owner's Condominium as provided in this Declaration. All voting rights shall be subject to the restrictions and limitations provided for herein and in the other Governing Documents.

5.2 Number of Votes. The Association shall have two (2) classes of voting membership, as described below. The voting rights described in **Sections 5.2.1** (Class A Members) and **5.2.2** (Class B Members) shall constitute the Voting Power of the Association:

5.2.1 Class A Members. Class A Members shall be all Owners, with the exception of Declarant (until the conversion of Declarant's Class B membership to a Class A membership, as provided in **Section 5.2.2** (Class B Members)), and shall be entitled to one (1) vote for each Condominium owned. When more than one (1) Person holds an interest in any Condominium, all such Persons shall be Members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to such Condominium.

5.2.2 Class B Members. Class B Member(s) shall be Declarant who shall be entitled to three (3) votes for each Condominium owned by Declarant in a Phase for which Assessments have commenced. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur: (a) the second anniversary of the first close of escrow for conveyance of a Condominium in a Phase to a First Owner covered by the most recently issued Public Report for any Phase of the Community; or (b) the fourth anniversary of the first conveyance of a Condominium covered by the original Public Report for the first Phase to a First Owner of the Community.

As long as Class B membership exists, no action by the Association that must have the prior approval of the Members shall be deemed approved by the Members unless approved by the appropriate percentage of Class A and Class B Members, except as otherwise set forth in this Declaration. Upon conversion to a single Class A voting membership, any action by the Association that must have the prior approval of the Members will require approval by at least a majority of the Members including at least a majority of Members other than Declarant. Notwithstanding the foregoing, for so long as is required by HUD's legal requirements for project acceptance, Declarant must transfer control to the Owners no later than required by the Single Family Housing Policy Handbook 4000.1 Section II(C)(2)(iv). Control of the Association refers to the ability to directly or indirectly control, direct, modify or veto any action of the Association.

5.3 Joint Owner Votes. The voting rights for each Condominium may not be cast on a fractional basis. If the joint Owners of a Condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any Owner exercises the voting rights of a particular Condominium, it will be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Condominium. If more than one (1) Person exercises the voting rights for a particular Condominium, their votes shall not be counted and shall be deemed void.

5.4 Special Benefit Area Approvals. Notwithstanding any other provisions of the Governing Documents, any action which negatively impacts the budget or maintenance of a Special Benefit Area shall require the approval of the prescribed percentage of the class or classes of Members of only those Owners within such Special Benefit Area. Any amendment to this Declaration to eliminate or change the provisions

of this Declaration relating to Special Benefit Areas shall require the approval of the prescribed percentage of the class of Members or the approval of Members other than Declarant (if applicable) of those Members within such Special Benefit Area, except that if California Civil Code Section 5605 or any similar Applicable Laws require the approval of all Owners, then this provision shall not apply.

ARTICLE 6
ASSESSMENTS

6.1 Creation of Lien and Personal Obligation for Assessments. Declarant, for each Condominium owned within the Property, hereby covenants, and each Owner of a Condominium by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments levied pursuant to the provisions of this Declaration. All Assessments levied hereunder, together with Additional Charges, shall be a charge on the land and shall be a continuing lien upon the Condominium of such Owner against which each such Assessment is made, the lien to be effective upon recordation of a Notice of Delinquent Assessment (defined below). Each such Assessment, together with Additional Charges, shall also be the personal obligation of the Person who was the Owner of such Condominium at the time when the Assessment fell due and shall bind its heirs, devisees, personal representatives and assigns. The personal obligation for delinquent Assessments shall not pass to successive Owners, unless expressly assumed by such successive Owner. No such assumption of personal liability by a successor Owner shall relieve any Owner against whose Condominium the lien was levied from personal liability for delinquent Assessments. If more than one Person is the Owner of a Condominium, the personal obligation to pay such Assessment or installment respecting such Condominium shall be both joint and several.

6.2 Funds Held in Trust. The Assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of the Community. Upon the sale or transfer of any Condominium, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner. A general operating fund shall be established for current expenses of the Association and a separate reserve account shall be established for reserves collected by the Association. The Association shall provide for separate operating accounts and separate reserve accounts for the funds which are collected and expended on behalf of each Special Benefit Area. Such Special Benefit Area funds shall be used by the Board solely for the purposes for which they were collected as provided in the Special Benefit Area Budget.

6.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to perform the obligations and duties of the Association, including, without limitation, the improvement and maintenance of the Association Property, and Association Maintenance Areas and for any other maintenance responsibilities of the Association, and to reimburse the Association for the costs incurred in bringing an Owner into compliance with the Governing Documents. The Association shall not impose or collect any Assessment, penalty or fee that exceeds the amount necessary for the purpose or purposes for which it is levied. If the Association decides to use or transfer reserve funds to pay for litigation, the Association must provide general notice to its Members of the decision in accordance with California Civil Code Sections 4045 and 5520. Such notice shall provide an explanation of why the litigation is being initiated or defended, why operating funds cannot be used, how and when the reserve funds will be replaced, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation as provided in California Civil Code Section 5520 which will be available at the Association's office. The accounting shall be updated monthly.

6.4 Regular Assessments.

6.4.1 Payment of Regular Assessments. The Assessments for Common Expenses ("**Regular Assessment**") for each Fiscal Year shall be established when the Association approves the Budget for that Fiscal Year, which Budget shall be prepared in accordance with the provisions of the Governing Documents. Regular Assessments shall be levied on a Fiscal Year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration. Declarant's obligation or subsidy for such

Regular Assessments may be reduced in accordance with the terms of any maintenance or subsidy agreement executed by Declarant and the Association. Regular Assessments include (i) "base/general" assessments allocated among all Owners, and (ii) Special Benefit Area Assessments allocated among the Owners within such Special Benefit Area.

6.4.2 Budgeting. Each fiscal year the Association shall prepare, approve and make available to each Member a Budget as described in the Bylaws not less than thirty (30) days nor more than ninety (90) days prior to the beginning of the Fiscal Year or as otherwise required by Applicable Laws.

6.4.3 Restrictions for Tax Exemption. As long as the Association seeks to qualify and be considered as an organization exempt from federal and state income taxes pursuant to Internal Revenue Code Section 528 and California Revenue and Taxation Code Section 23701t and any amendments thereto, then the Board shall prepare its annual Budget and otherwise conduct the business of the Association in such a manner consistent with federal and state requirements to qualify for such status.

6.4.4 Reallocation of Assessments. After conveyance of the first Condominium in a Phase to a First Owner, the Assessments shall be reallocated among all Condominiums located in Phases in which the conveyance of a Condominium to a First Owner has occurred, in the same manner as described in this Article.

6.4.5 Non-Waiver of Assessments. If the Association fails to fix Regular Assessments for the next Fiscal Year before the expiration of the then-current Fiscal Year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

6.4.6 Supplemental Assessments. If the Board determines that the Association's essential functions may be properly funded by a Regular Assessment in an amount less than the maximum authorized Regular Assessment described above, it may levy such lesser Regular Assessment. If the Board determines that the estimate of total charges for the current year is or will become inadequate to meet all Common Expenses, it shall determine the approximate amount of the inadequacy. Subject to the limits described in **Section 6.6** (Changes to Assessments), the Board may levy a supplemental Regular Assessment reflecting a revision of the total charges to be assessed against each Condominium.

6.4.7 Special Benefit Area Assessments. The portion of Regular Assessments levied solely upon a Special Benefit Area and the Owners within the Special Benefit Area reflecting that portion of Common Expenses solely due to the Special Benefit Area ("**Special Benefit Area Assessments**") shall be collected from those Members in each Special Benefit Area as a portion of Regular Assessments. If, in addition to the Special Benefit Areas formed by Declarant, the Association forms any additional Special Benefit Areas, the Association shall obtain a vote of a majority of the Owners benefited by the proposed Special Benefit Area. Nothing contained herein shall give the Association or any Owner any rights to approve Special Benefit Areas established by Declarant upon the recordation of this Declaration or the recordation of a Supplementary Declaration.

6.5 Other Type of Assessments.

6.5.1 Special Assessments. If the Association determines at any time that the estimated total amount of funds necessary to fund the Common Expenses of the Association for a given Fiscal Year is or will become inadequate to meet expenses for any reason, including, without limitation, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on, damage and destruction or condemnation of the Association Property, Association Maintenance Areas or any other areas which the Association is obligated to maintain, the Board shall determine the approximate amount necessary to defray such expenses, and may levy a special assessment ("**Special Assessment**"). Special Assessments shall be subject to the limitations set forth in **Section 6.6** (Changes to Assessments); provided, however, that such limitation shall not apply to Special Assessments levied by the Board to replenish the Association's reserve account as provided in the Article of the Bylaws entitled "Association's Accounts." The Board may, in its discretion, prorate such Special Assessment over the remaining months of the Fiscal Year or levy the Assessment immediately against each Condominium

as to which Assessments have commenced. The Association must comply with California Civil Code Section 5610.

6.5.2 Capital Improvement Assessments. In addition to any other Assessments provided for hereunder, the Association may levy a capital improvement assessment for the purpose of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement ("**Capital Improvement Assessment**"). Capital Improvement Assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate. Capital Improvement Assessments shall be subject to the limitations set forth in **Section 6.6** (Changes to Assessments).

6.5.3 Compliance Assessments. The Association may levy an assessment ("**Compliance Assessment**") against any Owner for bringing the Owner or the Owner's Condominium into compliance with the provisions of the Governing Documents and/or any other charge designated a Compliance Assessment in the Governing Documents, together with any Additional Charges. The Association shall have the authority to adopt a reasonable schedule of Compliance Assessments for any violation of the Governing Documents. If, after Notice and Hearing which satisfies California Corporations Code Section 7341 and California Civil Code Section 5855, the Owner fails to cure or continues such violation, the Association may impose an additional fine each time the violation is repeated, and may assess such Owner and enforce the Compliance Assessment as herein provided for nonpayment of an Assessment. A hearing committee may be established by the Association to administer the foregoing. Notwithstanding any other provision in this Declaration to the contrary, except as provided in **Section 6.11** (Collection of Assessments; Liens), Compliance Assessments are Assessments but they may not become a lien against the Owner's Condominium that is enforceable by a power of sale under California Civil Code Sections 2924, 2924b and 2924c; provided, however, that this restriction on enforcement does not apply to Additional Charges.

6.5.4 Utility Assessments. In addition to any other Assessments, the Association may levy Utility Assessments for the purpose of paying the cost of water allocated to each Condominium in accordance with **Section 2.20** (Water Meters). Utility Assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate. Increases in Utility Assessments are not subject to the limitations set forth in **Section 6.6** (Changes to Assessments), as they are based on each Owner's actual water use and will vary on a monthly basis.

6.6 Changes to Assessments.

6.6.1 Limitation on Assessments. From and after January 1st of the year immediately following the conveyance of the first Condominium to a First Owner, the annual Regular Assessment may not, except in the case of an Emergency, be increased by an amount greater than twenty percent (20%) of the Regular Assessments for the preceding Fiscal Year, and Special Assessments and Capital Improvement Assessments shall not be imposed that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year, without the consent of the Members, constituting a quorum and casting a majority of the votes at a meeting or election of the Association conducted in accordance with the provisions of: (i) California Civil Code Section 5100, *et seq*. and the rules adopted by the Board pursuant thereto; and (ii) California Corporations Code Sections 7510, *et seq*. and 7613. The Board may not increase the Regular Assessments for any Fiscal Year unless it has complied with California Civil Code Section 5605. For the purpose of this Section, a quorum shall mean more than fifty percent (50%) of the Members, pursuant to California Civil Code Section 4070, and an Emergency shall mean any one of the following: (a) an extraordinary expense required by an order of a court; (b) an extraordinary expense necessary to repair or maintain the Association Property, Association Maintenance Areas or other portions of the Community that the Association is obligated to maintain where a threat to personal safety is discovered; or (c) an extraordinary expense necessary to repair or maintain the Association Property, Association Maintenance Areas, or other portion of the Community that the Association is obligated to maintain, that could not have been reasonably foreseen by the Board in preparing and distributing the Budget required under this Declaration and the Bylaws and California Civil Code Section 5300. Notwithstanding the foregoing, any increase in Special Benefit Area Assessments which requires the approval of Members pursuant to this Section shall only require the approval of the

Members within such impacted Special Benefit Area and shall not require the approval of the Members whose Units are not located within the Special Benefit Area. Notwithstanding anything in this Declaration to the contrary, including without limitation this Section 6.6.1, the annual Regular Assessment imposed against an Affordable Housing Unit may not be increased by an amount in excess of that allowed by Applicable Laws, including without limitation Section 5605 of the California Civil Code.

6.6.2 Calculation of Increase in Regular Assessments. For the purpose of calculating whether an increase to Regular Assessments exceeds twenty percent (20%) or any applicable limitation under Section 5605 of the California Civil Code, the term "Regular Assessments" shall be deemed to include the amount assessed against each Condominium as a Regular Assessment plus any amount paid by Declarant as a subsidy pursuant to any subsidy agreements, to the extent such subsidy payments offset any amount which would otherwise be paid by Owners as Regular Assessments. Any increases authorized under this Section shall not be imposed unless the Board has complied with the budgetary requirements set forth in the Bylaws with respect to the Fiscal Year for which an Assessment is being levied.

6.7 Allocation of Assessments.

6.7.1 Regular Assessments. The Regular Assessments, exclusive of the Common Expenses included within a Special Benefit Area Budget, shall, for Condominiums as to which Assessments have commenced, be fixed at a uniform rate for all Condominiums, subject to any applicable exception to the fixing of Regular Assessments at a uniform rate as may be contained in Applicable Laws, including without limitation Section 5605 of the California Civil Code, and may be collected on a monthly basis and shall be determined by dividing the amount of the Assessment by the total number of Condominiums then within the Community and subject to assessment, except as otherwise required under Applicable Laws. The portion of the Regular Assessments budgeted exclusively to a particular Special Benefit Area in a Special Benefit Area Budget shall be assessed as Special Benefit Area Assessments solely to the Owners within the applicable Special Benefit Area at a uniform rate determined by dividing the amount of the Assessment by the total number of Condominiums within the Special Benefit Area subject to such Assessment, unless a different rate is specified in a Supplementary Declaration. The Association shall provide for a separate operating account and separate reserve account for the funds which are collected and expended on behalf of a Special Benefit Area. The Association shall also provide for a reserve study and an annual review and disclosure of the reserves applicable to a Special Benefit Area to the same extent required for the other budgetary components.

6.7.2 Utility Assessments. Utility Assessments shall be allocated based upon each Owner's individual water use as set forth in **Section 2.20** (Water Meters) of this Declaration.

6.7.3 Other Community Assessments. Special Assessments and Capital Improvement Assessments shall be allocated in the same manner as Regular Assessments. Compliance Assessments shall be levied directly to the individual Condominiums in a manner consistent with the provisions of **Section 6.5.3** (Compliance Assessments).

6.8 Commencement of Assessments. Regular Assessments shall commence as to all Condominiums in a Phase subject to this Declaration on the first day of the month following the conveyance of the first Condominium in that Phase to a First Owner. Notwithstanding the foregoing, as long as the Option Agreement is in effect, all Assessments levied against Units owned by AG which remain subject to the Option Agreement shall be the responsibility of and payable by Lennar.

6.8.1 Model Homes. Notwithstanding anything in this Declaration to the contrary, in no event shall any sale or leaseback to Declarant of any Condominium being used as a model home, sales office, design center, construction office or similar purpose (collectively, a "**Model Home**") and which is not occupied as a residence cause the commencement of Assessments in a Phase for which Assessments have not otherwise commenced through a conveyance of a Condominium in such Phase to an Owner who will occupy such Condominium. Declarant shall be responsible to insure and maintain all portions of the Phase in which a Condominium is being used as a Model Home until the date Regular Assessments

commence against such Condominium. The Board shall have the right to inspect such areas maintained by Declarant to ascertain that reasonable standards are maintained.

6.9 Notice and Assessment Due Dates. The Association shall provide notice by first class mail to each Owner (pursuant to California Civil Code Section 4040) of an increase in the Regular Assessment and notice of any Special Assessment or Capital Improvement Assessment (or increase therein) not less than thirty (30) days nor more than sixty (60) days prior to the increased Regular Assessment or the Special Assessment or Capital Improvement Assessment becoming due. The due dates for the payment of Regular Assessments normally shall be the first day of each month unless some other due date is established by the Association. The due date for Special Assessments or Capital Improvement Assessments shall be specified in the notice provided by the Association and if such Special Assessments or Capital Improvement Assessments are payable in installments, such installments normally shall be due the first day of each month unless some other due date is established by the Association. Each installment of Regular Assessments, Special Assessments and Capital Improvement Assessments shall become delinquent if not paid within fifteen (15) days after its due date. Additional Charges shall accrue with each delinquent installment but shall not, in any event, exceed the maximum rates permitted under California Civil Code Section 5600, *et seq*.

6.10 Estoppel Certificate. On not less than ten (10) days' prior written request, the Association shall execute, acknowledge and deliver to the party making such request a statement in writing stating both of the following: (a) whether or not, to the knowledge of the Association, a particular Owner is in default in connection with the payment of Assessments as to such Owner's Condominium; and (b) the dates to which installments of Assessments, have been paid as to such Condominium. Any such statement may be relied on by any prospective purchaser or Mortgagee of the Condominium, but reliance on such statement may not extend to any default not involving the payment of Assessments of which the signer had no actual knowledge.

6.11 Collection of Assessments; Liens.

6.11.1 Right to Enforce. The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board may enforce the obligations of the Owners to pay Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to **Section 6.11.5** (Notice of Default; Foreclosure) enforce the lien rights created. Suit to recover a money judgment for unpaid Assessments together with all other Additional Charges shall be maintainable without foreclosing or waiving the lien rights. Notwithstanding anything else to the contrary herein, a monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the Governing Documents or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Association Property or any Association Maintenance Areas for which the Member was allegedly responsible or in bringing the Member and its Condominium into compliance with the Governing Documents may not be characterized nor treated as an Assessment that may become a lien against the Member's Condominium enforceable by a sale of the interest hereunder. The limitation in the preceding sentence however, does not apply to any Additional Charges.

6.11.2 Notice of Assessments and Foreclosure. The Association shall distribute a written notice regarding Assessments and foreclosure as set forth in California Civil Code Section 5730 during the sixty (60) day period immediately preceding the beginning of the Association's Fiscal Year.

6.11.3 Delinquent Assessments. In collecting delinquent Assessments, the Association shall comply with the requirements of California law, including, without limitation, California Civil Code Section 5650. As of the date of this Declaration, such laws require that, among other things, before the Association records a lien against the Owner's Condominium, the Association shall: (a) notify the delinquent Owner of certain matters; and (b) offer and, if requested by the Owner, participate in, dispute resolution procedures pursuant to the Association's "meet and confer" program required by California Civil Code Sections 5900 through 5920.

6.11.4 Assignment. The Association may not voluntarily assign or pledge the Association's right to collect payments or Assessments, or to enforce or foreclose a lien to a third party except where provided under California Civil Code Section 5735.

6.11.5 Notice of Default; Foreclosure. The Association can record a notice of default and, subject to the requirements and limitations of California Civil Code Section 5700, *et seq*., can cause the Condominium with respect to which a notice of default has been recorded to be sold either in the same manner as a sale is conducted under California Civil Code Sections 2924, 2924b and 2924c or through judicial foreclosure and as provided in California Civil Code Section 5700, *et seq*. However, as a condition precedent to the holding of any such sale under Section 2924c, appropriate publication shall be made. In connection with any such sale, the Board is authorized to appoint a trustee for purposes of conducting the sale. If a delinquency is cured before sale of the Condominium or before completing a judicial foreclosure, or if it is determined that a lien previously recorded against a Condominium was recorded in error, the Board shall apply payments and follow the procedures set forth in California Civil Code Section 5685. On becoming delinquent in the payment of any Assessment or installment, each delinquent Owner shall be deemed to have absolutely assigned all rent, issues and profits of its Condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the Owners, shall have the power to bid upon the Condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the Condominium and vote as an Owner of the Condominium.

6.11.6 Creation of Lien. If there is a delinquency in the payment of any Assessment (other than a Compliance Assessment), any amounts that are delinquent, together with any Additional Charges, shall be a lien against the defaulting Owner's Condominium upon the recordation in the Official Records of a notice of delinquent assessment ("**Notice of Delinquent Assessment**") as provided in California Civil Code Section 5675. After its recordation, the Notice of Delinquent Assessment shall be mailed to all Owners of record for the Condominium for which the lien is being filed as provided in California Civil Code Section 5675.

6.11.7 Payment of Assessments. Any payments of sums due under this Article shall first be applied to Assessments owed, and only after Assessments owed have been paid in full shall the payments be applied to the Additional Charges. If an Owner requests a receipt after payment of a delinquent Assessment, the Association shall provide a receipt which sets forth the date of payment and the individual who received such payment.

6.12 Additional Charges. In addition to any other amounts due or any other relief or remedy obtained against an Owner who is delinquent in the payment of any Assessments, each Owner agrees to pay Additional Charges incurred or levied by the Association including such additional costs, fees, charges and expenditures as the Association may incur or levy in the process of collecting from that Owner monies due and delinquent subject to California Civil Code Section 5650, *et seq*.

6.13 Waiver of Exemptions. Each Owner, to the extent permitted by Applicable Laws, waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption laws of California in effect at the time any Assessment or installment becomes delinquent or any lien is imposed.

6.14 Subordination of Lien to First Mortgages. When a Notice of Delinquent Assessment has been recorded, such Assessment shall constitute a lien on such delinquent Owner's Condominium prior and superior to all other liens, except: (a) all taxes; (b) bonds; (c) assessments and other levies that, by law, would be superior thereto; and (d) any First Mortgage now or hereafter placed upon any Condominium subject to Assessment. The sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a First Mortgage, or pursuant to the remedies provided in the First Mortgage, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from any Assessments thereafter becoming due or from the lien of any subsequent Assessment. Where the Mortgagee of a First Mortgage or other purchaser of a Condominium obtains title to the same as a result of foreclosure, or pursuant to the remedies provided in

the First Mortgage, such acquiror of title, and his or her successors and assigns, shall not be liable for the share of the Common Expenses or Assessments chargeable to such Condominium that became due prior to the acquisition of title to such Condominium by such acquiror, except for a share of such charges or Assessments resulting from a reallocation of such charges or Assessments that are made against all Condominiums.

6.15 No Offsets. All Assessments shall be payable in the amounts specified by the particular Assessment, and no offsets against such amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance, operation or enforcement.

6.16 Personal Liability of Owner. No Owner may exempt himself or herself from personal liability for Assessments, nor any part thereof, levied by the Association, nor release the Condominium(s) owned by him or her from the liens and charges hereof by waiver of the use and enjoyment of the Association Property and facilities thereof, or by abandonment of such Owner's Condominium(s).

6.17 Transfer of Condominiums. After transfer or sale of a Condominium, the selling Owner(s) shall not be liable for any Assessment levied on such Condominium after the date of transfer of ownership and written notice of such transfer is delivered to the Association. The selling Owner(s) shall remain responsible for all Assessments and charges levied on his or her Condominium prior to any such transfer.

6.18 Failure to Fix Assessments. The omission by the Board to fix the Assessments hereunder before the expiration of any Fiscal Year for that or the next year shall not be deemed either a waiver or modification in any respect of the provisions of this Declaration or a release of the Owner from the obligation to pay the Assessments or any installment thereof for that or any subsequent Fiscal Year, but the Assessment fixed for the preceding Fiscal Year shall continue until a new Assessment is fixed.

6.19 Property Exempt From Assessments. The Association Property shall be exempt from the Assessments, charges and liens created herein.

6.20 Uncompleted Facilities. Although no land or Improvements devoted to dwelling use in the Community shall be exempt from Assessment, the Board may, but shall have no obligation to, exclude from the Regular Assessments those portions of budgeted Common Expenses that are for the purpose of defraying expenses and reserves directly attributable to the existence of Improvements to be maintained by the Association that are not complete at the time of the Assessment. Any such exemption from the payment of Assessment shall be in effect only until the earlier to occur of the following: (a) a notice of completion for the subject Improvements has been recorded; or (b) the Improvements have been placed into use.

6.21 Association Property Improvements. If the Improvements to be installed by Declarant on the Association Property in a Phase have not been completed prior to the issuance by the DRE of a Final Subdivision Public Report covering the Phase, and in the further event that the Association is the obligee under a bond to secure performance by Declarant to complete such Improvements, then if such Improvements have not been completed and a notice of completion filed within sixty (60) days after the completion date specified in the planned construction statement appended to the bond, the Board shall consider and vote upon the question of whether or not to bring action to enforce the obligations under the bond. If the Association has given an extension in writing for the completion of any such Improvement, then the Board shall consider and vote on said question if such Improvements have not been completed and a notice of completion filed within thirty (30) days after the expiration of the extension period. In the event that the Board determines after the expiration of any written extension(s) not to take action to enforce the obligations secured by the bond or does not vote on the question as above provided, then, in either such event, upon petition signed by Members representing five percent (5%) or more of the Voting Power, excluding the Voting Power of Declarant, the Board shall call a special meeting of the Members to consider the question of overriding the decision of the Board or of requiring the Board to take action on the question of enforcing the obligations secured by the bond. Said meeting of Members shall be held not less than

thirty-five (35) days nor more than forty-five (45) days following receipt of the petition. At said meeting, a vote of a majority of the Voting Power, excluding the vote of Declarant, to take action to enforce the obligations under the bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement the decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE 7
MAINTENANCE RESPONSIBILITIES

7.1 Maintenance. Unless the context otherwise requires, as used in this Article, "maintenance," "maintain" or "maintaining" means the operation, inspection, maintenance, repair, restoration and replacement of the areas and facilities designated for maintenance by the Association or Owner. To the extent repair, restoration and replacement is required as a result of damage or destruction under **Article 11** (Destruction of Improvements and Condemnation), then the repair and replacement shall be governed by the provisions of **Article 11** (Destruction of Improvements and Condemnation).

7.1.1 Maintenance Chart. The Maintenance Chart attached hereto identifies certain maintenance responsibilities of the Association and the Owners. In the event of a conflict between the maintenance responsibilities set forth in this Article and the Maintenance Chart, the provisions of this Article shall control.

7.2 Maintenance Obligations of the Association. The Association shall maintain all areas designated for maintenance by the Association on the Maintenance Chart. The requirements set forth in this Section are in addition to, and supplement the Association's obligations set forth on the Maintenance Chart. The Association shall maintain the Association Property (including without limitation all portions of the Condominium Buildings, except for the Units contained therein and except for any Exclusive Use Easement Areas, except as otherwise provided on the Maintenance Chart), and Association Maintenance Areas, in a good condition of repair in accordance with the Maintenance Obligations and the Association Maintenance Manual, including all Improvements, landscaping, irrigation, monument signs and any private storm drains located on or in the Association Property or Association Maintenance Areas.

7.2.1 Private Streets. The Association shall maintain all Private Streets, including, without limitation, any parkway and sidewalk Improvements located within the Private Streets, and the street lights within or adjoining the Private Streets as part of the Private Streets.

7.2.2 Cluster Mailboxes. The Association shall maintain the cluster mailboxes, except that the Owners shall maintain the locks as provided below.

7.2.3 Utility Facilities. The Association shall maintain the private Utility Facilities which service more than one (1) Unit. The Association shall have the right, but not the obligation, to undertake the maintenance of any private Utility Facility which exclusively services a Unit when located within Association Property and to levy a Compliance Assessment against the Owner.

7.2.4 Storm Water Improvements. The Association shall maintain all Storm Water Improvements within the Association Property and Association Maintenance Areas. Such maintenance shall be performed in accordance with the requirements of the Storm Water Agreement and all Governmental Entities and Applicable Laws.

7.2.5 Submeters. The Association shall have the obligation to maintain, repair and replace the submeter providing service to the Community. With appropriate notice, the Association shall also have the right to inspect and test the submeters, for accuracy. Each Owner with a submeter shall provide unobstructed access to the Association or Metering Company for any inspections and testing, and remove any items which would prohibit inspection and testing of such submeters upon prior notice of such inspection by the Association or Metering Company of an Owner's submeter. Additionally, the Association

shall be responsible for registering all submeters within the Community and be responsible for all submeter compliance and re-certification.

7.2.6 Additional Items. The Association shall also be responsible for maintaining any Improvements designated for Association maintenance in a Supplementary Declaration and/or that a majority of the Board or a majority of the Voting Power designates for maintenance by the Association.

7.2.7 Compliance with Maintenance Obligations. The Association shall comply with the Maintenance Obligations for the Association Property, Association Maintenance Areas, and any other areas to be maintained by the Association in accordance with the requirements of the Association Maintenance Manual and this Declaration. The Association's Maintenance Obligations in any Phase shall commence on the date Regular Assessments commence on Units in such Phase. Notwithstanding the foregoing, contractors or subcontractors of Declarant may be contractually obligated to maintain the landscaping or other Improvements on the Association Property and Association Maintenance Areas pursuant to warranties or other existing contractual obligations to Declarant. The Association shall not interfere with the performance of such warranty or other contractual maintenance obligations. Maintenance performed by such contractors or subcontractors of Declarant shall not serve to postpone the commencement of Regular Assessments pursuant to this Declaration, nor entitle an Owner to claim any offset or reduction in the amount of such Regular Assessments.

7.3 Maintenance Obligations of Owners.

7.3.1 Maintenance by Owners. Each Owner of a Condominium shall be responsible for the maintenance of the Improvements described on the Maintenance Chart attached hereto and the items described below.

(a) Solar Energy System. Each Owner shall be responsible for maintenance of that Owner's Solar Energy System and appurtenances. The Association shall have the right, but not the obligation, to oversee any work performed in connection with the Owner's Solar Energy System to ensure that the Roof and other portions of the Condominium Building are not damaged. If an Owner fails to cause any maintenance or repairs to be completed within a reasonable period of time after the Board has provided written notice to the applicable Owner and the Board determines that such repairs must be made to protect the health and safety of Occupants and/or to avoid damage to any other portion of the Condominium Building, the Board may, at its option, have such work completed and levy a Compliance Assessment against the defaulting Owner. Additionally, each Owner and each successive Owner shall be responsible for all of the following in accordance with California Civil Code Section 4746(b)(2): (a) the costs incurred by the Association to repair any damage to the Roof or other Association Property or other portions of Condominium Buildings resulting from the work performed in connection with the Owner's Solar Energy System; (b) the costs incurred by the Association to repair any damage to the Roof or other Association Property or other portions of Condominium Buildings after removal of the Owner's Solar Energy System; and (c) disclosing to prospective buyers of the existence of the Owner's Solar Energy System, the Solar Agreement and related responsibilities of the Owner under the Governing Documents and the Solar Agreement.

7.3.2 Other Maintenance Obligations. Each Owner shall perform any maintenance obligations designated in a Supplementary Declaration as a maintenance responsibility of an Owner whose Unit is subject to such Supplementary Declaration(s).

7.3.3 Quality of Maintenance. All maintenance required to be performed by an Owner pursuant to this Declaration shall be performed in such a manner as shall be deemed necessary in the judgment of the Association to preserve the attractive appearance thereof, and to protect the value thereof in compliance with all requirements of the Owner Maintenance Manual, the Maintenance Chart and the Maintenance Obligations. Any such maintenance of any of the foregoing which is visible from outside of a Unit shall be consistent with the existing design, aesthetics and architecture of the Community.

7.3.4 Compliance with Maintenance Obligations. By accepting a deed to a Condominium, each Owner acknowledges and agrees that each Owner is required to comply with all of the Maintenance Obligations and schedules set forth in the Owner Maintenance Manual, and each Owner is further obligated to provide a copy of all documents describing Maintenance Obligations to any successor purchaser of such Owner's Condominium.

7.3.5 Liability for Damage. Each Owner shall be liable to the Association for any and all costs and expenses which may be incurred by the Association to repair any damage to the Association Property and/or Association Maintenance Areas which may be sustained by reason of the negligence or willful misconduct of said Owner, the members of his family, his tenants, lessees, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Compliance Assessment against such Owner in accordance with the provisions of this Declaration.

7.3.6 Non-Compliance With Maintenance Obligations. If an Owner ("**Non-Maintaining Owner**") fails to perform its Maintenance Obligations as required under this Declaration, the Association, in addition to any other rights under this Declaration, shall have the right to cure such failure and the provisions set forth below shall apply.

(a) Maintenance Deficiencies. Upon a finding by the Association of a deficiency by a Non-Maintaining Owner in its Maintenance Obligations, the Association may provide to the Non-Maintaining Owner a written notice ("**Notice of Deficiency**"), which shall briefly specify the conditions which the Association finds to be deficient, and request that such deficiency be cured within a specified reasonable period of time. If the Association determines that such deficiency continues to exist at the end of the period of time specified in the Notice of Deficiency, the Association may, at its option, either: (a) enter on and accomplish the maintenance of such portion of the Property that continues to be deficient; (b) contract with another party to accomplish such maintenance; or (c) seek any other remedy available at law or in equity, including, without limitation, specific performance or an injunction to enforce the Non-Maintaining Owner's Maintenance Obligations provided herein. Any of the foregoing remedies may be employed at the option of the Association, and the failure to employ any of such remedies upon any occurrence giving rise to such remedies shall not be a waiver of the right to employ such remedies in connection with any other occurrence.

(b) Emergency Maintenance. If the Association determines that such deficiency constitutes an Emergency which requires action prior to the expiration of any cure period, the Association may take the actions provided for in this Section without a Notice of Deficiency being given in advance of taking such action, provided that as soon as reasonably practicable after taking the Emergency action the Association gives a Notice of Deficiency (without providing a cure period) to the Non-Maintaining Owner.

(c) Reimbursement of Association. If the Association elects to perform a Non-Maintaining Owner's Maintenance Obligations, whether by use of its own employees and equipment or by contract with a third party, the entire cost of accomplishing such maintenance shall be an obligation of the applicable Non-Maintaining Owner and shall be reimbursed by the Non-Maintaining Owner to the Association with interest at the Interest Rate within fifteen (15) days after receipt of a statement therefor. If such amounts are not reimbursed when due, the Association may levy a Compliance Assessment.

7.4 Duty to Protect Against Mechanics' Liens. In performing their Maintenance Obligations, and in connection with any other Improvements, the Association and any Owner (for the purposes of this Section, the "**Contracting Party**," as applicable) shall each promptly pay all costs, expenses, liabilities and liens arising out of or in any way connected with contracts for any service, labor or materials provided or supplied to the Property or the construction of any Improvements authorized or undertaken by the Contracting Party. A Contracting Party shall not cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community by the Contracting Party. If any Contracting Party causes or permits a lien to be filed, such Contracting Party shall: (a) immediately either cause the lien to be discharged within ten (10) days after notice to such

responsible party by the Contracting Party, or post a bond which protects the title of the affected Contracting Party to their Property; and (b) indemnify, protect, defend and hold harmless the other Owners and/or the Association, as applicable, from any loss, damage, liability, expense or claims whatsoever by reason of any expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defending against the foregoing claims incurred by the Association and/or another Owner and any costs of enforcing this indemnity prior to the defense thereof by the Contracting Party.

7.5 Liability to Declarant. So long as Declarant or AG has any obligation or liability under any permits issued by Governmental Entities, if an Owner or the Association is not in compliance with the provisions of this Article and as a result, Declarant or AG may incur any liability, Declarant and AG shall have the right but not the obligation to enter upon the applicable portion of the Community to correct such violation. If the Association or an Owner violates the requirements of this Article, the Association or Owner shall indemnify, protect, defend and hold Declarant, AG and their respective officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Article and shall, within fifteen (15) days after request from Declarant or AG, reimburse Declarant and AG for any costs and expenses it incurred as a result of a violation of this Article by the Association or Owner.

7.6 Inspection of the Community. The Association shall regularly inspect all major components of the Association Property and Association Maintenance Areas at least once each year. One of the primary purposes of the inspection shall be to determine how to extend the life of Association Property and Association Maintenance Areas Improvements and to prevent damage to such Improvements resulting from the Association's neglect or the failure to properly and adequately maintain. The Association shall keep appropriate records to document that it has performed all inspections and maintained all Improvements in compliance with the Association Maintenance Manual and this Declaration. For a period of ten (10) years after the date of the last close of escrow of a Condominium in the Community, Declarant shall have the right, but not the obligation, to inspect the Association Property and Association Maintenance Areas on a periodic basis, at least once each year, to determine whether any repair to or routine maintenance of the Association Property or Association Maintenance Areas is needed. Such inspection by Declarant shall be in addition to, not in place of, the inspections required of the Association in this Declaration. Nothing herein shall create an obligation of Declarant to inspect the Association Property or Association Maintenance Areas, to repair or maintain any portion thereof or any Improvements there within, or to cure any failure of the Association to perform its Maintenance Obligations. Notwithstanding the foregoing, the Association shall have all inspections performed and otherwise comply with California Civil Code Section 5551 to the extent the inspection is required for the Community under such section.

7.7 Future Construction. Nothing in this Declaration shall limit the right of Declarant to complete construction of Improvements to the Association Property and to Condominiums owned by Declarant or to alter them or to construct additional Improvements as Declarant deems advisable before completion and sale of the entire Community.

ARTICLE 8
DESIGN REVIEW

8.1 Scope of Review. No Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Unit or any Exclusive Use Easement Area until the Owner has submitted complete plans and specifications showing the nature, kind, shape, height and materials of such Improvements, including the color and any other requirements set forth in the Design Guidelines ("**Plans**"), and such Plans have been approved in writing as to harmony of external design and location with regard to surrounding structures and topography by the Board. In addition, the grade, level or drainage characteristics of the Unit, Exclusive Use Easement Area or any portion thereof shall not be altered without the prior written consent of the Board. An Owner shall also be obligated to obtain any approvals required by the City or other Governmental Entities.

8.2 Design Guidelines. The Board may, from time to time and in accordance with California Civil Code Section 4355, *et seq*., adopt, amend and repeal, rules and regulations to be known as "**Design Guidelines**." The Design Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Board review and guidelines for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community; provided, however, that the Design Guidelines shall not be in derogation of the standards required by this Declaration. The Design Guidelines shall be in compliance with all Applicable Laws including, without limitation, California Civil Code Sections 4720 and 4735.

8.3 Approval of Plans. Prior to the installation of any Improvements, or taking other action that requires the prior approval of the Board, the Owner ("**Applicant**") shall submit a complete set of Plans and any review fee required pursuant to the Design Guidelines and any other materials required by the Association in accordance with the Design Guidelines, including evidence satisfactory to the Board that the proposed Improvements are acceptable under the terms of this Declaration and the Design Guidelines, and comply with all Applicable Laws and, as applicable, building code requirements (such Plans and materials referred to collectively as, "**Application**").

8.3.1 Time Periods for Review. Within thirty (30) days after an Owner's proper submittal to the Board of an Application for approval, the Board shall consider and act upon such request. In the event the Board fails to approve or disapprove the Application within thirty (30) days after all documents and information requested by the Board have been received by it, the Owner requesting said approval may submit a written notice to the Board advising the same of its failure to act. If the Board fails to approve or disapprove any such Application within fifteen (15) days after the receipt of said notice from such Owner, said Application shall be deemed approved, provided that any Improvements conform to all conditions and restrictions contained in this Article and are aesthetically harmonious with similar structures erected within the Community.

8.3.2 Compliance With California Civil Code. In approving Plans submitted to it pursuant to this Article, the Board shall comply with the requirements of California Civil Code Section 4765.

8.3.3 Reconsideration. If a Design Review Committee is appointed and the Design Review Committee disapproves any Plans submitted by an Owner pursuant to this Article, the Applicant may submit a written request for reconsideration to the Board. The Board must receive such written request not more than thirty (30) days following the final decision of the Design Review Committee. Within thirty (30) days following receipt of the written request for reconsideration, the Board shall render its written decision in accordance with California Civil Code Section 4765. The decision of the Board shall be binding and final.

8.3.4 Effectiveness of Final Approval. The approval granted as provided above shall be effective for a period of twelve (12) months from the date of issuance. In the event construction does not commence within such twelve (12) month period, the approval shall be deemed to have expired and a new approval pursuant to the provisions of this Article must be obtained.

8.4 Inspection and Correction of Work. Inspection of work performed by or on behalf of Owner and correction of defects therein shall proceed as set forth below.

8.4.1 Right of Inspection. The Board or its duly authorized representative may enter into any Unit or Exclusive Use Easement Area, from time to time, as provided below during construction or installation of any Improvements for the purpose of inspecting the construction or installation thereof. If the Board determines that such construction and/or installation is not being done in substantial compliance with the approved Plans, it shall notify the Owner of such noncompliance. The Board may not enter into a Residence without obtaining the prior permission of the Owner or Occupant; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Board or its duly authorized representative during the daylight hours within forty-eight (48) hours of the request for entry.

8.4.2 **Notice of Completion**. Upon completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans are required under this Article, the Owner shall give written notice of completion thereof to the Board.

8.4.3 **Inspection**. Within thirty (30) days after receiving notice of completion, the Board, or its duly authorized representative, shall have the right to enter into a Unit, as provided in **Section 8.4.1** (Right of Inspection), to inspect the Improvements to determine whether they were constructed or installed in substantial compliance with the approved Plans. If the Board finds that such construction or installation was not done in substantial compliance with the approved Plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance.

8.4.4 **Non-Compliance**. If an Owner fails to remedy such non-compliance within thirty (30) days after the date of notice of non-compliance, the Board, after affording the Owner Notice and Hearing, shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board in its discretion may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance, and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Compliance Assessment against such Owner for reimbursement.

8.4.5 **Failure to Notify**. If for any reason the Board fails to notify the Owner of any non-compliance within sixty (60) days after receipt of the notice of completion from the Owner, the Improvements shall be deemed to be in accordance with said approved Plans.

8.4.6 **Government Regulations**. If in the event there is any conflict between the requirements or actions of the Board and the Applicable Laws relating to the Property, to the extent that such Applicable Laws are more restrictive, the Applicable Laws shall control, and the Board shall modify its requirements or actions to conform to the Applicable Laws; provided, however, that if the Applicable Laws are less restrictive, the provisions of this Declaration shall nonetheless apply. The application to and the review and approval by the Board of any Plans or other submittals by an Owner shall in no way be deemed to be satisfaction or compliance with any building permit process or other Applicable Laws or public utility requirements (hereinafter collectively referred to as "**Additional Requirements**"), the responsibility for which shall lie solely with the Owner; provided, however, if the Additional Requirements are less restrictive than the provisions of this Declaration or the other Governing Documents, this Declaration and the other Governing Documents shall nonetheless apply.

8.5 **Diligence in Construction**. Upon approval by the Board or Design Review Committee of any Plans, the Owner shall, if Owner elects to undertake the construction of the Improvements, commence construction of the Improvements within twelve (12) months from such approval by the Board or Design Review Committee, and once such Improvements are undertaken, diligently pursue the same to completion.

8.6 **Fee for Review and Inspection**. The Board shall have the right to establish a fee for the review and approval of Plans and inspection of Improvements that must be submitted to the Board pursuant to the provisions of this Article. The Board shall have the right to hire an outside consultant, the opinion of which the Board deems necessary in connection with its review of any plans submitted by any Owner, and such Owner shall be liable for payment of such consultant's fee.

8.7 **Interpretation**. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Board, and its decision shall be final, binding and conclusive on all of the parties affected.

8.8 Waiver. The approval by the Board of any Plans for any work done or proposed, or for any other matter requiring the approval of the Board under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar Plans or matter subsequently submitted for approval.

8.9 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall deliver an estoppel certificate, executed by any member of the Board (with respect to any Unit of said Owner), stating that as of the date thereof, either: (a) all Improvements made and other work completed by said Owner comply with this Declaration; or (b) such Improvements or work do not so comply, in which event the estoppel certificate shall also identify the non-complying Improvements or work and set forth with particularity the basis of such non-compliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through the Owner, shall be entitled to rely on said estoppel certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such Persons deriving any interest through them.

8.10 Liability. Neither the Board, any Design Review Committee, nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any Plans, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved Plans; (c) damage to the Community or any property within the Community; or (d) the execution and filing of an estoppel certificate pursuant to **Section 8.9** (Estoppel Certificate), whether or not the facts therein are correct; provided, however, that the Board member has acted in good faith on the basis of such information as may be possessed by him or her. Without in any way limiting the generality of the foregoing, the Board, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any Plans or any other proposal submitted to the Board.

8.11 Variances. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration or the Design Guidelines, including, without limitation, restrictions upon height, size, floor area or placement of Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing and must be signed by at least two (2) members of the Board and shall become effective upon execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Unit or Exclusive Use Easement Area and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all Applicable Laws or Additional Requirements affecting its use of the Condominium, including, without limitation, zoning ordinances and lot setback lines or requirements imposed by the City or any other Governmental Entities.

8.12 Appointment of Design Review Committee. The Board shall have the right to delegate its review and approval rights under this Article to a Design Review Committee or an outside consultant. If the Board so elects to appoint members to serve as a Design Review Committee, the Design Review Committee shall consist of a minimum of three (3) members and a maximum of five (5) members. One (1) alternate member may be designated by the Board to act as a substitute on the Design Review Committee. In the event the Board appoints an Design Review Committee, the rights and obligations set forth in **Section 8.3** (Approval of Plans) (other than **Section 8.3.3** (Reconsideration)), and **Section 8.4** (Inspection and Correction of Work), and/or such other rights and obligations under this Article as the Board may delegate in writing to the Design Review Committee, shall apply to the Design Review Committee and all references to the Board in such Sections shall be deemed to refer to the Design Review Committee. The initial members of the Design Review Committee shall be representatives of Declarant (or its agents) until one (1) year after the original issuance of the Public Report for the Property ("**First Anniversary**"). After the First Anniversary, the Board may appoint and remove one (1) member of the Design Review Committee, and Declarant may, but is not obligated to, appoint and remove a majority of the members of the Design Review Committee and fill any vacancy of such majority, until the earlier of: (a) the date of the close of

escrow for the sale of the Condominium representing the ninetieth (90th) percentile close of escrow of all the Condominiums in the Community and the Annexable Property, or (b) the fifth (5th) anniversary of the original issuance of the Public Report for the Property, after which the Board may appoint and remove all members of the Design Review Committee. Design Review Committee members appointed by the Board must be Owners, but Design Review Committee members appointed by Declarant need not be Owners. Directors may serve as Design Review Committee members. The Board may, upon notice, remove any member of the Design Review Committee, other than a member appointed to the Design Review Committee by Declarant. Exercise of the right of appointment and removal as set forth herein shall be evidenced by the specification in the minutes of the Association of each new Design Review Committee member or alternate member appointed and each member or alternate replaced or removed from the Design Review Committee.

8.13 Compensation. The members of any Design Review Committee appointed by the Board shall receive no compensation for services rendered other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Design Review Committee for the purpose of providing professional services, in which event reasonable compensation for such member shall be approved by the Board.

8.14 Declarant Exemption. The provisions of this Article shall not apply to any Improvements installed by Declarant or repaired by Declarant pursuant to the Limited Warranty or Civil Code Section 895, *et seq*., and neither the Board nor the Design Review Committee shall have any rights of review or approval with respect thereto.

ARTICLE 9
DEVELOPMENT RIGHTS

9.1 Limitations of Restrictions. Declarant is undertaking the work of developing Condominiums and other Improvements within the Community. The completion of the development work and the marketing and sale, rental and other disposition of the Condominiums by Declarant are essential to the establishment and marketing of the Property as a first class condominium community. In order that the work may be completed, nothing in this Declaration shall be interpreted to deny Declarant the rights set forth in this Article.

9.1.1 Access. Declarant and its agents, contractors and subcontractors shall have the right to obtain reasonable access over and across the Association Property or do within any Unit owned by it whatever is reasonably necessary or advisable in connection with the completion of the Community and the development, marketing and maintenance thereof, and Declarant and its contractors and subcontractors shall have such rights of access over and across the Association Property for purposes of satisfying any obligation of Declarant that Declarant has secured by a bond in favor of Governmental Entities.

9.1.2 Construct Improvements. Declarant and its contractors and subcontractors shall have the right to erect, construct and maintain on the Association Property or within any Condominium owned by Declarant such structures or Improvements, including, without limitation, sales offices and signs, as may be reasonably necessary for the conduct of its business to complete the work, establish the Community as a residential community and dispose of the Community or other communities owned by Declarant by sale, lease or otherwise, as determined by Declarant in its sole discretion and to perform or complete any work to improvements required for Declarant to obtain a release of any bonds posted by Declarant with Governmental Entities.

9.1.3 Grant Easements. Declarant shall have the right to establish and/or grant such easements and rights of way on, over, under or across all or any part of the Association Property to or for the benefit of Governmental Entities or public organization, or any public utility entity or cable television provider, for the purpose of constructing, erecting, operating and maintaining Improvements thereon, therein or thereunder at that time or at any time in the future. The Governmental Entities

furthermore are granted an easement across the Association Property for ingress and egress for use by emergency vehicles of the Governmental Entities.

9.2 Size and Appearance of Community. Declarant shall not be prevented from increasing or decreasing the number of Condominiums that may be annexed to the Community or from changing the exterior appearance of Association Property structures, the landscaping or any other matter directly or indirectly connected with the Community in any manner deemed desirable by Declarant, provided Declarant obtains governmental consents required by Applicable Laws. The nature, design, quality and quantity of all Improvements to the Association Property and Association Maintenance Areas shall be determined by Declarant, in its sole discretion.

9.3 Marketing Rights. Declarant shall have the right to: (a) maintain structures (including model homes), signs, billboards, sales offices, storage areas and related facilities on any portion of the Property as are necessary or reasonable, in the opinion of Declarant, for the sale, leasing or disposition of any Condominiums; (b) use such portions of the Condominiums as may be necessary or advisable to complete the sale or leasing of the Condominiums; (c) maintain construction, leasing and/or sales offices within the Property; (d) place signs, flags, banners, balloons and other promotional advertising materials on the Condominium Buildings and other portions of the Property, during the marketing and leasing of Condominiums or any grand opening; (e) provide ongoing maintenance, operation, service, construction, punch out, and repairs to any portion of the Units and other Improvements within any portion of the Property; (f) change the appearance of portions or all of the Property, or change the development plan if Declarant complies with Applicable Laws; (g) enter within or upon the Property in exercising the inspection and cure rights granted to Declarant under any other warranty rights or obligations; (h) make reasonable use of the Association Property and facilities for the sale of any Condominium; and (i) conduct their business of disposing of the Condominiums by sale, lease or otherwise.

Any easement rights reserved by Declarant for marketing, sales or leasing shall continue until Declarant has conveyed all of the Units within the Property and Annexable Property to Owners under a Public Report, and any easement rights reserved by Declarant in favor of Declarant for any construction, inspection or cure purposes shall be for a term and duration co-extensive with Declarant's interest in any portion of the Property or Annexable Property.

9.4 Title Rights. This Declaration shall not be construed to constitute a limitation on Declarant's title rights to the Annexable Property prior to its Annexation, nor shall it impose any obligation on Declarant or any other Person to improve, develop or annex any portion of the Annexable Property. Subject to the limitations and conditions set forth in **Section 1.26** (Declarant), the rights of Declarant under this Declaration may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a deed, option or lease. Subject to the limitations and conditions set forth in **Article 19** (Co-Declarant; Rights of AG), this Declaration shall not be construed to limit the right of Declarant at any time prior to such an assignment to establish additional licenses, reservations and rights-of-way to itself, to utility companies, to Governmental Entities, or to others as may be reasonably necessary to the proper development and disposal of property owned by Declarant.

9.5 Control of Access into the Community. Until development of the Community is complete and Declarant has concluded sales, leasing or other marketing programs, Declarant shall have the exclusive right to control all aspects of the operation of any and all Community entry facilities, if any, (including, without limitation, locking the Community entry facilities in an open position for sales purposes, and opening any or all of the Community entry facilities to provide access for construction traffic in accordance with Applicable Laws). Consequently, access into the Community may be open to the public for an extended period of time. At such time as Declarant relinquishes its right to control the operation of all of the Community entry facilities, such facilities will be owned, operated and controlled by the Association. The presence of entry facilities in the Community is not a warranty or representation by Declarant that any security is being provided to any Owner or to any Owner's Residence, person or property.

9.6 Declarant Exemptions. None of the covenants, restrictions and limitations set forth in **Article 2** (Use Restrictions), **Article 8** (Design Review) or elsewhere in this Declaration shall be applied to the development, construction, marketing or sales or leasing activities of Declarant or construed in such a manner as to prevent or limit development, construction, marketing, leasing or sales activities by Declarant. This Section shall not be amended or removed without Declarant's prior written consent so long as Declarant owns any portion of the Property or Annexable Property. Declarant and any Person to whom Declarant has assigned all or a portion of its rights as Declarant under this Declaration is exempt from the restrictions established under **Article 2** (Use Restrictions) and **Article 8** (Design Review).

9.7 Declarant's Veto Right. Declarant has the right to veto the Association actions listed in this Section. This veto right shall terminate on the date on which the Class B membership ceases and is converted to Class A membership under **Section 5.2.2** (Class B Members). The following actions are subject to Declarant's veto: (a) any change in the general, overall architectural and landscaping design of the Community; (b) all decisions of the Design Review Committee, any decisions made on appeal to the Board, and any decision to terminate the Design Review Committee; (c) the decision to terminate the Board; (d) modifications to level or frequency of maintenance of Association Property, Association Maintenance Area or to the Maintenance Obligations; (e) any significant reduction of Association Property services, the amount of Assessments or entering into contracts for maintenance or other goods and services benefiting the Association or the Association Property at contract rates which are fifteen percent (15%) or more below the reasonable cost for such maintenance, goods or services as determined pursuant to the Maintenance Obligations; and (f) modification of a Special Benefit Area.

9.8 Participation in the Association.

9.8.1 Observation of Open Meetings. Until neither Declarant nor AG owns any portion of the Property or Annexable Property, the Association shall provide Declarant and AG with written notice of all meetings of the Board and Declarant shall be entitled, without obligation, to have a representative present at all such Board meetings, excluding any meetings while the Board is in executive session. In furtherance of Declarant's rights and the performance of the obligations of Declarant, the Association and Owners under Division 2, Part 2, Title 7 of the California Civil Code (Section 895, et seq.) as amended from time to time ("**Right to Repair Act**"), Declarant shall have the right to observe and speak at open meetings of the Board in accordance with this Section. Commencing on the date on which Declarant no longer has a representative on the Board, and continuing until the date of expiration of all applicable statutes of limitations or repose for the filing of a complaint or suit or other legal remedies against Declarant by the Association under the Right to Repair Act (including any tolling periods): (a) the Association shall provide Declarant with written notice of all meetings of the Board that is open for any Owner to attend (each, an "**Open Meeting**"); (b) Declarant shall be entitled to have its representatives attend all Open Meetings and speak (during the Owner comment period) on matters governed by the Right to Repair Act, including maintenance and repair of Association Property, Association Maintenance Areas, Units and Improvements thereon; and (c) Declarant representatives shall be entitled to receive copies of the minutes, proposed minutes and summary minutes of all Open Meetings and meetings of members, upon request for, and reimbursement of, the actual costs to copy and mail such minutes. This Section creates no right in representatives of Declarant to attend executive sessions of the Board or to participate in deliberations by the Board. Declarant representatives shall attend any Open Meeting they are permitted to attend under this Section in an observer capacity only, and they shall not have any right to vote on matters coming before the Board.

9.8.2 Limit on Actions. Until Declarant no longer owns any portion of the Property or the Annexable Property, the following actions, before being undertaken by the Association, must first be approved in writing by Declarant: (a) any amendment to the Governing Documents or action requiring the approval of First Mortgagees; (b) the levy of a Capital Improvement Assessment for the construction of new facilities not constructed on the Association Property by Declarant; or (c) subject to those provisions of **Section 6.6** (Changes to Assessments) regarding limitations on yearly Assessment increases, any significant reduction of Association Property maintenance or other services, or entering into contracts for maintenance or other goods and services benefiting the Association or the Association Property at contract

rates which are fifteen percent (15%) or more below the reasonable cost for such maintenance, goods or services as determined pursuant to the maintenance provisions contained in this Declaration.

9.9 AG Rights. Notwithstanding any other provision of this Declaration, as long as Lennar holds any rights of Declarant under this Declaration, Lennar shall not, without the prior written consent of AG, have the right to exercise any of the "Declarants" rights under this Declaration in any manner that will have a material or adverse impact on the Property or Annexable Property owned by AG.

ARTICLE 10
INSURANCE

10.1 Association's Insurance Obligations.

10.1.1 Liability Insurance. The Association shall obtain and maintain liability insurance providing coverage at least as broad as a current Insurance Services Office, Inc. ("**ISO**") commercial general liability insurance form or its equivalent (including coverage for medical payments and coverage for owned and non-owned automobiles, if applicable), insuring the Association, Declarant (as long as Declarant is the Owner of any portion of the Property or the Annexable Property) and the Owners against liability arising from the ownership, operation, maintenance and use of the Association Property and Association Maintenance Areas by the Association and the performance by the Association of its duties under this Declaration. Such coverage shall also include legal liability arising out of lawsuits related to employment contracts of the Association, if any. Coverage for such matters shall be primary to any coverage provided by any other liability insurance policy maintained by such insureds. The limits of such insurance shall at all times meet or exceed the minimum requirements of California Civil Code Section 5805. Such insurance shall include coverage against water damage liability, a broad form named insured endorsement, if reasonably available as determined by the Board, and may include coverage against any other liability customarily covered with respect to properties similar in construction, location and use, all as may be determined by the Board. Such policy shall include, if reasonably available as determined by the Board, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

10.1.2 Property Insurance. The Association shall obtain and maintain property insurance for the risks covered by, and providing coverage at least as broad as, a current ISO "special form" policy or its equivalent, insuring: (i) all Improvements upon, within or comprising the Association Property and Association Maintenance Areas, including fixtures and building service equipment; (ii) all personal property owned or maintained by the Association, and (iii) any items required to be included under Subsection (a) below (collectively, "**Association Insured Property**"). Such insurance shall be maintained in the amount of the maximum insurable replacement value of the property as determined annually by the Board. Such coverage may exclude land, foundations, excavations, and other items typically excluded from property insurance coverage on properties similar in construction, location and use.

(a) Units. The policy shall be a "bare-walls" policy and will not insure any portion of the Unit, unless the Board determines that it is in the best interest of the Association for the policy to include some or all of the interior building fixtures such as carpet, wall coverings, cabinets, etc.

(b) Course of Construction. Whenever any Improvements or alterations to the Association Insured Property are in the course of construction, the insurance required under this Section shall be carried by the Association in builder's risk form written on a completed value basis, insuring against loss to the extent of at least the full replacement value of the Association Insured Property (excluding foundations and footings, except for earthquake coverage) of the Property being covered.

(c) Payment of Insurance Proceeds. Subject to the rights of Mortgagees, the proceeds from such property insurance shall be payable to the Association or an insurance trustee ("**Trustee**") to be held in trust for the benefit of the Association and the Owners, Mortgagees and others, as their respective interests shall appear. If so named as an insured, the Trustee shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to

perform such other functions as are necessary to accomplish this purpose. The Trustee shall be a commercial bank or other financial institution with trust powers in the County that agrees in writing to accept such trust.

(d) Primary. With respect to Association Insured Property, the property insurance maintained by the Association shall be primary and noncontributing with any other property insurance maintained by an Owner covering the same loss.

(e) Endorsements. The property insurance policy shall contain, to the extent available on commercially reasonable terms as may be determined by the Board, the following endorsements or their equivalents: agreed amount, boiler and machinery (to the extent applicable), inflation guard, ordinance or law, replacement cost, and such other endorsements as may customarily be obtained with respect to properties similar in construction, location and use, as may be determined by the Board.

(f) Adjustment of Losses. The Association shall timely file, pursue and complete the adjustment of all claims arising under the property insurance policies carried by the Association. The Board is appointed attorney-in-fact by each Owner (except for the Secretary, U.S. Department of Veterans Affairs), to negotiate and agree on the value and extent of any property damage under any policy carried by the Association. The Board is granted full right and authority to: (i) compromise and settle any property damage claim under any policy of property insurance carried by the Association, or enforce any such claim by legal action or otherwise; and (ii) execute releases in favor of any insurer with respect to any such claim.

(g) Waiver of Claims and Subrogation. The Association waives all claims against the Owners for any damage to the Association Insured Property (including without limitation, any loss of use of such property), except that the Association may claim against an Owner for property damage caused by that Owner to the extent that either: (i) the peril causing such damage is not covered by the property insurance required by this Declaration to be maintained by the Association or the property insurance actually maintained by the Association (whichever is greater), provided that such Owner's liability for such uninsured damage is limited to the amount of liability insurance required to be maintained by such Owner pursuant to this Declaration; (ii) the peril causing such damage is covered by the Association's property insurance, but the damage is within the amount of the deductible or self-insured retention, provided that such Owner's liability for such damage is limited to the amount of liability insurance required to be maintained by such Owner pursuant to this Declaration; or (iii) such damage is caused by the gross negligence or willful misconduct of that Owner. Any property insurance policy obtained by the Association must contain a waiver of subrogation rights by the insurer consistent with this Section; provided, however, that a failure or inability of the Association to obtain such a waiver from an insurer shall not defeat or impair the waivers between the Association and the Owners as set forth herein. If an Owner is liable for damage under this Section, the Association may, after Notice and Hearing, levy a Compliance Assessment equal to the amount of damage for which the Owner is responsible, and the increase, if any, in insurance premiums directly attributable to such damage. The waivers of claims and subrogation set forth in this subsection apply only in favor of the Owners and do not limit or waive, release or discharge any claims that the Association (or its insurers) may have against any third party, including without limitation any contractor, service provider, agent, or Invitee, provided that such waivers shall also apply in favor of a Lessee if and to the extent that the Owner has similarly agreed in such lease agreement to a waiver of claims and subrogation against such Lessee.

10.1.3 Fidelity Bond. The Association shall maintain a commercial crime policy or a fidelity bond in an amount equal to the greater of: (a) the estimated maximum amount of funds, including reserves, expected to be regularly held by or on behalf of the Association or a managing agent at any given time during the term of the fidelity bond; and (b) three (3) months' aggregate of the Regular Assessments on all Condominiums plus any reserve funds. If the Association maintains a bond, the bond shall name the Association as obligee and if the Association maintains insurance, the policy shall name the Association as the insured and shall insure against loss by reason of the acts of the officers, directors and employees of the Association, and any managing agent and its employees, whether or not such persons are compensated for their services. The bond shall contain waivers by the issuers of the bond of all defenses

based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

10.1.4 Worker's Compensation Insurance. The Association shall maintain worker's compensation insurance to the extent necessary to comply with all Applicable Laws.

10.1.5 Directors and Officers Insurance. The Association shall maintain a policy insuring the Association's officers and directors against liability for their acts or omissions while acting in their capacity as officers and directors of the Association. The limits of such insurance shall at all times meet or exceed the minimum requirements of California Civil Code Section 5800.

10.1.6 General Policy Requirements. All insurance policies the Association is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A/VIII" by A.M. Best Company, Inc. and otherwise reasonably satisfactory to the Association. If an A.M. Best Company, Inc. rating is not available, a comparable rating service may be used. Such insurance policies may have reasonable deductible amounts comparable to those customarily maintained with respect to properties similar in construction, location and use, as may be determined by the Board. For projects approved by FNMA, the maximum deductible may not exceed the maximum deductible, if any, established by FNMA. For projects approved by FNMA and/or FHA, the insurance may not be prejudiced by any acts, negligence or omissions of Owners which is not in the control of such Owners collectively. The coverage amounts required for such insurance policies may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article. The name of the insured under such policy must be set forth therein substantially as follows: "Trellis Community Association for use and benefit of the individual homeowners". The Board is appointed attorney-in-fact by each Owner (except for the Secretary, U.S. Department of Veterans Affairs) for the purpose of purchasing and maintaining property and liability insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

10.1.7 Copies of Policies. Copies of all insurance policies of the Association shall be retained by the Association and available for inspection by Owners and First Mortgagees at reasonable times. All such insurance policies and fidelity bonds shall provide that they shall not be cancelable or substantially modified by the insurer without first giving at least thirty (30) days prior notice in writing to the Association, Owners and First Mortgagees (and in the case of any FNMA Mortgage, the servicer of such Mortgage), except that ten (10) days prior written notice shall be required if the cancellation is for non-payment of premiums. In addition to the foregoing, the Association shall provide to the Owners such information regarding the insurance of the Association as may be required by Applicable Laws or under the Bylaws.

10.1.8 Earthquake Insurance. ALL PARTIES ACKNOWLEDGE THAT EARTHQUAKE INSURANCE IS NOT INCLUDED IN THE COMMUNITY BUDGET AND IS NOT BEING OBTAINED BY DECLARANT FOR THE BENEFIT OF THE OWNERS OR THE ASSOCIATION. NEITHER DECLARANT NOR THE ASSOCIATION IS OBLIGATED TO MAINTAIN EARTHQUAKE INSURANCE ON THE COMMUNITY OR ANY PORTION THEREOF. Declarant or any Owner (and/or their respective lenders) may maintain earthquake insurance for their own benefit, but the premiums therefor may not be included by Declarant or the Association in the assessments. Notwithstanding the foregoing, at such time as the Board is no longer controlled by Declarant, the Association may, in its discretion, (but without any obligation to do so) obtain earthquake insurance from time to time, on those portions of the Community that are to be insured by the Association, and if so obtained, the premiums for such insurance may be included in the Assessments. All parties acknowledge that earthquake insurance is typically very expensive and if purchased by the Association a material increase in Assessments may be required to cover the additional cost of such insurance.

10.1.9 Compliance with Federal Regulations. Notwithstanding any other provisions contained herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the minimum insurance and fidelity bond requirements established

by Federal Agencies, so long as any of the above is a Mortgagee or an Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by the Federal Agencies as applicable. If the FNMA or FHLMC requirements conflict, the more stringent requirements shall be met.

10.2 Owners' Insurance Obligations. Each Owner is strongly advised to seek the advice of a qualified insurance consultant regarding: (i) the amount of property insurance the Owner should procure for casualty losses to property not covered under the Association's property insurance policy; and (ii) the amount of personal liability insurance coverage the Owner should maintain, subject to the requirements of Owners to obtain the insurance coverage set forth in this Section.

10.2.1 Property Insurance.

(a) Units. Each Owner shall obtain and maintain at its sole expense property insurance for the risks covered by, and providing coverage at least as broad as, a current ISO Form HO-6 Policy (residential condominium homeowners insurance policy) or its equivalent, insuring (i) all personal property located within the Owner's Unit and Exclusive Use Easement Areas including without limitation any property of others under the care, custody, or control of Owner, except the Association's Property; (ii) everything within a Unit, such as drywall, wallpaper, paneling, floors, carpet, cabinetry, fixtures, and appliances; (iii) any Solar Energy System serving Owner's Unit not otherwise covered under the terms of any Solar Agreement between Owner and a Solar Company; and (iv) any upgrades, Improvements and betterments which are not Association Insured Property and which are located within the Unit or Exclusive Use Easement Areas (including landscaping Improvements) (collectively referred to as the "**Residential Owner's Property**") for an amount equal to the maximum insurable replacement value thereof. Notwithstanding the foregoing, if pursuant to **Section 10.1.2** (Property Insurance) the Board elects to insure any of the items required to be insured by the Owners under this **Section 10.2.1** (Property Insurance), the Owners will be relieved of their obligation to obtain and maintain insurance for any improvement within the Unit which the Association elects to insure. The insurance that each Owner obtains and maintains at its sole expense protects against any damage to, or loss of the Owner's property, and the cost of repair or replacement of damaged items. Owners failing to obtain or maintain insurance as required by this subsection (a) shall be responsible for all damages to the Association caused by the failure to obtain or maintain such insurance. The damages may include, but are not limited to: cancellation of Association's insurance policy, increase in premiums, out of pocket payments, etc.

(b) Waiver of Claims and Subrogation. Each Owner waives all claims against the Association for any damage to the real and personal property that such Owner is obligated under this Declaration to insure (including without limitation any loss of use of such property), except that an Owner may claim against the Association for property damage to the extent that the damage is caused by the gross negligence or willful misconduct of the Association or its managing agent. Any property insurance policy obtained by an Owner must contain a waiver of subrogation rights by the insurer consistent with this Section; provided, however, that a failure or inability of an Owner to obtain such a waiver from an insurer shall not defeat or impair the waivers between the Owners and the Association set forth herein.

The waivers of claims and subrogation set forth in this Subsection apply only in favor of the Association and do not limit or waive, release or discharge any claims that an Owner (or its insurers) may have against any third party, including without limitation any contractor, service provider, agent, other Owner, or Invitee; provided, that such waivers shall also apply in favor of the Association's managing agent if and to the extent that the Association has similarly agreed in a written management agreement to a waiver of claims and subrogation against such managing agent.

(c) Liability Insurance. Each Owner shall, at such Owner's sole cost and expense maintain liability insurance providing coverage at least as broad as the current ISO commercial general liability insurance form or its equivalent (including coverage for medical payments), insuring the Owner against liability arising from the ownership, operation, maintenance and use of the Owner's Unit, Exclusive Use Easement Area and Solar Energy System by such Owner. Such liability insurance shall have limits of liability of not less than Three Hundred Thousand Dollars ($300,000) per occurrence and Three Hundred Thousand Dollars ($300,000) general aggregate.

10.2.2 Copies of Policies. The Association shall have the right but not the obligation to request copies of any insurance policy or certificate of such insurance which an Owner is required to maintain pursuant to this Declaration, and in such case, the Owner shall deliver a copy to the Association within fifteen (15) days upon request. All policies shall indicate they may not be canceled or modified without thirty (30) days prior written notice to the Association, except that ten (10) days prior written notice shall be required if the cancellation is for non-payment of premiums. The acceptance of a copy of an insurance policy by the Association from an Owner shall not constitute a waiver of any of the insurance requirements set forth herein.

10.2.3 General Policy Requirements. All insurance policies the Owners are required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "B/VII" by A.M. Best Company, Inc. in *Best's Insurance Reports* and otherwise reasonably satisfactory to the Association. The coverage types and amounts required for such insurance may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article, including without limitation condominium Owners' policy forms that provide both property damage and liability insurance coverage under one policy.

10.3 Compliance With Insurance Requirements in Documents of Record. The Association shall obtain insurance as required by any document of record affecting the Association Property or Association Maintenance Areas. Each Owner shall obtain insurance as required by any document of record affecting such Owner's Unit.

10.4 Review of Insurance. The Board shall review the adequacy of all insurance required by this Declaration to be maintained by the Association and by the Owners at least once every year. The review shall include a reasonable determination of the replacement cost of all Association Insured Property without respect to depreciation.

10.5 Association's Authority to Revise Insurance Requirements. Subject to any statutory insurance requirements, the Board shall have the power and right to adjust and modify the insurance requirements for Owners and the Association set forth herein to require coverage and protection that is customarily carried by and reasonably available to prudent owners and associations of projects similar in construction, location and use. If the Board elects to materially reduce the coverage required to be maintained by the Association from the coverage required in this Article, the Board shall make all reasonable efforts to notify the Owners and Mortgagees of the reduction in coverage and the reasons therefor at least thirty (30) days prior to the effective date of the reduction. The Association and its directors and officers and the Owners shall have no liability to each other or to any Mortgagee and shall not be in breach of their obligations hereunder if, after a good faith effort, the Association or Owner is unable to obtain one or more of the insurance coverages required hereunder to the extent the insurance is no longer available, or, if available, the insurance can be obtained only at a cost that the Board, in its sole discretion, determines is unreasonable under the circumstances, or in the case of insurance required to be maintained by the Association, if the Owners fail to approve any Assessment increase needed to fund the insurance premiums.

10.6 Flood Insurance. If any of the Condominiums are located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association must obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the Condominium Buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following: the lesser of: (a) the maximum coverage available under the NFIP for all Condominium Buildings and other insurable property within the Condominium to the extent that such Condominium Buildings and other insurable property are within an area having special flood hazards; or (b) one hundred percent (100%) of current replacement cost" of all such Condominium Buildings and other insurable property within such area. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

ARTICLE 11
DESTRUCTION OF IMPROVEMENTS AND CONDEMNATION

11.1 Restoration Defined. As used in this Article, the term "restore" or "restoration" shall mean repairing, rebuilding or reconstructing damaged Improvements to substantially the same condition and appearance in which it existed prior to fire or other casualty damage. The Association shall have the obligation to restore the Association Property in accordance with the provisions of this Article.

11.2 Restoration Proceeds for Association Property. The Association shall be obligated to restore all Association Insured Property.

11.2.1 Sufficient Proceeds. The costs of restoration of the damaged Improvement shall be paid first from any insurance proceeds paid to the Association under existing insurance policies. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association. Notwithstanding the foregoing, if the excess proceeds paid to the Association are from an insurance policy funded under a Special Benefit Area Budget, then the excess proceeds under such insurance policy shall be deposited into the Special Benefit Area's reserve fund. If the insurance proceeds are insufficient to restore the damaged Improvement, the Board shall then add to the insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored. If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to restore the damaged Improvements, and if such claims are not waived, the Association shall determine whether to levy a Compliance Assessment against any Owner or Owners who caused such damage in accordance with **Section 10.1.2(g)** (Waiver of Claims and Subrogation). If the aggregate amount of insurance proceeds and such reserve account funds are insufficient to pay the total costs of restoration, a Special Assessment against all Owners shall be levied by the Board up to the maximum amount permitted without the approval of the Members in accordance with the limitations set forth in this Declaration and by law. If the total funds then available are sufficient to restore the damaged Improvement, the Improvement shall be restored.

11.2.2 Insufficient Proceeds. If the total funds available to the Association are still insufficient to restore the damaged Improvement, then the Board first shall attempt to impose an additional Special Assessment pursuant to subsection (a) below, and second to use a plan of alternative reconstruction pursuant to subsection (b) below. If the Members do not approve such actions, then the entire building of which the damaged Improvement is a part shall be sold pursuant to subsection (c) below.

(a) Additional Special Assessment. If the total funds available to restore the damaged Improvement as provided in **Section 11.2** (Restoration Proceeds for Association Property) are insufficient, then a meeting of the Members shall be called for the purpose of approving a Special Assessment to make up all or a part of the deficiency ("**Additional Special Assessment**"). If the amount of the Additional Special Assessment approved by the Members, and the amounts available pursuant to **Section 11.2** (Restoration Proceeds for Association Property), are insufficient to restore the damaged Improvement, or if no Additional Special Assessment is approved, the Association shall consider a plan of alternative reconstruction in accordance with subsection (b). Notwithstanding the foregoing, if an Additional Special Assessment is necessary for restoring a damaged Improvement that is only applicable to a Special Benefit Area, then a meeting of Owners of Condominiums in the impacted Special Benefit Area shall be called for the purpose of approving the Additional Special Assessment.

(b) Alternative Reconstruction. The Board shall consider and propose plans to reconstruct the damaged Improvement making use of whatever funds are available to it pursuant to **Section 11.2** (Restoration Proceeds for Association Property) and subsection (a) above ("**Alternative Reconstruction**"). All proposals shall be presented to the Owners. If two-thirds of the Voting Power of the Owners whose Units were materially damaged, as determined by the Association ("**Affected Owners**") and a majority of the Voting Power, including the Affected Owners, agree to any plan of Alternative Reconstruction, then the Board shall contract for the reconstruction of the damaged Improvement in accordance with the plan of Alternative Reconstruction making use of whatever funds are then available to

it. If no plan of Alternative Reconstruction is agreed to, then the provisions of subsection (c) shall apply. Notwithstanding the foregoing, if the damaged Improvement is only located in a Special Benefit Area, then only the approval of two-thirds of the Voting Power of the Affected Owners and a majority of the Voting Power of the Owners in the impacted Special Benefit Area is required to agree to the plan of Alternative Reconstruction.

(c) Sale of Building. If the damaged Improvement is part of a Condominium Building ("**Damaged Building**"), the damage renders one or more of the Condominiums uninhabitable, and the Improvements will not be restored in accordance with the provisions of subsections (a) and (b) above, the Board, as the attorney-in-fact for each Owner of a Condominium in the Damaged Building, shall be empowered to sell the Damaged Building, including all Condominiums therein, in their then present condition, on terms to be determined by the Board, provided that the Board receives adequate assurances that the purchaser shall, and has the financial capability to: (i) restore the Damaged Building (either by renovation or removal and rebuilding); (ii) remove the Damaged Building (including foundations), grade the area, and appropriately landscape or otherwise improve the area; or (iii) perform any combination of the foregoing. Any work to be performed by the purchaser with respect to any of the foregoing shall be subject to the provisions of this Declaration. In lieu of selling the Damaged Building to a third Person, the Association may purchase the Condominium Building on satisfaction of the following conditions: (a) Members holding at least sixty-seven percent (67%) of the total Voting Power (including the votes allocated to the Condominiums within the Damaged Building) approve of the purchase; (b) the purchase price is the fair market value of the Damaged Building as of the date of sale as determined by an appraisal made by a qualified and independent real estate appraiser; (c) any special assessment needed to fund the purchase price shall be levied against all Condominiums, including the Condominiums within the Damaged Building; and (d) the Association has an adequate source of funds to repair, renovate or rebuild all or a portion of the Damaged Building and to remove and appropriately landscape the remaining area. For this purpose, no Condominium that is being purchased shall be subject to any Assessment intended to be used as a source of such funds. Notwithstanding the foregoing, if the Damaged Building is only located in a Special Benefit Area(s), then in lieu of selling the Damaged Building to a third Person, the Association may purchase the Damaged Building on satisfaction of the following conditions: (a) Members holding at least sixty-seven percent (67%) of the total Voting Power of the Condominium Owners in the impacted Special Benefit Area(s) (including the votes allocated to the Condominiums within the Damaged Building) approve of the purchase; (b) the purchase price is the fair market value of the Damaged Building as of the date of sale as determined by an appraisal made by a qualified and independent real estate appraiser; (c) any Special Assessment needed to fund the purchase price shall be levied against all Condominiums in the impacted Special Benefit Area(s), including the Condominiums within the Damaged Building; and (d) the Association has an adequate source of funds to repair, renovate or rebuild all or a portion of the Damaged Building and to remove and appropriately landscape the remaining area. For this purpose, no Condominium that is being purchased shall be subject to any Assessment intended to be used as a source of such funds.

(d) Distribution of Proceeds. The proceeds from the sale, together with the insurance proceeds received and any reserve funds allocated to the Damaged Building, after deducting therefrom the Association's sale expenses, including commissions, title and recording fees, and legal costs, shall be distributed among the Owners in the Damaged Building and their respective Mortgagees, in proportion to the respective fair market values of these Condominiums immediately prior to the date of the event causing the damage as determined by an independent appraisal made by a qualified real estate appraiser selected by the Board.

If a Damaged Building is removed and not restored so that the new building contains the same number of Condominiums as the removed building, the Board shall take appropriate steps to adjust the property interests of the remaining Owners and to effect such amendments as may be necessary to this Declaration, the Condominium Plan and the Map to reflect the revised property interests and other related changes.

11.3 Rebuilding Contract. The Board or its authorized representative shall obtain bids from at least two (2) licensed and reputable contractors and shall accept the restoration work from whomever the Board determines to be in the best interests of the Members. The Board shall have the authority to enter into a written contract with the contractor for such restoration, and the insurance proceeds shall be

disbursed to the contractor according to the terms of the contract. The Board shall take all steps necessary to assure the commencement and completion of authorized restoration at the earliest possible date. Such restoration shall be commenced no later than one hundred eighty (180) days after the event requiring restoration and shall thereafter be diligently prosecuted to completion. Such restoration shall return the damaged Improvements to substantially the same condition and appearance in which it existed prior to the damage or destruction.

11.4 Private Streets. The Association shall restore the Private Streets. In the event the proceeds of insurance are not sufficient to cause such restoration, the Board shall levy a Special Assessment to the Owners to provide the necessary funds for such restoration.

11.5 Insurance Trustee. All property insurance proceeds payable to the Association under the policy described in **Article 10** (Insurance), subject to the rights of Mortgagees under **Article 13** (Rights of Mortgagees), may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Owners and Mortgagees, as their respective interests shall appear. The trustee shall be a commercial bank or other financial institution with trust powers in the county in which the Community is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

11.6 Authority to Effect Changes. If any adjacent Units or portion thereof are damaged or destroyed or in need of renovation or rehabilitation and the Units are repaired or reconstructed pursuant to the provisions set forth herein, the Unit may be repaired or reconstructed in a manner that alters the boundaries of such Units or the adjacent Association Property provided the following conditions are satisfied:

11.6.1 the alteration has been approved by the Board, by the holders of any First Mortgages to the extent required herein and the Owners of the affected Units;

11.6.2 the Board has determined that the alteration is necessary in order to comply with current building code requirements, to meet current building construction standards and procedures, or to improve the conditions and quality of the affected Units;

11.6.3 the alteration does not materially change the location of any Unit or materially reduce the size of any Unit without the consent of the Owner and the holders of any First Mortgages thereon. For purposes herein, a material reduction in the size of the Unit shall mean any alteration that increases or decreases the square footage of the interior floor space of the Unit by more than ten percent (10%) from the square footage as shown on the Condominium Plan;

11.6.4 the Board has determined that any alteration that will relocate or reduce the Association Property will not unreasonably interfere with the rights of the Owners and occupants to use and enjoy the Association Property;

11.6.5 the Condominium Plan is amended to reflect the alteration to the Units or Association Property; and

11.6.6 easements for any encroachments created by such alterations are granted to the Affected Owners by the Association.

Each Owner irrevocably appoints the Association as that Owner's attorney-in-fact (except for the Secretary, U.S. Department of Veterans Affairs) and irrevocably grants to the Association the full power in the name of the Owner to effect any alteration to any Unit or Association Property as authorized above, including, without limitation, the execution, delivery and recordation of any Condominium Plan amendments, deeds or other instruments.

11.7 Condemnation of Association Property. If any portion of the Association Property is taken by condemnation, eminent domain or any proceeding in lieu thereof, then the Owners and their Mortgagees as their respective interests then appear, shall be entitled to receive a distribution from the award for such taking in the same proportion as insurance proceeds would be distributed pursuant to the provisions above; provided, however, that should it be determined to repair or rebuild any portion of the Association Property, such proceeds shall be paid to the Association for that purpose in the same manner and subject to the same terms, conditions and limitations as are set forth above in this Article for repairing damaged or destroyed portions of the Association Property, and provided further that to the extent such taking impacts that portion of the Association Property that is the Condominium Building(s), only the Owners of Units in such impacted Condominium Building(s) shall be entitled to the distribution of proceeds associated with such taking. A decision to repair or rebuild shall be made in the same manner and subject to the same conditions and limitations as provided above in this Article for determining whether to rebuild or repair following damage or destruction.

11.8 Minor Repair and Reconstruction. The Board shall have the duty to repair and reconstruct Improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Ten Thousand Dollars ($10,000). The Board is expressly empowered to levy a Special Assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable and determine whether to levy a Compliance Assessment against any Owner who caused the damage pursuant to **Section 10.1.2(g)** (Waiver of Claims and Subrogation), such Assessment to be levied as described above (but without the consent or approval of Members, despite any contrary provisions in this Declaration).

11.9 Damage or Destruction to a Unit. In the event of damage or destruction to any Unit, the Owner thereof shall (unless the Association is not required to repair surrounding damaged Association Property pursuant to the terms set forth above) reconstruct the same as soon as reasonably practicable and substantially in accordance with the original plans and specifications therefor; provided, however, that any such Owner may, with the written consent of the Board, reconstruct or repair the same pursuant to new or changed plans and specifications. In the event the Board fails to approve or disapprove such changed plans and specifications within sixty (60) days of the receipt thereof, they shall be deemed to have been approved. The Owner shall be entitled to the benefit of any master policy of property insurance maintained by the Association to the extent it covers the damage or destruction of elements of the Condominium that are within the Unit and which are the obligation of the Owner to repair as provided in this Declaration. With the exception of any casualty or damage insured against by the Association pursuant to **Section 10.1** (Association's Insurance Obligations), restoration and repair of any damage to the interior of any individual Unit, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner, provided however, that nothing contained in this Section shall be construed as a waiver of claims that the Owner of a damaged Unit may have against another Owner who caused the damage. In the event of a determination to rebuild the Property after partial or total destruction, as provided in this Article, such interior repair and restoration shall be completed as promptly as practical and in a lawful and workmanlike manner, in accordance with Plans approved in accordance with **Article 8** (Design Review).

11.10 Condemnation of a Unit. In the event of any taking of a Unit, the Owner (and such Owner's Mortgagees as their interests may appear) of the Unit shall be entitled to receive the award for such taking and after acceptance thereof such Owner and such Owner's Mortgagee shall be divested of all further interest in the Unit and membership in the Association if such Owner shall vacate such Owner's Unit as a result of such taking. In such event said Owner shall grant its remaining interest in the Common Area appurtenant to the Unit so taken, if any, to the other Owners owning a fractional interest in the same Common Area, such grant to be in proportion to the fractional interest in the Common Area then owned by each Owner.

ARTICLE 12
PARTITION AND SEVERABILITY OF INTERESTS

12.1 Suspension. The right of partition is suspended pursuant to California Civil Code Section 4610 as to the Community. Nothing in this Article shall be deemed to prohibit partition of a co-tenancy in a Condominium.

12.2 Partition. Except as provided in this Declaration, there shall be no judicial partition of the Common Area, or any part thereof, for the term of the Community, nor shall Declarant, any Owner or any other person acquiring any interest in any Condominium seek any such judicial partition. The undivided interest in the Common Area described above may not be altered or changed as long as the prohibition against severability of interests in a Condominium remains in effect as provided in this Declaration. Notwithstanding the foregoing, judicial partition shall be permitted as follows:

12.2.1 With the approval, after substantial destruction or condemnation of the Community occurs, of at least sixty-seven percent (67%) of the total Voting Power and approval by Eligible Holders who represent at least fifty-one percent (51%) of the Condominiums that are subject to Mortgages held by Eligible Holders; or

12.2.2 With the approval, for reasons other than substantial destruction or condemnation of the Community, of at least sixty-seven percent (67%) of the total Voting Power and approval by Eligible Holders who represent at least sixty-seven percent (67%) of the Condominiums that are subject to Mortgages held by Eligible Holders; or

12.2.3 As allowed by California law, including Civil Code Section 4610, as the same may be amended from time to time.

12.3 Eligible Holder Deemed Approval. An Eligible Holder who receives a written request to give such approvals referenced in **Section 12.2** (Partition) who does not deliver or mail the requesting party a negative response within sixty (60) days shall be deemed to have given such approval, provided such written request was delivered by certified mail or registered mail with "return receipt" requested. For so long as is required by FNMA's legal requirements for project acceptance, all references to "Eligible Holder" in this Section shall be deemed to include all guarantors of First Mortgagees.

12.4 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees as specified or apportioned in the judgment of partition, or if not so specified, as their interests appear in proportion to the fair market value of the Condominiums at the date of the sale as determined by an independent appraisal conducted by a member of the American Institute of Real Estate Appraisers with the designation of a Member Appraisal Institute (M.A.I.) or if such institute no longer exists, an appraiser of comparable experience.

12.5 Power of Attorney. Each of the Owners irrevocably appoints the Association as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire Community, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Community may be had under California Civil Code Section 4610. The power of attorney shall:

12.5.1 Be binding on all Owners, whether they assume the obligations under this Declaration or not;

12.5.2 Be exercisable by a majority of the Board acting on behalf of the Association, subject to obtaining the prior approval by vote or written consent of at least seventy-five percent (75%) of the Owners and at least seventy-five percent (75%) of all Institutional Mortgagees; and

12.5.3 Be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under the authority of this Declaration. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith; provided; however, that said power of attorney shall not apply to the Administrator of Veterans Affairs, an Officer of the United States of America.

12.6 **Prohibition Against Severance**. An Owner shall not be entitled to sever such Owner's Condominium from its membership in the Association, and shall not be entitled to sever such Owner's Condominium and such Owner's membership from such Owner's undivided interest in the Common Area for any purpose. None of the component interests in a Condominium can be separately sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void. Similarly, no Owner can sever any exclusive easement appurtenant to such Owner's Condominium over the Association Property from such Owner's Condominium, and any attempt to do so shall be void. It is intended hereby to restrict severability pursuant to California Civil Code Section 4630. Notwithstanding the foregoing, the suspension of such right of severability contained herein shall not extend beyond the period set forth in **Section 12.2** (Partition) in which the right to partition the Community is suspended thereunder.

12.7 **Conveyances**. Any conveyance of a Condominium by an Owner shall be presumed to convey the entire Condominium. However, nothing contained in this Section shall preclude the Owner of any Condominium from creating an estate for life or years, cotenancy or joint tenancy in the ownership of the Condominium with any other person or persons.

ARTICLE 13
RIGHTS OF MORTGAGEES

13.1 **Conflict**. Notwithstanding any contrary provision contained elsewhere in the Governing Documents, the provisions of this Article shall control with respect to the rights and obligations of Mortgagees as specified herein.

13.2 **Liability for Unpaid Assessments**. Any Institutional Mortgagee who obtains title to a Condominium pursuant to the remedies provided in the First Mortgage or by foreclosure of the First Mortgage shall take the property free of any claims for unpaid assessments or charges against the Condominium which accrue prior to the acquisition of title to the Condominium by the Institutional Mortgagee.

13.3 **Payment of Taxes and Insurance**. All taxes, assessments and charges that may become a lien prior to the lien of any First Mortgagee shall be levied only to the individual Condominium and not the Community as a whole. Institutional Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against any Association Property or Improvements situated thereon and may pay overdue premiums on property insurance policies or secure new property insurance coverage on the lapse of a policy for such Association Property. Institutional Mortgagees making such payments shall be owed immediate reimbursement for such expenditures from the Association and, on demand, the Association shall execute an agreement in favor of all Institutional Mortgagees reflecting entitlement to reimbursement.

13.4 **Notice to Mortgagees**. A Mortgagee and guarantor of a Mortgage on a Condominium within the Community are entitled to timely written notice of the following events: (a) any condemnation loss or casualty loss that affects either a material portion of the Community or the Condominium on which the Mortgagee holds a Mortgage; (b) any delinquency in the payment of Assessments or charges owed by the Owner that is subject to a Mortgage held by the Mortgagee if the delinquency is not cured within sixty (60) days after its due date; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposal to take any action specified in this Article or **Article 11** (Destruction of Improvements and Condemnation), provided that, for purposes of a proposal to terminate the Community and/or dissolve the Association, "timely written notice" shall mean at least thirty (30) days' advance written notice; (e) any default by the Owner-Mortgagor of a Condominium subject to a Mortgage

held by the Mortgagee in the performance of its obligations under this Declaration or the Bylaws which is not cured within sixty (60) days; or (f) any proposed action that requires the consent of a specified percentage of the Mortgagees.

13.5 Reserve Fund. The Association shall maintain as a reserve fund a reserve account fund sufficient to pay for maintenance, repair and periodic replacement of Association Property, Association Maintenance Areas and any other property that the Association is obligated to maintain and any cost sharing obligations. This reserve fund shall be funded by Regular Assessments of Owners that are payable in installments rather than by Special Assessment; provided, however, that this provision shall not be deemed to limit the power of the Association to levy any other type of Assessment or charge authorized by this Declaration.

13.6 Inspection of Books and Records. Upon request, any Owner, Declarant, prospective purchaser or Eligible Holder shall be entitled to inspect the books, records and financial statements of the Association, the Governing Documents and any amendments thereto, during normal business hours or under other reasonable circumstances.

13.7 Financial Statements. The Association, at its expense, shall prepare an audited financial statement for the immediately preceding Fiscal Year and make the same available within one hundred twenty (120) days after the Association's Fiscal Year-end to any current or prospective Institutional Mortgagee or Eligible Holder that has submitted a written request for it.

13.8 Actions Requiring Eligible Holder Approval. Unless at least sixty-seven percent (67%) of the Eligible Holders (based on one vote for each First Mortgage owned) and at least sixty-seven percent (67%) of the Owners other than Declarant have given their prior written approval, the Association shall not be entitled to: (a) by act or omission, seek to abandon or terminate the Community and/or dissolve the Association; (b) by act or omission abandon, partition, subdivide, encumber, sell or transfer any property or improvements owned, directly or indirectly, by the Association for the benefit of the Condominiums and the Owners (provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Community by the Association and Owners shall not be deemed a transfer within the meaning of this Section); (c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Units, the exterior maintenance of Units, or the upkeep of lawns, plantings or other landscaping in the Community; (d) by act or omission change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner; (e) partition or subdivide a Condominium; (f) fail to maintain fire and extended coverage insurance on insurable portions of the Association Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and (g) use insurance proceeds for losses to any property or Improvements owned by the Association other than for the repair, replacement or reconstruction of such property and Improvements.

13.9 Votes for Termination of Community. Any election to terminate the legal status of the Community as a condominium community shall require:

13.9.1 The approval of Mortgagees that represent at least fifty-one percent (51%) of the votes of Condominiums that are subject to Mortgages and at least sixty-seven percent (67%) of the total Voting Power if the election to terminate the legal status is a result of substantial destruction or a substantial taking in condemnation of the property within the Community; or

13.9.2 The approval of at least sixty-seven percent (67%) of the total Voting Power and Mortgagees that represent at least sixty-seven percent (67%) of the votes of Condominiums that are subject to Mortgages, if **Section 13.9.1** is not applicable.

For so long as is required by FNMA's legal requirements for Community acceptance, all references to "Mortgagees" in this Section shall be deemed to include all guarantors of such Mortgagees.

13.10 Condemnation or Destruction. In the event a portion of the Community is either condemned or destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed substantially in accordance with the provisions of this Declaration and the original plans and specifications for the Community unless Eligible Holders representing at least fifty-one percent (51%) of the votes of Condominiums subject to Mortgages held by Eligible Holders approve the taking of other action by the Association.

13.11 Self-Management. The vote or approval by written ballot of at least sixty-seven percent (67%) of the total Voting Power and Eligible Holders that represent at least fifty-one percent (51%) of the votes of Condominiums that are subject to Mortgages held by Eligible Holders shall be required to assume self-management of the Community if professional management of the Community has been required by an Eligible Holder at any time.

13.12 Mortgagee Protection. A breach of any of the conditions contained in this Declaration shall not defeat nor render invalid the lien of any First Mortgage made in good faith and for value as to any Condominium; provided, however, that the conditions contained in this Declaration shall be binding upon and effective against any Owner of a Condominium if the Condominium is acquired by foreclosure, trustee's sale or otherwise.

13.13 Distribution of Insurance and Condemnation Proceeds. No Owner, or any other party, shall have priority over any right of Institutional Mortgagees of Condominiums pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominiums or Association Property. Any provision to the contrary in the Governing Documents is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected Institutional Mortgagees naming the Mortgagees, as their interests may appear.

13.14 Voting Rights on Default. In case of default by any Owner in any payment due under the terms of any Mortgage encumbering such Owner's Condominium or the promissory note secured by the Mortgage, the Mortgagee or its representative, on giving written notice to such defaulting Owner or Owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting Owner attributable to such Condominium at any regular or special meeting of the Members held during such time as such default may continue.

13.15 Foreclosure. If any Condominium is encumbered by a First Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for Assessments, or installments of Assessments, shall not affect or impair the lien of the First Mortgage. On foreclosure of the Mortgage, the lien for Assessments, including Additional Charges, that have accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage with the foreclosure-purchaser taking title to the Condominium free of the lien for Assessments, including interest, costs (including attorneys' fees), and late charges levied by the Association with respect thereto or installments, that have accrued up to the time of the foreclosure sale. On taking title to the Condominium, the foreclosure-purchaser shall only be obligated to pay Assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Condominium. The subsequently accrued Assessments or other charges may include previously unpaid Assessments provided all Owners, including the foreclosure-purchaser, and its successors and assigns are required to pay their proportionate share as provided in this Section.

13.16 Non-Curable Breach. Any Mortgagee who acquires title to a Condominium by foreclosure or by deed-in-lieu of foreclosure or assignment-in-lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or that is not practical or feasible to cure.

13.17 Loan to Facilitate. Any Mortgage given to secure a loan to facilitate the resale of a Condominium after acquisition by foreclosure or by a deed-in-lieu of foreclosure or by an assignment-in-lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Article.

13.18 Appearance at Meetings. Because of its financial interest in the Community, any Mortgagee may appear (but cannot vote except as may be provided for herein) at meetings of the Members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or Assessments.

13.19 Right to Furnish Information. Any Mortgagee can furnish information to the Board concerning the status of any Mortgage.

13.20 Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey the Owner's Condominium shall be granted to the Association without the written consent of any Mortgagee of the Condominium. Any right of first refusal or option to purchase a Condominium that may be granted to the Association (or other person, firm or entity) shall not apply to any lease, conveyance or transfer of title to such Condominium, whether voluntary or involuntary, to a Mortgagee that acquires title to or ownership of the Condominium pursuant to the remedies provided in its Mortgage or by reason of foreclosure of the Mortgage or deed- or assignment-in-lieu of foreclosure and shall not apply to any sale or lease of Condominium acquired by the Mortgagee or its assignee.

13.21 Notice to Mortgagees or Guarantors of First Mortgages. If a Mortgagee or guarantor of a First Mortgage has not given written notice to the Association specifying its name, the name of the Owner and address of the Condominium encumbered by the First Mortgage, any written notice or proposal required or permitted by this Declaration to be given to such Mortgagee or guarantor shall be deemed properly given if deposited in the United States mail, postage prepaid, and addressed to the Mortgagee or guarantor at its address appearing of record in the First Mortgage (or assignment thereof, if applicable).

ARTICLE 14
AMENDMENTS

14.1 Amendment Before the Conveyance of First Condominium. Before the conveyance of the first Condominium to a First Owner, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any Mortgagee of record of an instrument amending or revoking the Declaration. The amending or revoking instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records.

14.2 Amendments After Conveyance of First Condominium. Except as may otherwise be stated in this Declaration and as set forth below, after the conveyance of the first Condominium to a First Owner and during the period of time prior to conversion of the Class B membership in the Association to Class A membership, this Declaration may be amended at any time and from time to time provided that the vote or approval by written ballot of at least a majority of the Voting Power of each class of Members has been obtained. After conversion of the Class B membership in the Association to Class A membership, this Declaration may be amended at any time and from time to time, provided that the vote or approval by written ballot of: (a) at least a majority of the total Voting Power; and (b) at least a majority of the Voting Power of the Members, other than Declarant, has been obtained. The vote on a proposed amendment to the Declaration shall be held by secret written ballot in accordance with the procedures set forth in California Civil Code Section 5100 and the rules adopted by the Board pursuant thereto. Such amendment shall become effective upon the recording of a Certificate of Amendment signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association certifying that such votes or approval by written ballot have been obtained. For the purposes of recording the Certificate of Amendment, the President or Vice President and Secretary or Assistant Secretary of the Association are hereby granted an irrevocable power of attorney to act for and on behalf of each and every Owner in certifying and executing and recording the Certificate of Amendment in the Official Records. Nothing contained herein shall limit the Members from exercising the rights of the Association under California Civil Code Section 4275.

14.2.1 **Minor Corrections by Declarant**. Notwithstanding any other provisions of this Article, Declarant (for so long as Declarant owns any portion of the Property or Annexable Property) may unilaterally amend this Declaration or any Supplementary Declaration by recording a written instrument signed by Declarant in order to: (a) conform this Declaration or any Supplementary Declaration to the rules, regulations or requirements of Federal Agencies or other Governmental Entities; (b) amend, replace or substitute any exhibit to correct typographical or engineering errors, (c) include any exhibit that was inadvertently omitted at the time of recording, (d) comply with any City, County, State or Federal laws or regulations; (e) correct typographical errors; (f) supplement this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under of the Right to Repair Act; and (g) change any exhibit or portion of an exhibit to conform to as-built conditions.

14.2.2 **Minor Corrections by the Board**. The Board may amend this Declaration or a Supplementary Declaration by recording a written instrument signed by two (2) officers of the Association certifying that the Board approved the amendment for the purposes described in **Sections 14.2.1 (a), (b), (c), (d),** and/or **(e)** (Minor Corrections by Declarant). However, until the end of all applicable statutes of limitation or repose for the filing of a complaint or suit or other legal remedies against Declarant or its affiliates under the California Civil Code Division 2, Part 2, Title 7 (commencing with Section 895) (including tolling periods), the Board must obtain the prior written approval of Declarant to any amendment approved by the Board, or any other amendment by the Board or Association that affects the rights of Declarant under the California Civil Code Division 2, Part 2, Title 7 (commencing with Section 895), this Declaration or any Supplementary Declaration, or for any amendment by the Board concerning matters discussed in **Article 9** (Development Rights).

14.3 **Approval of Material Amendments**. In addition to the requirements of **Section 14.2** (Amendments After Conveyance of First Condominium), in the case of any Material Amendment, as defined below, the vote of Mortgagees that represent at least fifty-one percent (51%) of the votes of Condominiums that are subject to Mortgages and at least sixty-seven percent (67%) of the Voting Power of each class of Members (or, following conversion of Class B membership to Class A membership, at least sixty-seven percent (67%) of the total Voting Power of the Association and at least sixty-seven percent (67%) of the voting power of Members other than Declarant) shall also be required. For purposes of this Section, "**Material Amendment**" shall mean any amendments to provisions of this Declaration governing any of the following subjects: (a) the fundamental purpose for which the Community was created (such as a change from residential use to a different use); (b) assessments, collection of assessments, assessment liens and subordination thereof; (c) the reserves for repair and replacement of the Association Property and Association Maintenance Areas; (d) Maintenance Obligations; (e) casualty and liability insurance or fidelity bond requirements; (f) reconstruction in the event of damage or destruction; (g) rights to use the Association Property; (h) reallocation or conveyance of any interests in the Common Area or Association Property; (i) voting; (j) any provision that, by its terms, is specifically for the benefit of Mortgagees, or specifically confers rights on Mortgagees; (k) expansion or contraction of the Community or the addition, annexation or withdrawal of property to or from the Community, other than the addition or deletion of the Annexable Property; (l) the redefinition of Condominium boundaries or the conversion of a Condominium or Condominiums into Association Property; (m) conversion of a Condominium into Common Area or Association Property or vice versa; (n) imposition of any restriction on any Owner's right to lease, sell or transfer its Condominium; (o) merger or consolidation of the Association; and (p) determination not to require professional management if required pursuant to this Declaration.

Any Mortgagee who receives written request to consent to additions or amendments requiring consent under this provision who does not deliver to the requesting party a negative response within sixty (60) days after receipt of a notice delivered by certified or registered mail, return receipt requested, shall be deemed to have consented to such request. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective

unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the Secretary or other duly authorized officer of the Association and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the Official Records.

14.4 Additional Approvals.

14.4.1 Governmental Approvals. If the consent or approval of Governmental Entities or Federal Agencies is required with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained pursuant to the requirements of the Governmental Entities or Federal Agencies. All amendments or revocations of this Declaration shall comply with the provisions of California Business and Professions Code Section 11018.7 to the extent such section is applicable.

14.4.2 Amendment of Certain Provisions. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Members shall be required to amend or revoke such provision. Notwithstanding anything to the contrary contained in this Declaration, **Section 16.5** (Dispute Mechanisms) and this Section of this Declaration shall not be amended, nor shall other provisions be adopted that purport to supersede them without the prior written approval of Declarant.

14.4.3 Declarant's and AG's Consent. So long as Declarant and/or AG owns any portion of the Property or Annexable Property, this Declaration may not be amended to do any of the following without the prior written approval of Declarant and AG: (a) diminish or eliminate any rights specifically granted or reserved to Declarant; or (b) modify or eliminate the easements reserved to Declarant. Notwithstanding anything to the contrary in this Declaration, any proposed amendment shall be approved by AG prior to the amendment being deemed valid. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded in the Official Records. Notwithstanding the foregoing, subject to the limitations set forth in **Section 9.9** (AG Rights) above, AG shall have no right to approve any Supplementary Declaration to this Declaration which pertains solely to the Lennar Property and, following termination of the Option Agreement prior to Lennar acquiring all of the Property, Lennar shall have no right to approve any Supplementary Declaration to this Declaration which pertains solely to the AG Property.

14.5 Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

14.6 Conflict with Other Provisions of this Declaration. To the extent any provisions of this Article conflict with the provisions of **Article 13** (Rights of Mortgagees) or any other provision of this Declaration except those contained in this Section, the provisions of **Article 13** (Rights of Mortgagees) shall control.

14.7 Notice to Eligible Holders. Eligible Holders shall be entitled to timely written notice of any amendments to this Declaration, the Bylaws or the Articles.

ARTICLE 15
ANNEXATION AND DEANNEXATION OF PROPERTY

15.1 Annexation. Any of the Annexable Property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article. Declarant intends to sequentially develop the Annexable Property on a phased basis. However, Declarant may elect not to develop all or any part of such real property under this Declaration in increments of any size whatsoever, or to develop more than one such increment at any given time and in any given order or develop such real property as a separate community. Although Declarant shall have the ability to annex the Annexable Property, Declarant

shall not be obligated to annex all or any portion of the Annexable Property, and the Annexable Property shall not become subject to this Declaration unless and until a Supplementary Declaration covering it has been recorded.

15.2 **Annexation Without Approval**. All or any part of the Annexable Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that:

15.2.1 The proposed Annexation is in substantial conformance with a detailed plan of phased development submitted to the DRE with the application for a Public Report;

15.2.2 The proposed Annexation will not result in a substantial and material overburdening of the common interests of the then existing Owners;

15.2.3 The proposed Annexation will not cause a substantial increase in Assessments against existing Owners that was not disclosed in the Public Reports under which pre-existing Owners purchased their interests;

15.2.4 For each Condominium to be annexed for which a rental program has been in effect by Owner for a period of at least one (1) year as of the date of conveyance of the first Condominium to a First Owner in the annexed Phase, Owner shall pay to the Association, before or concurrently with the first close of escrow for the sale of a Condominium within the annexed Phase, an amount for each month or portion thereof during which the Condominium was occupied under such rental program that shall be established by the Board for reserves for replacement or deferred maintenance of Association Property Improvements necessitated by or arising out of the use and occupancy of the Condominiums under the rental program;

15.2.5 Before Annexation pursuant to this Section of any of the Annexable Property that is being developed as a phased FHA and/or VA community, plans for the development of the Annexable Property must be submitted to FHA and/or the VA as applicable, and FHA and/or VA as applicable, must determine that such plans are in accordance with the previously approved general plan and so advise Declarant;

15.2.6 Before Annexation pursuant to this Section of any of the Annexable Property that is being developed as a phased FHA community, Declarant must (i) assure that liens arising in connection with Declarant's ownership of, and construction of Improvements upon the Annexable Property not adversely affect the rights of the Owners or the priority of First Mortgages, and (ii) pay or satisfy all taxes and other assessments due for the Annexable Property covering any period prior to the Annexation of such Annexable Property; and

15.2.7 Each Supplementary Declaration effecting the Annexation contemplated under this Section must be executed by Declarant, and with respect to any portion of the Annexable Property being annexed that is owned by AG, the Supplementary Declaration must also be executed by AG.

For purposes of this Section, the issuance of a Public Report shall conclusively be deemed to be satisfaction of the criteria set forth above.

15.3 **Supplementary Declarations**. Subject to **Section 15.2.7**, the annexation authorized under the foregoing Sections shall be made by filing of record by Declarant, of a Supplementary Declaration which shall extend the plan of this Declaration to such property. A Supplementary Declaration may also be recorded for any of the purposes described in **Sections 1.83** (Supplementary Declaration(s)).

15.4 **Mergers or Consolidations**. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, alternatively, the properties, right and obligations

of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the Community, together with the covenants and restrictions established upon any other property as one plan.

15.5 De-Annexation. Declarant may delete all or any portion of the Property from the coverage of this Declaration and rescind any Supplementary Declaration, provided that: (a) Declarant is the sole Owner of all of the real property described in the Supplementary Declaration to be rescinded or obtains the consent of the fee title Owner(s) of the real property to be de-annexed; and (b) assessments have not commenced with respect to any portion of the real property to be de-annexed. Such deletion shall be effective upon the recordation of a written instrument signed by Declarant, in the same manner as the Supplementary Declaration to be rescinded was recorded. Notwithstanding anything to the contrary contained in the foregoing, so long as AG owns any of the Property or the Annexable Property, no de-annexation shall be effective without the consent of AG.

ARTICLE 16
TERM AND ENFORCEMENT

16.1 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant or any Member, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by at least sixty-seven percent (67%) of the Members has been recorded at least one (1) year prior to the end of any such period in the manner required for a conveyance of real property, in which it is agreed that this Declaration shall terminate at the end of the then applicable term.

16.2 Enforcement of Governing Documents. Subject to **Section 16.5** (Dispute Mechanisms), Declarant, the Association or any Owner shall have a right of action against any Owner, and Declarant or any Owner shall have a right of action against the Association, to enforce by proceedings at law or in equity, all covenants, conditions, and restrictions, now or hereafter imposed by the provisions of the Governing Documents or any amendment thereto, including the right to prevent the violation of such covenants, conditions and restrictions and the right to recover damages or other dues for such violation, except that Owners shall not have any right of enforcement concerning Assessment liens. The Association shall have the exclusive right to the enforcement of provisions relating to architectural control and the Rules, unless the Association refuses or is unable to effectuate such enforcement, in which case any Owner who otherwise has standing shall have the right to undertake such enforcement. Failure of the Association, Declarant or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. As long as AG owns any portion of the Property or Annexable Property, AG shall have the right to enforce any of the provisions of this Declaration and the Bylaws that are intended for the benefit of AG. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant or AG to undertake any affirmative action to enforce the provisions of this Declaration or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof.

16.2.1 Disputes Involving Members. Prior to filing an Enforcement Action (as such term is defined in California Civil Code Section 5925) by a Member solely for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, related to the enforcement of the Governing Documents, the Members shall be required to comply with California Civil Code Sections 5925 through 5965, if applicable. Failure of a Member to comply with the alternative dispute resolution requirements of California Civil Code Section 5930 may result in the loss of the Member's right to sue the Association or another Member regarding enforcement of the Governing Documents or Applicable Laws.

16.2.2 Disputes Involving the Association and Members. Prior to filing a civil action by either the Association or by a Member solely for declaratory relief or injunctive relief, or for

declaratory relief or injunctive relief in conjunction with a claim for monetary damages (other than for nonpayment of Assessments) related to the any of the following matters: (a) enforcement of the Governing Documents; (b) damage to the Association Property or Association Maintenance Area; or (c) damage to a Condominium that arises out of, or is integrally related to, damage to the Association Property or Association Maintenance Area, the Association shall be required to perform any act reasonably necessary to resolve any civil claim or action through alternative dispute resolution proceedings such as mediation, binding arbitration, or non-binding arbitration proceedings. Any dispute resolution procedure imposed by the Association shall satisfy the requirements of California Civil Code Sections 5900, 5905, 5910 and 5910.1. In the event the Association does not comply with the minimum requirements of a fair, reasonable and expeditious dispute resolution procedure, the Association or any Member may invoke the procedures provided for in California Civil Code Section 5915. The Board may impose any of the remedies provided for in the Bylaws.

16.2.3 Notice Requirements. Members shall annually be provided a summary of the provisions of California Civil Code Section 5900, *et seq.* which specifically references the provisions of California Civil Code Section 5965. The summary shall be provided either at the time the Budget required by California Civil Code Section 5300 is distributed or in the manner specified in California Corporations Code Section 5016. The summary shall include a description of the Association's internal dispute resolution procedure, as required by California Civil Code Section 5920.

16.2.4 Civil Action. A civil action to enforce the Governing Documents shall comply with California Civil Code Sections 5850 through 5985.

16.3 Enforcement of Non-Payment of Assessments. Each Owner of any Condominium then subject to Assessment shall be deemed to covenant and agree to pay to the Association each and every Assessment provided for in this Declaration. The Association shall have the right to enforce such payment obligation in accordance with the provisions set forth in **Section 6.11** (Collection of Assessments; Liens).

16.4 Enforcement of Bonded Obligations. The Association shall have the right to enforce bonded obligations in accordance with the provisions set forth in **Section 6.21** (Association Property Improvements).

16.5 Dispute Mechanisms.

16.5.1 Notice to Members Prior to Filing Legal Proceedings. Not later than thirty (30) days prior to the filing of any legal proceedings by the Association against Declarant for alleged damage to the Association Property, alleged damage to the Units that the Association is obligated to maintain or repair, or alleged damage to the Units that arises out of, or is integrally related to, damage to the Association Property, or Units that the Association is obligated to maintain or repair, the Board shall provide written notice to each Member who appears on the records of the Association at the time notice is given, specifying: (a) that a meeting of Members will be held to discuss problems that may lead to the filing of a legal proceeding, in addition to the potential impacts thereof to the Association and its members, including financial impacts, (b) the options, including legal proceedings, that are available to address the problems, and (c) the time and place of the meeting. If the Association has reason to believe that the applicable statute of limitations will expire before the Association files the legal proceeding, the Association may give the foregoing notice not later than thirty (30) days after the filing of the action.

16.5.2 Dispute Resolution. Any disputes between all or any of the Association, Owner(s), Declarant, and Declarant Parties, arising under this Declaration or relating to the Property, shall be subject to the following provisions of this **Section 16.5.2** (Dispute Resolution) and the following **Sections 16.5.3** (Construction Defect Disputes), **16.5.4** (Other Disputes) and **16.5.5** (Alternative Dispute Resolution Procedures).

16.5.3 Construction Defect Disputes.

(a) Notice of Construction Claims Statute. California Civil Code Section 895 et seq., as hereafter amended ("**Construction Claims Statute**"), delineates standards for how various components of structures (as defined in the Construction Claims Statute) should be constructed and function, limits the time frames for bringing various claims against the builder, imposes an obligation on all Owner's and the Association to follow Declarant's Maintenance Recommendations and schedules, or other applicable maintenance guidelines, and establishes a non-adversarial claims resolution procedure that must be followed by an Owner and the Association before the Owner or the Association can initiate an adversarial claim and proceed to mediation or binding arbitration, as described in **Section 16.5.5** (Alternative Dispute Resolution Procedures). THE CONSTRUCTION CLAIMS STATUTE AFFECTS EACH OWNER'S AND THE ASSOCIATION'S LEGAL RIGHTS. OWNERS, ON BEHALF OF THEMSELVES, AND AS MEMBERS OF THE ASSOCIATION, ARE ADVISED TO READ THE STATUTE CAREFULLY AND SEEK LEGAL ADVICE IF OWNER HAS ANY QUESTIONS REGARDING ITS AFFECT ON OWNER'S OR THE ASSOCIATION'S LEGAL RIGHTS. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 914, DECLARANT IS PERMITTED TO ELECT TO USE ALTERNATE CONTRACTUAL NON-ADVERSARIAL PROCEDURES INSTEAD OF USING THE STATUTORY PRE-LITIGATION PROCEDURES PROVIDED IN THE CONSTRUCTION CLAIMS STATUTE, AND DECLARANT HAS ELECTED TO USE ITS OWN CONTRACTUAL NON-ADVERSARIAL PROCEDURES AS PROVIDED BELOW.

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

(ii) Obligation to Retain Documents and Provide Copies to Successors. All Owners, who originally purchased a Unit from Declarant were provided copies of certain documents in conjunction with the purchase of their Unit, including copies of this Declaration, Maintenance Recommendations from Declarant, Maintenance Recommendations for manufactured products or appliances included with the Unit, a Limited Warranty, claim forms, and other documentation relating to the Construction Claims Statute. All Owners are required by the Construction Claims Statute to retain these documents and provide copies of such documents to their successors in interest upon the sale or transfer of such Owner's Unit.

(b) Owners' Construction Defect Claims. Prior to the commencement of any legal proceeding by any Owner against Declarant or any Declarant Party based upon a claim for defects in the design or construction of any Unit, Residence, Association Property, or any improvements thereon, the Owner must first comply with the provisions of this paragraph. If at any time during the applicable time period(s) identified in the Construction Claims Statute, as such period may be extended by any applicable tolling statute or provision, or any shorter period as provided by applicable law, such Owner believes Declarant or a Declarant Party has violated any of the standards set forth in the Construction Claims Statute ("**Claimed Defect**"), which such Owner feels may be the responsibility of Declarant, such Owner shall promptly notify Declarant's agent for notice of construction defect claims on file with the Secretary of State, whose name and address are: Lennar Corporation, 5505 Waterford District Drive, Miami, FL 33126, attention General Counsel, with a copy to Declarant at Declarant's address as an Owner listed in the records of the Association. Such notice shall be deemed a notice of intention to commence a legal proceeding and shall include: (a) a detailed description of the Claimed Defect; (b) the date upon which the Claimed Defect was first discovered; and (c) dates and times when Owner or Owner's agent will be available during ordinary business hours, so that service calls or inspections by Declarant can be scheduled. Declarant shall, in its sole discretion, be entitled to inspect the applicable property regarding the reported Claimed Defect and, within its sole discretion, shall be entitled to cure such Claimed Defect.

Nothing contained in this Article shall obligate Declarant to perform any such inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner. Owner's written notice delivered to Declarant shall be a condition precedent to Owner's right to institute any legal proceeding and to proceed to mediation and binding arbitration as set forth in **Section 16.5.5** (Alternative Dispute Resolution Procedures), and Owner shall not pursue any other remedies available to it, at law or otherwise, including without limitation the filing of any legal proceeding or action, until Declarant has had the reasonable opportunity to inspect and cure the Claimed Defect. During the term of any written Limited Warranty provided to the original Owner of the Unit by Declarant, any conflict between the provisions of this **Section 16.5.3** (Construction Defect Disputes) and the Limited Warranty shall be resolved in favor of the Limited Warranty. Declarant shall not be liable for any general, special or consequential damage, cost, diminution in value or other loss which Owner may suffer as a result of any Claimed Defect in the Unit, which reasonably might have been avoided had Owner given Declarant the notice and opportunity to cure as described above within a reasonable time of discovering the Claimed Defect. Except as otherwise provided in the written Limited Warranty, if any, provided to Owner, nothing contained herein shall establish any contractual duty or obligation on the part of Declarant to repair, replace or cure any Claimed Defect. If an Owner sells or otherwise transfers ownership of such Owner's Unit to any other person during the applicable time period(s) identified in the Construction Claims Statute, as such period may be extended by any applicable tolling statute or provision, Owner covenants and agrees to give such other person written notice of these procedures by personal delivery. Owner's continuing obligation under this covenant shall be binding upon Owner and Owner's successors and assigns.

(c) Association's Construction Defect Claims. DECLARANT ELECTS TO USE THE ALTERNATE CONTRACTUAL NON-ADVERSARIAL PROCEDURES CONTAINED IN CALIFORNIA CIVIL CODE SECTION 6000, EXCEPT AS OTHERWISE PROVIDED HEREIN, RATHER THAN THE STATUTORY PRE-LITIGATION PROCEDURES OF THE CONSTRUCTION CLAIMS STATUTE, WITH RESPECT TO CLAIMS BY THE ASSOCIATION. Prior to the commencement of any legal proceeding by the Association against Declarant or any Declarant Party based upon a claim for defects in the design or construction of the Association Property or any improvements thereon, or any other area within the Community which the Association has standing to make a claim for defects in the design or construction thereof, the Association must first comply with all of the applicable requirements of California Civil Code Section 6000, as the same may be amended from time to time, or any successor statute thereto. For purposes of claims under this Section, notice to "builder" under California Civil Code Section 6000 shall mean notice to Declarant's agent for notice of construction defect claims on file with the Secretary of State, with a copy to Declarant, as provided above. In addition to the requirements of said Section 6000, Declarant shall have an absolute right, but not an obligation, to repair any alleged defect or condition claimed by the Association to be in violation of the standards set forth in the Construction Claims Statute, within a reasonable period of time after completion of the inspection and testing provided for in such Section and prior to submission of builder's settlement offer under such Section. If the parties to such dispute are unable to resolve their dispute in accordance with the procedures established under California Civil Code Section 6000, as the same may be amended from time to time, or any successor statute, the dispute shall be resolved in accordance with the mediation and binding arbitration provisions of **Section 16.5.5** (Alternative Dispute Resolution Procedures) and the parties to the dispute shall each be responsible for their own attorneys' fees. The Association shall only have the power to initiate claims against a Declarant Party for violations of the Construction Claims Statute, as soon as the Association has one (1) Class A Member other than Declarant if it has complied with **Section 16.5.1** (Notice to Members Prior to Filing Legal Proceedings). Upon the written request of any Class A Member to the Board, the Board shall establish a committee consisting exclusively of Class A Member(s) other than Declarant to investigate claimed violations of the standards of the Construction Claims Statute. Upon the committee's determination that cause exists to initiate a claim, the decision of whether to initiate a claim shall be made by the Board, excluding members appointed by, or affiliated with Declarant. Prior to pursuing any legal proceedings against Declarant for violations of the Constructions Claims Statute, the Board must comply with the notice requirements specified in **Section 16.5.1** (Notice to Members Prior to Filing Legal Proceedings).

16.5.4 Other Disputes. Any other disputes arising under this Declaration, or otherwise, between the Association or any Owner and Declarant or any Declarant Party (except for any action taken by the Association against Declarant for delinquent assessments, and any action involving

enforcement of any completion bonds) shall be resolved in accordance with the alternate dispute resolution provisions of **Section 16.5.5** (Alternative Dispute Resolution Procedures); provided, however, that with regard to disputes between the Association and an Owner where the alternative dispute resolution procedure is invoked by the Association, the Owner may elect not to participate in the procedure. The dispute resolution procedure in **Section 16.5.5** (Alternative Dispute Resolution Procedures), as it applies solely to disputes under this **Section 16.5.4** (Other Disputes), shall be deemed to satisfy the alternative dispute requirements of California Civil Code Sections 5900, 5925, and following, or any successor statute, as applicable.

16.5.5 Alternate Dispute Resolution Procedures. The following procedures provide for resolution of disputes through mediation and binding arbitration. In either event, Declarant, the Association and each Owner of a Unit within the Community, expressly acknowledge and accept that, by invoking or electing to participate in the procedure, they are waiving their respective rights to a jury trial.

(a) Mediation and Arbitration. Subject to compliance with the provisions of **Sections 16.5.2** (Dispute Resolution), **16.5.3** (Construction Defect Disputes) and **16.5.4** (Other Disputes), to the extent applicable, it is the intention of Declarant that, except as otherwise expressly provided herein, any and all disputes, shall be resolved by mediation, and if necessary, binding arbitration as provided herein. Accordingly, except as otherwise expressly provided in this Declaration (such as the collection of delinquent assessments), any dispute, between the Association or any Owner(s) and Declarant, any Declarant Parties or other developer of the Community, or between the Association and any Owner with respect to the interpretation of any of the provisions of this Declaration, or with respect to any alleged breach hereof, or with respect to any other claim related to a Unit or the Association Property, including, without limitation, any alleged latent or patent construction or design defect in the Community, any Unit or any part thereof, any alleged violation of the standards set forth in the Construction Claims Statute, any judicial determination to be made under California Civil Code Section 6000(h), or for alleged damage to the Association Property, alleged damage to the Units that the Association is obligated to maintain or repair, or any alleged damage to Units that arises out of, or is integrally related to the Association Property or Units that the Association is obligated to maintain or repair (collectively, a "**Dispute**"), shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. Any Dispute (whether contract, warranty, tort, statutory or otherwise) not settled during mediation shall be submitted to binding arbitration within a reasonable time after such dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such dispute would be barred by the applicable statute of limitations or statute of repose.

(b) American Arbitration Association. Any and all mediations commenced under this Section shall be filed with and administered by the American Arbitration Association ("**AAA**") or any successor thereto in accordance with AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(c) Binding Arbitration. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any California State Court having jurisdiction over such Dispute. If the

claimed amount exceeds Two Hundred and Fifty Thousand Dollars ($250,000) or includes a demand for punitive damages, the Dispute shall be heard and determined by three (3) arbitrators; however if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Arbitrators must base all awards in conformity with applicable rules of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all the parties.

(d) Waiver. The waiver or invalidity of any portion of **Section 16.5.5** (Alternative Dispute Resolution Procedures) shall not affect the validity or enforcement of the remaining portions of **Section 16.5.5** (Alternative Dispute Resolution Procedures). Any Dispute involving any Declarant Parties shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity, and may, at Declarant Party's sole election, include its contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties to the mediation and arbitration, and be limited to the parties specified herein.

(e) Collateral Estoppel. To the fullest extent permitted by applicable law, no finding or stipulation of fact, no conclusion of law and no arbitration award in any other arbitration, judicial or similar proceeding shall be given preclusive collateral estoppel effect in any arbitration hereunder unless there is a mutuality of parties. In addition, no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is a mutuality of parties.

(f) Attorney's Fees. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a Court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(g) Additional Information Concerning the Rules of the AAA. Additional information concerning the Rules of the AAA are available at its website WWW.ADR.ORG or from the AAA at 335 Madison Avenue, New York, New York 10017.

(h) Small Claims Court. Notwithstanding the requirements of arbitration stated in this **Section 16.5.5** (Alternative Dispute Resolution Procedures), the person initiating mediation shall have the option, after pursuing mediation as provided herein, to seek relief in a Small Claims Court for Disputes or claims within the scope of the Court's jurisdiction in lieu of proceeding to arbitration. This decision does not apply to any appeal from a decision by a small claims court.

(i) Mediation Fees. In any mediation involving a Declarant Party, Declarant Party shall pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

(j) Arbitration Fees. The fees for any claim pursued via arbitration in an amount of Ten Thousand Dollars ($10,000) or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

(k) Injunctive Relief. Notwithstanding the foregoing, if either party seeks injunctive relief, and not monetary damages, from a Court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall

not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate or arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief has been filed with a Court.

(l) No Class Action. The parties may bring claims against the other party only on an individual basis and not as a member in any purported class or representative action or collective proceeding. The arbitrator(s) may not consolidate or join claims regarding more than one property and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot be awarded on class-wide or mass-party basis or otherwise affect parties who are not a party to the arbitration. Nothing in the foregoing prevents a Declarant Party from exercising its right to include in the mediation and arbitration any other Declarant Party.

(m) Errors. Notwithstanding any other provision of this **Section 16.5.5** (Alternative Dispute Resolution Procedures), as authorized by the *California Arbitration Act and Cable Connection, Inc. v. Directv, Inc*. (2008) 44 Cal.4th 1334, the arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a California Court of competent jurisdiction for any such error.

16.5.6 Limitation on Expenditures for Legal Proceedings. The Association may not incur expenses for legal proceedings, including, without limitation, attorneys' fees, or borrow money to fund legal proceedings, whether the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the approving vote or written consent of at least a majority of the Members (excluding the voting power of any Owner who would be a defendant in such proceedings), and, if applicable, complies with the requirements of California Civil Code Section 6150. Such approval by Members shall not be required if such legal proceedings are initiated: (a) to enforce the use restrictions or easements contained in this Declaration, (b) to enforce the Rules adopted by the Board, (c) to enforce the architectural provisions in **Article 8** (Design Review), including any duly adopted Design Guidelines, (d) to collect any unpaid assessments, fines or penalties levied pursuant to this Declaration, (e) for a claim, the total value of which is less than Fifty Thousand Dollars ($50,000), (f) for a cross-complaint in legal proceedings to which the Association is already a party, or (g) against Declarant in compliance with **Section 16.5.1** (Notice to Members Prior to Filing Legal Proceedings).

16.5.7 California Civil Code Sections 6000-6150. Nothing contained herein shall be deemed a waiver or limitation of the provisions of California Civil Code Sections 6000-6150 (Chapter 11 of the Davis-Stirling Common Interest Development Act).

16.5.8 Use of Damage Award Funds. Any and all amounts awarded (other than a specific award of attorney's fees and costs) to a claimant on account of a claimed construction or design defect in the Community, or damage suffered as a result thereof, shall be expended by such claimant for the repair, rehabilitation, or remediation of the claimed defect or damage.

16.5.9 Funding of Special Benefit Area Claims and Actions. Notwithstanding any other provisions of the Governing Documents, the resolution of Disputes under **Section 16.5** (Dispute Mechanisms) including, without limitation, mediation, arbitration or litigation of any claims and other actions related exclusively to a Special Benefit Area shall be funded solely from the contributions of the Owners within such Special Benefit Area, or by a Special Assessment levied only on the Owners within the applicable Special Benefit Area, and/or from the separate reserve account funds for the applicable Special Benefit Area.

16.5.10 Miscellaneous. Nothing in this Article shall constitute a waiver of any of the benefits of statute of limitations or equitable defense by any party. Notwithstanding any other provision of this Declaration, this Article may not be amended without the prior written consent of Declarant.

ARTICLE 17
CITY REQUIRED PROVISIONS

17.1 **City Required Provisions**. Pursuant to the conditions of approval applicable to the Community, the City has required the inclusion in this Declaration of the provisions contained in this Section.

17.1.1 In addition to the restrictions and requirements set forth in **Section 2.8.5** (Garage Use), no Owner shall perform an illegal garage conversion. In addition, all garages shall provide adequate vehicle access and shall be maintained for the parking of two vehicles, unless otherwise permitted by law and the terms of this Declaration.

17.1.2 Future room additions to a Unit and expansion of Exclusive Use Balconies or Exclusive Use Courtyards shall not be permitted.

17.1.3 Interior access to all rooms/areas of the Units shall be maintained at all times. No sections of the Units may be partitioned off and provided solely with exterior access. In addition, no secondary kitchen or other cooking facilities may be constructed within a Unit or provided.

17.1.4 In addition to all other reviews and approvals that may be required pursuant to the Governing Documents, modification to any wall or fence within the Community, including the wall or fence height, shall be reviewed and approved by the City Planning Division prior to building permit issuance.

17.1.5 The Association shall file with the City of Buena Park Community Development Department the names, addresses and telephone numbers of the Association's property management company and responsible property manager and each member of the Board, as of January 1st of each year.

17.1.6 Within a required vision clearance area over the Private Streets there shall be no fence, tree, shrub or other obstruction to sight between two feet and seven feet above the established street grade. Vision clearance areas shall be provided at any driveway entrance from or exit to a public street, which shall consist of triangular areas on each side of the driveway measuring fifteen feet along the street property line and fifteen feet along the edge of the Private Street driveway from the point of intersection to the edge of the Private Street driveway with the street property line.

17.1.7 All trees throughout the Community shall be properly maintained in living condition and any damaged or diseased tree in the Association Property, other than an Exclusive Use Yard, shall be replaced by the Association and any damaged or diseased tree in an Exclusive Use Yard shall be replaced by the Owner of the Unit to which the Exclusive Use Yard is appurtenant.

17.1.8 No vehicular gates or speed bumps within the fire lanes in the Community may be installed prior to City review and approval.

ARTICLE 18
GENERAL PROVISIONS

18.1 **Headings**. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

18.2 **Severability**. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Declaration shall become illegal, null, void, against public policy or otherwise unenforceable, for any reason, the remaining portions of this Declaration shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

18.3 **Cumulative Remedies**. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver.

18.4 **No Unlawful Restrictions**. No Owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of its Condominium on the basis of any federal or state protected class, including without limitation, race, sex, color or creed.

18.5 **Liberal Construction**. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

18.6 **Notice of Sale of Condominium**. Concurrently with the consummation of the sale of any Condominium under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notice shall set forth the name of the transferee and its Mortgagee and transferor, the common address of the Condominium purchased by the transferee, the transferee's and the Mortgagee's mailing address, and the date of sale. Prior to the receipt of such notice, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notice to the Board. Notices shall be deemed received forty-eight (48) hours after mailing if mailed to the transferee, or to its transferor if the Board has received no notice of transfer as above provided, by certified mail return receipt requested, at the mailing address above specified. Notices shall also be deemed received on the next business day after being sent by overnight courier or upon delivery if delivered personally to any occupant of a Condominium over the age of twelve (12) years.

18.7 **Number; Gender**. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

18.8 **Exhibits**. All exhibits referred to in this Declaration are attached to this Declaration and incorporated by reference.

18.9 **Binding Effect**. This Declaration shall inure to the benefit of and be binding on the successors and assigns of Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

18.10 **Easements Reserved and Granted**. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed by Declarant to any Condominium.

18.11 **Statutory References**. All references in this Declaration to various statutes, codes, regulations, ordinances and other laws shall be deemed to include those laws in effect as of the date of this Declaration and any successor laws as may be amended from time to time.

18.12 **VA and FHA Approval**. For so long as (i) VA blanket loan approvals are in effect for the Community, (ii) Declarant has Class B rights pursuant to **Section 5.2.2** (Class B Members), and (iii) any VA loan encumbers any Condominium in the Community, the following actions shall require the prior approval of VA: (i) any reorganization, merger, dissolution, or consolidation of the Association; (ii) any Material Amendment to this Declaration (as defined in **Section 14.3** (Approval of Material Amendments) above), a draft of which shall be submitted to and approved by the VA prior to recordation; and/or (iii) any extraordinary actions. For purposes of this Section "extraordinary actions" means any of the following: (a) merging or consolidating the Association; (b) determining not to require professional management if previously required by a lender or; (c) expanding the Property to include land not described as Annexable

Property if such addition increases the overall land area of the Community or number of units in the Community by more than ten percent (10%); (d) abandoning, partitioning, encumbering, mortgaging, conveying or selling or otherwise transferring or relocating the boundaries of the Association Property except as otherwise permitted by VA; (e) using insurance proceeds to purposes other than construction or repair of the insured Improvements, or (f) making capital expenditures (other than for repair or replacement of existing Improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget. FHA shall have the same approval rights given to VA in this Section if an FHA blanket loan approval is in effect for the Community or an FHA loan encumbers any Condominium.

18.13 Applicability of FHA/FNMA/VA Regulations. For so long as FHA, FNMA and/or VA blanket loan approvals are in effect for the Community and while any FHA/FNMA/VA loan encumbers any Condominium in the Community pursuant to such blanket approval, the FHA, FNMA and VA guidelines and regulations shall apply to the Community to the extent that FHA, FNMA or VA, respectively, asserts application of such guidelines and regulations and those guidelines and regulations are not in conflict with California law or with the requirements of the DRE. At such time as the blanket loan approvals are no longer in effect and no FHA, FNMA or VA loans encumber any Condominium in the Community, the FHA, FNMA and VA guidelines and regulations shall have no further applicability with respect to the Community.

ARTICLE 19
CO-DECLARANTS; RIGHTS OF AG

19.1 Co-Declarants. If AG becomes a Declarant at a time when Lennar is still Declarant, then AG and Lennar (and their respective assignees) shall be co-Declarants.

19.2 Provisions Applicable While There Are Co-Declarants. Notwithstanding anything to the contrary contained in the Declaration, for so long as AG and Lennar (and/or their respective assigns) are co-Declarants, then the following provisions shall apply:

19.2.1 The removal of any of the Property from the effect of the Declaration shall require the written consent of both co-Declarants, unless one co-Declarant no longer owns any of the Property or Annexable Property, then such co-Declarant's consent shall not be required. AG shall have the unilateral right to annex any of the AG Property and Lennar shall have the unilateral right to annex any of the Lennar Property.

19.2.2 Lennar shall be entitled to exercise the Declarant's right to record or approve Supplementary Declarations without the consent of AG, but only as to the Lennar Property and only if such Supplementary Declaration has no material effect on either AG or the AG Property, and AG shall be entitled to exercise the Declarant's right to record or approve Supplementary Declarations without the consent of Lennar, but only as to the AG Property and only if such Supplementary Declaration has no material effect on either Lennar or the Lennar Property.

19.2.3 Any adoption, repeal, or amendment to the Rules and/or any rules and conditions governing the use of Association Property by third parties (including whether and the amount of any fees payable) shall be determined by and require the written consent of both co-Declarants.

19.2.4 Notwithstanding anything to the contrary contained in this Declaration or the Bylaws, the right of Declarant to appoint or remove members of the Board and the Design Review Committee shall be exercised by the co-Declarant owning a majority of all Units (both existing within the Property and planned Units contained in the Annexable Property) owned by all co-Declarants (e.g., if at the time of determination Lennar owns more than fifty percent (50%) of all of the existing and planned Units then contained in the Property and Annexable Property owned by both Lennar and AG, then Lennar shall control the right to appoint and remove members of the Board and the Design Review Committee, but if and when AG owns more than fifty percent (50%) of all of the Units then contained in the Property and Annexable Property owned by both Lennar and AG, then AG shall control the right to appoint and remove members of the Board and the Design Review Committee. If Lennar and AG each own the same number

of Units then contained in the Property and Annexable Property, then for so long as such condition continues, any such right shall be exercised with mutual consent of both co-Declarants.

19.2.5 Any exercise of Declarant rights to amend the Declaration unilaterally shall require the written consent of both Declarants unless such amendment affects only the Lennar Property which shall be exercised solely by Lennar or if such amendment affects only the AG Property which shall be exercised solely by AG.

19.2.6 Except as otherwise specified above, each Declarant shall be entitled to exercise any Declarant rights applicable to and affecting only a specific Unit, but only as to the Unit(s) owned and/or developed by such Declarant.

19.3 AG's Consent Required While Option is in Effect. Notwithstanding anything contained in this Declaration, and as long as the Option Agreement is in full force and effect, the following shall apply in addition to the limitation and restrictions contained in the Option Agreement:

19.3.2 Any document approved by Declarant that will be recorded against any portion of the AG Property (including, without limitation, any plat or replat) shall require the prior written consent of AG. Any such document recorded without AG's prior consent shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded.

19.3.3 No Assessments shall be levied against AG Property which remain subject to the Option Agreement.

19.3.4 Lennar shall obtain AG's written consent prior to appointing any person other than an employee of Lennar to the Board as a Declarant appointed director, or to removing any Declarant appointed Director as a member of the Board and replacing such member with any person other than an employee of Lennar. The foregoing provision does not prevent the Board from removing or replacing any homeowner representative Board member.

19.3.5 So long as AG owns any AG Property, any amendment to this Declaration, including, without limitation, any amendment to the Design Guidelines, shall require the prior written approval of AG. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by AG and recorded.

IN WITNESS WHEREOF, this Declaration is made on _____ by Declarant.

DECLARANT:

LENNAR HOMES OF CALIFORNIA, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, 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 _____

CONSENT OF RECORD OWNER

The undersigned ("**Record Owner**") hereby consents to the recordation of this instrument which encumbers the real property owned by the undersigned covered under this Declaration of Covenants, Conditions and Restrictions and Establishment of Easements of Trellis.

Date: _____

RECORD OWNER:

TPG AG EHC III (LEN) CA 4, L.P.,
a Delaware limited partnership

By: Essential Housing Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: _____
Steven S. Benson, its Manager

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 202___, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (LEN) CA 4, L.P., a Delaware limited partnership, for and on behalf thereof.

_____
Notary Public

(SEAL)

EXHIBIT "A"
PROPERTY

The Property includes both the Condominiums and Association Property located in the City of Buena Park, County of Orange, State of California described as follows:

CONDOMINIUMS:

Units 79 through 83, inclusive, and Common Area within Residential Module 1 as shown on the Condominium Plan for Trellis recorded in the Office of the County Recorder of Orange County, California, on _____, 202__, as Instrument No. _____ ("**Condominium Plan**"), which is located within Lot 1 of Tract No. 19319, in the City of Buena Park, County of Orange, State of California, as per map filed in Book 1016, Pages 48 through 50 of Miscellaneous Maps, in the Office of the County Recorder of said County.

ASSOCIATION PROPERTY:

Trash Enclosure Module 1 and Residential Module 1 as shown on the Condominium Plan, excepting from Residential Module 1 the Units and Common Area.

EXHIBIT "B"
ANNEXABLE PROPERTY

The Annexable Property includes the real property located in the City of Buena Park, County of Orange, State of California described as follows:

Lot 1 of Tract No. 19319, in the City of Buena Park, County of Orange, State of California, as per map filed in Book 1016, Pages 48 through 50 of Miscellaneous Maps, in the Office of the County Recorder of said County, excepting therefrom the property set forth on **Exhibit "A"**.

EXHIBIT "C"
MAINTENANCE CHART

Each Owner is responsible for the maintenance, repair and replacement of all elements of the Unit, except as otherwise set forth below or in the Governing Documents. The Association is responsible for all of the maintenance, repair and replacement of the Association Property. Notwithstanding the foregoing, in the event of a casualty, the Association shall repair and replace all items covered by the Association's insurance. The Owner Maintenance Manual and the Association Maintenance Manual may also expand on the scope of the maintenance responsibilities set forth below.
"O" indicates an obligation of the Owner.
"A" indicates an obligation of the Association.
"N/A" indicates an obligation that is "not applicable."

IMPROVEMENT	MAINTENANCE OBLIGATION & RESPONSIBLE PARTY						
	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
The interior of Units including, without limitation, all appliances, cabinets, plumbing fixtures and all other items within Units whether free-standing or built in	O	O	O	O	O	O (if applicable)	N/A
Utility Facilities and equipment which exclusively service a Unit whether located in a Unit or the Association Property	N/A	O	O	O	N/A	N/A	N/A
Windows enclosing Units, including, without limitation, metal frames, tracks and exterior screens of glass doors and windows	O	O	O	O	A (exterior of the window frame only)	N/A	N/A
Doors (including, without limitation, the garage doors) enclosing Units	O	O	O	O	A	N/A	N/A
Exclusive Use Balconies (excluding any railings, walls and fencing surrounding such areas)	O	A (excluding any Improve-ments installed by Owner)	A (excluding any Improve-ments installed by Owner)	A (excluding any Improve-ments installed by Owner)	A (excluding any Improve-ments installed by Owner)	A (excluding any Improve-ments installed by Owner)	N/A
Exclusive Use Courtyards (excluding any fencing and walls surrounding such areas)	O	O	O	O	N/A	N/A	N/A
Exclusive Use Yards (excluding any fencing and walls surrounding such areas)	O	O	O	O	N/A	N/A	N/A
Exterior fixtures including, without limitation, light fixtures, photocells, and light bulbs not servicing Exclusive Use Easement Areas and front entries of Units	A	A	A	A	A	N/A	N/A

Each Owner is responsible for the maintenance, repair and replacement of all elements of the Unit, except as otherwise set forth below or in the Governing Documents. The Association is responsible for all of the maintenance, repair and replacement of the Association Property. Notwithstanding the foregoing, in the event of a casualty, the Association shall repair and replace all items covered by the Association's insurance. The Owner Maintenance Manual and the Association Maintenance Manual may also expand on the scope of the maintenance responsibilities set forth below.

"O" indicates an obligation of the Owner.

"A" indicates an obligation of the Association.

"N/A" indicates an obligation that is "not applicable."

IMPROVEMENT	MAINTENANCE OBLIGATION & RESPONSIBLE PARTY						
	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
Exterior fixtures including, without limitation, light fixtures, photocells and light bulbs servicing Exclusive Use Easement Areas and front entry of Units	O	O	O	O	O	N/A	N/A
Individual locks for Units' mailbox (subject to postal requirements)	O	O	O	O	N/A	N/A	N/A
Drainage system within Exclusive Use Easement Areas	O	O	O	O	N/A	N/A	N/A
Association Property, including, without limitation, roof, structural components, bearing walls, foundations of Condominium Buildings, except for Exclusive Use Easement Areas	A	A	A	A	A	A	A
Association Property, including without limitation, Private Streets, landscaping, open spaces, except for Exclusive Use Easement Areas	A	A	A	A	A	A	A
Utility Facilities serving two or more Units and private Utility Facilities located in the Association Property so long as they do not exclusively service a Unit	N/A	A	A	A	N/A	N/A	N/A
Cluster mailboxes (excluding locks on individual mailboxes)	A	A	A	A	A	N/A	N/A
Walls, fencing and railings located on Association Property not enclosing Exclusive Use Easement Areas	A	A	A	A	A	N/A	N/A
Walls, fencing and railings enclosing Exclusive Use Balconies	O	A	A	A	A	A	N/A
Walls, fencing and railings enclosing Exclusive Use Courtyards and gates located thereon	O	A	A	A	A	A	N/A

Each Owner is responsible for the maintenance, repair and replacement of all elements of the Unit, except as otherwise set forth below or in the Governing Documents. The Association is responsible for all of the maintenance, repair and replacement of the Association Property. Notwithstanding the foregoing, in the event of a casualty, the Association shall repair and replace all items covered by the Association's insurance. The Owner Maintenance Manual and the Association Maintenance Manual may also expand on the scope of the maintenance responsibilities set forth below.

"O" indicates an obligation of the Owner.

"A" indicates an obligation of the Association.

"N/A" indicates an obligation that is "not applicable."

IMPROVEMENT	MAINTENANCE OBLIGATION & RESPONSIBLE PARTY						
	Clean	Maintain	Repair	Replace	Paint	Resurface	Repave
Vinyl walls enclosing Exclusive Use Yards and gates located thereon	O	O	O	O	O	O	N/A
Slumpstone walls enclosing Exclusive Use Yards (excluding gates)	O	A	A	A	A	A	N/A
HVAC units servicing Units	O	O	O	O	N/A	N/A	N/A
Submeters servicing Units	O	A	A	A	N/A	N/A	N/A
Solar Energy System serving Units	O	O	O	O	N/A	N/A	N/A
Fire Systems located in Shared Fire System Condominium Buildings (excluding smoke detectors and carbon monoxide monitors located within the Units)	O	A	A	A	A	A	N/A
Fire Systems located in Condominium Buildings that are not a Shared Fire System Condominium Building (excluding smoke detectors and carbon monoxide monitors located within the Units)	O	O	O	O	O	O	N/A
Smoke detectors and carbon monoxide monitors located within the Units	O	O	O	O	N/A	N/A	N/A

RESOLUTION NO. 14921
TENTATIVE TRACT MAP NO. TT-24-1
CONDITIONAL USE PERMIT NO. CU-24-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING A TENTATIVE TRACT MAP TO SUBDIVIDE AN EXISTING 3.87-ACRE PARCEL FOR CONDOMINIUM PURPOSES IN CONJUNCTION WITH CONDITIONAL USE PERMIT TO ALLOW FOR THE DEVELOPMENT OF 93-UNIT TOWNHOMES, AND TO ALLOW BUILDING HEIGHTS UP TO 37 FEET 7 INCHES FOR THE PROPERTY LOCATED AT 8030 DALE STREET (APN: 070-501-01), AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, Christopher Courtney of Brandywine Homes,("Applicant"), 2355 Main Street, Suite 220, Irvine, CA 92614, on behalf of Perge Ventures, Inc., a Delaware Corporation, property owner, 13000 E. Firestone Boulevard, Santa Fe Springs, CA 90670 has filed an application for a Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 to subdivide an existing parcel containing 3.87-acres for condominium purposes, and allow development of ninety-three (93) unit townhomes with building heights up to 37 feet 7 inches for the property located at 8030 Dale Street in Buena Park, California, in the County of Orange (APN: 070-501-01). Hereinafter in this Resolution, the subject Tentative Tract Map and Conditional Use Permit request are referred to as the "Application."; and

WHEREAS, the Planning Commission of the City of Buena Park conducted a duly noticed public hearing, as required by law, to consider Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 along with a Mitigated Negative Declaration No. MND-24-2 for the Project. Said public hearing was conducted and concluded on August 28, 2024; and

WHEREAS, the Planning Commission approved Resolution No. 6359 recommending that the City Council adopt Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1, as conditioned; and

WHEREAS, a public hearing before the City Council on this item was noticed and scheduled for September 24, 2024, and the hearing on the item was continued to the regularly scheduled City Council meeting of November 12, 2024.

WHEREAS, on November 12, 2024, the City Council conducted a duly noticed public hearing on the Application, as required by law, and concluded said hearing prior to the adoption of this Resolution; and

WHEREAS, the City Council of the City of Buena Park has reviewed and considered all components of the proposed Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 and concluded its public hearing prior to adoption of this resolution; and

WHERAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to the City Council during the above-referenced hearing, including written staff reports, verbal testimony, and the Conditional Use Permit CU-24-1 Development Plans stamped "RECEIVED JUL 3 2024 PLANNING DIV." and Tentative Tract Map TT-24-1 Plans stamped "RECEIVED JUL 14 2024 PLANNING DIV.," this City Council hereby specifically finds, determines, and resolves as follows:

Conditional Use Permit

a. **FINDING:** The proposed use and development is consistent with the General Plan and any applicable specific plans.

FACT: The proposed 93-unit townhome residential development is a permitted use within the RM-20 (Medium-Density Multifamily Residential) zone, as conditioned, and approved concurrently with General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, and Mitigated Negative Declaration No. MND-24-2 with the appropriate Conditions of Approval and Mitigation Measures will meet all applicable requirements of the General Plan and Zoning Ordinance, and other laws. The proposal is consistent with the design goals of the Architectural Design Guidelines for multifamily residential developments by providing building and site enhancements. The proposal will comply with density, lot coverage, setbacks, floor area, parking, circulation, open space, building materials, as conditioned, and other applicable requirements.

b. **FINDING:** The site is adequate in size, shape, topography, location, utilities and other factors, to accommodate the proposed use.

FACT: The site area will be adequate in size, shape, topography, location, utilities and other factors to accommodate the townhome community. The site is relatively flat, and can accommodate the proposed development along with open space provisions for the future residents.

c. **FINDING:** Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: The Project will gain access from La Palma Avenue and Dale Street. La Palma Avenue is considered a Primary Highway in the City's Mobility Element, within the General Plan. A Primary Highway is a four-lane divided roadway, with a typical right-of-way width of 100 feet, and a roadway width curb to curb of 84 feet, including a 14-foot median. Additionally, Dale Street is

considered a Secondary Arterial in the City's Mobility Element, within the General Plan. A Secondary Arterial is a four-lane undivided (without a median) roadway, with a typical right-of-way width of 80 feet, and a roadway width from curb-to-curb of 64 feet. Both driveways enter the site into a 24-foot-wide interior street. The driveways are not proposed to be gated, which eliminates potential for queuing vehicles into the public right-of-way for site access. The Project proposes to construct a raised landscaped center median on La Palma Avenue to allow for left out and left in access to the Project site. As such, adequate street access and traffic capacity are available to serve the proposed 93-unit townhome development as well as existing and anticipated development in the surrounding area.

d. **FINDING:** Adequate utilities and public services will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: Adequate utilities and public services will be available, as conditioned, to serve the use, as well as, existing and anticipated development in the surrounding area. The Site is fully served by utilities, and meets the City standards for public services and utilities to the serve the Site.

e. **FINDING:** The use and development will be compatible with the intended character of the area.

FACT: The proposed 93-unit townhome residential development will be compatible with the intended character of the area and not negatively impact surrounding properties since the investment in the currently underutilized property with a vacant commercial building will elevate the property's aesthetics. All improvements meet the Buena Park Municipal Code requirements for the RM-20 zone as well as the Design Guidelines for Multi-Family for the purpose of promoting high-quality design that is compatible with adjacent properties. The exterior architectural design is in reasonable harmony with the architectural character of the surrounding area. All the building materials, colors, and finishes proposed for the townhome residential development are in harmony with the surrounding area. As conditioned, the proposed 93-townhome units will enhance the visual integrity of the subject property as well as the surrounding area.

f. **FINDING:** Any criteria set forth elsewhere in this Title for the approval the specific use and development will be satisfied.

FACT: Pursuant to the Buena Park Municipal Code (BPMC) Section 19.412.010 (Uses Permitted), condominiums require approval of a Conditional Use Permit in the RM-20 (Medium-Density Multifamily Residential) zone as amended by Z-32-1. As

conditioned, the proposed townhome development will complement the surrounding area and all the criteria set forth elsewhere in this Title for approval will be satisfied.

g. **FINDING:** Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.

FACT: An Initial Study/Mitigated Negative Declaration No. MND-24-2 was prepared in connection with the associated General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, Tentative Tract Map No. TT-24-1, and Conditional Use Permit No. CU-24-1. Environmental impacts were studied and mitigation measures identified in the Mitigation Monitoring and Reporting Program to mitigate potential environmental impacts to less than significant levels. Additionally, there are conditions of approval that shall be implemented to prevent potentially adverse effects on the general public.

Subdivision (TT-24-1)

a. The subdivision map design and improvements are consistent with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance and the State Subdivision Map Act. The plan conforms to density pursuant to the State Density Bonus Law (Government Code Section 65915), open space, street design, and includes required public improvements consistent with the General Plan designation of High-Density Residential as amended by GP-23-1. The High-Density Residential land use designation is characterized by condominium and apartment development with a base density of 20 dwelling units per acre. The density standard may increase to 24 dwelling units per acre with the application of the Site Area Bonus. The Affordable Housing Area Bonus may increase the density to 30 dwelling units. The Project proposes the development of 93 townhome units on approximately 3.87 acres, consistent with the High-Density Residential designation with the applied State Density Bonus Law. The Project further conforms to the General Plan goals and policies for the reasons set forth in Part B to Resolution for GP-23-1, which findings are incorporated herein by reference. The subdivision map is also consistent with the Zoning Code as amended by Zone Change Z-23-1, which rezones the Site from CS (Community Shopping) to RM-20 (Medium-Density Multifamily Residential) which authorizes medium-density residential uses. The Vesting Tentative Tract Map is consistent with RM-20 zoning district, and facilitates the development of the Site consistent with standards set forth in the Development Plans.

b. The site is physically suitable for the type of development. The site is rectangular in shape and is relatively flat and will accommodate the proposed development. The development standards applicable to the Site are set forth in the Development Plan attached as Attachments 5a, 5b, and 6 to the Planning Commission Staff Report. The Development Plan proposes the development of the Site in a manner that is compatible with adjacent uses and the surrounding neighborhood with the townhomes generally dispersed evenly throughout the Project site. The Site, which is generally bounded by Dale Street to the west, La Palma Avenue to the north, and

single-family residences to the east and south, promotes pedestrian and vehicular accessibility with the main access to the Site located off La Palma Avenue with a secondary access driveway located off Dale Street. The Project also contemplates private streets that would provide internal circulation within the Project site. The internal streets would provide pedestrian access while maintaining an efficient circulation system for vehicles and emergency vehicle access.

c. Neither the design of the subdivision nor the proposed improvements will cause environmental damage or affect fish, wildlife or their habitat. As evaluated in the Mitigated Negative Declaration (MND-24-2), the MND identified the following areas, which required mitigation to be considered less than significant impacts: Biological Resources, Cultural Resources, Geology & Soils, Noise, Hazards & Hazardous Materials, and Tribal Cultural Resources. With the mitigation measures incorporated into the Mitigation Monitoring and Reporting Program included in the MND-24-2, the environmental analysis concluded that the project will not have a significant impact on the environment.

d. The project design will be consistent with the existing and intended area character and design. The Project is harmonious with the surrounding neighborhood and the Vesting Tentative Tract Map facilitates the development of the Site consistent with the Development Plans, which implements the Project in a manner that is compatible with adjacent uses and the surrounding neighborhood.

e. The design of the development and proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of, properties within the proposed subdivision. There is no public access easement through the site. Access will occur from public rights-of-way.

Section 3. The City Council has considered the proposed subdivision shown on the Vesting Tentative Tract Map, with the recommended conditions, to determine whether to make any of the findings set forth in the subsections of Section 66474 of the Government Code which states "A legislative body of a city or county shall deny approval of a vesting tentative map, or a parcel map for which a vesting tentative map was not required, if it makes any of the following findings:"

FINDING: Government Code Section 66474(a) - That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

FACT: As detailed above, the Vesting Tentative Tract Map is consistent with the General Plan and Zoning, as amended. The Project conforms to the goals and policies in the General Plan as set forth in Part B for General Plan Amendment GP-23-1.

FINDING: Government Code Section 66474(b) - That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

FACT: As detailed above, the design and improvement of the subdivision, as contemplated in the Development Plans attached

as Attachments 5a, 5b, and 6 to the Staff Report, is consistent with the General Plan and Zoning, as amended. The subdivision map design and improvements are consistent with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance and the State Subdivision Map Act. The plan conforms to density pursuant to the State Density Bonus Law (Government Code Section 65915), open space, street design, and includes required public improvements consistent with the General Plan designation of High-Density Residential and RM-20 (Medium-Density Multifamily Residential) as amended by GP-23-1 and Z-23-1.

FINDING: Government Code Section 66474(c) - That the site is not physically suitable for the type of development.

FACT: The site is physically suitable for the townhome residential development proposed. As detailed above, the site is rectangular in shape and is relatively flat and will accommodate the proposed development. The development standards applicable to the Site are set forth in the Development Plan attached as Attachments 5a, 5b, and 6 to the Staff Report. The Development Plan proposes the development of the Site in a manner that is compatible with adjacent uses and the surrounding neighborhood with the townhomes generally dispersed evenly throughout the Project site. The Site, which is generally bounded by Dale Street to the west, La Palma Avenue to the north, and single-family residences to the east and south, promotes pedestrian and vehicular accessibility with the main access to the Site located off La Palma Avenue with a secondary access driveway located off Dale Street. The Project also contemplates private streets that would provide internal circulation within the Project site. The internal streets would provide pedestrian access while maintaining an efficient circulation system for vehicles and emergency vehicle access.

FINDING: Government Code Section(d) - That the site is not physically suitable for the proposed density of development.

FACT: The site is physically suitable for the proposed density of the development which includes 93 residential townhome units on approximately 3.87 acres. The site is rectangular in shape and is relatively flat and will accommodate the proposed density for the development. The project site's General Plan land use designation will need to be amended from the current designation of Commercial to High Density Residential, as well as rezoned from Community Shopping (CS) to RM-20 (Medium-Density Multifamily Residential). Development in the High-Density Residential land use designation is characterized by condominium and apartment development with a base density of 20 dwelling units per acre. The density standard may increase

to 24 dwelling units per acre with the application of the Site Area Bonus. The Affordable Housing Area Bonus may increase the density to 30 dwelling units. The proposed development of the site, which is primarily vacant, will help revitalize the site in a manner that will be harmonious with the adjacent neighborhoods.

FINDING: Government Code Section(e) - That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

FACT: Neither the design of the subdivision nor the proposed improvements will cause substantial environmental damage or affect fish, wildlife or their habitat. As evaluated in the Mitigated Negative Declaration (MND-24-2), the MND identified the following areas, which required mitigation in order to be considered less than significant impacts: Biological Resources, Cultural Resources, Geology & Soils, Noise, Hazards & Hazardous Materials, and Tribal Cultural Resources. With the mitigation measures incorporated into the Mitigation Monitoring and Reporting Program included in the MND-24-2, the environmental analysis concluded that the project will not have a significant impact on the environment.

FINDING: Government Code Section 66474(f) - That the design of the subdivision or type of improvements is likely to cause serious public health problems.

FACT: Neither the design of the subdivision nor the type of improvements are likely to cause serious public health problems. Issues of public health were evaluated in the Mitigated Negative Declaration (MND-24-2), which determined that the Project will not have a significant impact on the environment.

FINDING: Government Code Section 66474(g) - That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

FACT: Neither the subdivision nor the types of improvements will conflict with easements acquired by the public at large for access through, or use of, property within the subdivision. The Project contemplates private streets that would provide internal circulation within the Project site, including pedestrian access while maintaining an efficient circulation system for vehicles and emergency vehicle access.

Section 4. Government Code Section 66412.3. In approving this Vesting Tentative Tract Map, the City has considered the housing needs of the region. Approval of the Vesting

Tentative Tract Map will facilitate the ability to develop approximately 93 residential units, which will significantly enhance the City's supply of housing, including the City's supply of affordable housing. As evaluated in the Mitigated Negative Declaration (MND-24-2), the proposed project will be sufficiently serviced by infrastructure and public services will be sufficiently available.

Section 5. Government Code Section 66473.1. The design of the subdivision reflected on the Vesting Tentative Tract Map provides, to the extent feasible, for passive and natural heating and cooling opportunities. The residential buildings, and open spaces, will to the extent feasible, account for optimized shading, taking into account open space and building design requirements and associated design elements.

Section 6. The City Council of the City of Buena Park has reviewed and considered all components of the requested Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 and adopts the attached Mitigated Negative Declaration MND-24-2 and associated Mitigation Monitoring and Reporting Program and certifies that the Mitigated Negative Declaration for General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, Tentative Tract Map No. TT-24-1, and Conditional Use Permit No. CU-24-1 has been completed in compliance with the California Environmental Quality Act, the State CEQA Guidelines, and local procedures adopted pursuant thereto, and has reviewed and considered the information contained in the MND. The City of Buena Park shall file a Notice of Determination (NOD) with the County Clerk of Orange County and the Secretary of the Resources Agency pursuant to the provisions of Section 21152 of Public Resources Code and State CEQA Guidelines Section 15075 adopted pursuant thereof.

Section 7. Based upon the findings and conclusions set forth in this Resolution, the City Council hereby approves Conditional Use Permit CU-24-1 Development Plans stamped "RECEIVED JUL 3 2024 PLANNING DIV." and Tentative Tract Map TT-24-1 Plans stamped "RECEIVED JUL 14 2024 PLANNING DIV.," as modified herein and the conditions set forth in Section 8 of this Resolution.

Section 8. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.
2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.

ORANGE COUNTY FIRE AUTHORITY (OCFA):

1. Plan Submittal: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.
2. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
    - Fire Master Plan (service code PR145)
3. Prior to issuance of a building permit:
    - Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
4. Prior to concealing interior construction:
    - Sprinkler monitoring system (service code PR500)
5. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.
6. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
7. Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.
8. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

PUBLIC WORKS DEPARTMENT:

DESIGN:

1. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.

2. New Public Improvements to include the following:

   A. All vehicular access to the site shall be provided in locations approved by the Traffic Division. An emergency access within the project parcel shall be approved by the Orange County Fire Authority and an approved copy of the plan shall be submitted to the Engineering Division with the submittal of the grading plan.

   B. A raised landscape median on La Palma Ave. shall be constructed to accommodate left turns into and out of the development. It is the responsibility of the developer/owner to prepare a design that is submitted and approved by the Public Works Engineering Division. All landscaping/irrigation/sprinkler improvements within the median shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code. The maintenance of the landscaped median, including all electrical, water and drainage facilities in public ROW shall be the City's responsibility, upon completion of the project.

   C. All new utilities to the project site shall be undergrounded.

   D. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and storm water impact fees shall be per the latest City Fee Schedule.

   E. Planting of new trees and ground cover with irrigation system will be required within the parkway landscaping area along the project parcel frontage on Dale St. and La Palma Ave. The type of tree to be planted will be per the Urban Forest Management Plan which is as follows or other as approved by City Engineer:

      Dale Street
      - Primary: Mexican Fan Palm;
      - Recommendation 1: Canary Island Pine;
      - Recommendation 2: Southern Magnolia

      La Palma Avenue
      - Primary: Mexican Fan Palm;
      - Recommendation 1: Mexican Fan Palm;
      - Recommendation 2: Tuscarora Crape Myrtle;
      - Recommendation 2: Evergreen Pear

      Owner shall maintain landscaping area per Chapter 19.1112.070 of the City Code.

   F. Developer shall install two SmartCover Systems or approved equal, to prevent sanitary sewer overflows. The SmartCover systems to be installed on manhole #37-104 and #42-95 both on La Palma Avenue, please see Exhibit A. The project level CC&R's shall address allocation of costs associated with the payment of on-going annual monitoring fees and replacement power supply to the

SmartCover Manufacture. Upon completion of the project, the City will be responsible for the maintenance of the SmartCovers which includes the installation of the replacement power supply.

G. A double detector check assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractor shall supply and install City approved water meters in the public right-of-way.

H. The existing two driveway approaches along Dale St. and the two driveway approaches along La Palma Ave. shall be removed and replaced with curb and gutter, sidewalk, and a landscape parkway per City Std. 206.

I. The proposed driveway approaches on Dale St. and on La Palma Ave. are to be constructed per City Std. 209. Sidewalks, curb and gutter along the project frontage that are lifted, fractured or failing shall be removed and replaced per City standards.

J. Easement shall be granted to the City when public water and sewer systems are installed within private land. Easement for Ingress and Egress and Public Security Vehicle purposes to be granted to the City of Buena Park with Final Map.

K. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.

L. Water Meter Installation Requirements:
For 1" or smaller meter sizes, the water meter model shall be Neptune T-10 with Encoder that reads in gallons or City approved equal.
For 1.5" or larger meter sizes, the water meter model shall be Neptune HPT or Neptune MACH-10 with Encoder that reads in gallons or City approved equal.

3. Provide an engineering study for any proposed water connections to the City system. The study shall be prepared by a registered civil engineer for approval by the City Engineer. Any infrastructure upgrades necessary to meet the fire code or the domestic water capacity shall be mitigated by developer. Easements shall be dedicated as needed to accommodate a new public water system. The proposed utility connections shall be made to the City water systems in accordance with the City Code, standards and applicable Federal, State and County regulations.

4. A final hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the storm water for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.

5. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall recommend pavement structural section of proposed streets and parking lots. For the required WQMP, the report shall test and analyze soil conditions for LID (Low Impact Development) requirements, and the implementation of water quality for storm water runoff, including potential infiltration alternatives, soil compaction, saturation, permeability and ground water levels per the County of Orange Technical Guidance Document.

6. Prior to issuance of grading or building permits, permit applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the: structural and non-structural measures, detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates are can be found at: https://buenapark.com/city_departments/public_works/engineering_services/water_quality_management_plans.php

7. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. As this project is subject to this requirement, the preparation and implementation of a Storm water Pollution Prevention Plan (SWPPP) shall be submitted. A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.

8. A Tract map shall be prepared in accordance with the State Subdivision Map Act and Division I of Title 18 of the City Code. All improvements required to be completed by applicant shall be in accordance with the City standards and specifications. All maps shall be concurrently reviewed by the City and the Orange County Survey Department. The applicant shall forward all plan check comments received from the Orange County Survey Department to the City for each plan check.

PERMIT ISSUANCE:

1. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.

2. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.

3. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.

4. Prior to issuance of a grading permit, applicant shall record an approved WQMP that includes the Master Covenant & Agreement and an Operational Maintenance Plan with

the Orange County Recorder's office. Two hard copies of the WQMP in 3-ring binders shall be provided to the City.

5. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.

6. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

CONSTRUCTION:

1. A traffic control plan, prepared by a registered engineer, shall be submitted for approval for all utility connections, street improvements, and any other work performed in the public right-of-way that require a lane closure. A traffic control plan, prepared by a registered engineer, shall also be submitted for work on private property that results in lane closures.

2. When more than one trench cut is made to install utility lines, then the street shall be either slurry sealed or grind and capped with AC to the nearest lane line of a trench cut from property line to property line. The method of replacing the pavement in kind or better shall be decided based on existing pavement condition.

3. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.

4. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.

5. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.

6. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.

PLANNING DIVISION:

1. This approval shall be contingent upon the approval of General Plan Amendment No. GP-23-1, Zone Change No. Z-23-1, Tentative Tract Map No. TT-24-1, and Mitigated Negative Declaration No. MND-24-2.

2. This approval shall be for the development of a 93-unit townhome development consisting of one (1) density bonus unit, associated off-street parking, open space, and site improvements on approximately 3.87 acres on a property located at 8030 Dale Street in substantial compliance with Conditional Use Permit No. CU-24-1 Development Plans dated "RECEIVED JUL 3, 2024 PLANNING DIV.," and Vesting Tentative Tract Map No. 19319 Plans dated "RECEIVED JUL 14, 2024 PLANNING DIV.," and as conditioned herein.

3. The applicant and/or property owner shall ensure that a copy of the Planning Commission Resolution, including all conditions of approval, and mitigation measures contained in the Mitigation Monitoring and Reporting Program, be reproduced on the first pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.

4. The project shall be subject to all the mitigation measures and Project Design Features/Conditions of approval contained within the Mitigation Monitoring and Reporting Program (Appendix L of the Final Draft Initial Study/Mitigated Negative Declaration), dated August 28, 2024 and incorporated herein by reference, as Conditions of Approval.

5. An affordable housing agreement on a City provided form to be approved by the City Attorney shall be required prior to Building Division permit issuance. The proposed project will provide a total of 14 units to be designated as affordable housing as demonstrated in the "Affordable Housing Exhibit" dated July 15, 2024. Of the 14 units of affordable housing proposed, 12 units are designated as moderate-income and 2 units are designated as low-income. The affordable housing units shall be deed restricted for a term of 55 years.

6. Plans submitted for plan check shall include architectural amenities generally consistent with the submitted CU-24-1 conceptual development plans stamped "RECEIVED JUL 3, 2024 PLANNING DIV.," and Vesting Tentative Tract Map No. 19319 Plans dated "RECEIVED JUL 14, 2024 PLANNING DIV." All construction drawings submitted for the development shall include sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure architectural compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives. Specifications and samples of the following shall be submitted to the Planning Division for approval prior to issuance of building permits:

    a. Paint colors for stucco
    b. Stucco exterior finishes
    c. Roofing material
    d. Window trim
    e. Window shutters
    f. Gable accents
    g. Awnings
    h. Iron railing
    i. Enhanced light fixtures

    Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives.

7. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits. The applicant shall demonstrate that proposed

building materials, and other architectural/site features are rated for appropriate durability and longevity. In the event that said rating cannot be obtained, alternate materials shall be used under the direction of the Planning Division.

8. The second and third story windows on the east elevation of building "7A" and "8B", and the second story windows of the south elevations of buildings "9-13 C" and the east elevation of building "4D" shall be located to promote privacy between properties through such methods as offset or clerestory placement, use of opaque or view-obscuring glass, or faux windows.

9. A total of 186 garage parking spaces, and 27 open parking spaces, including 2 accessible parking spaces shall be provided and maintained.

10. Any new walls and fencing, including those shown on plans shall comply with the City of Buena Park Municipal Code (BPMC) Chapter 19.428 (Development Standards – Fences, Walls, Hedges, and Berms) and shall require separate fence and wall permit approval by the Planning Division, as necessary.

11. A 6-inch wide decorative masonry wall, at least 6 ft. high measured from the highest finished grade on either side of the wall, shall be provided and maintained along the south and east property lines; existing block walls on the south and east property lines shall be repaired and finished where needed consistent with the submitted conceptual plans stamped "RECEIVED JUL 3, 2024 PLANNING DIV.," and Vesting Tentative Tract Map No. 19319 Plans dated "RECEIVED JUL 14, 2024 PLANNING DIV." in accordance with the structural design approved by the Building Division. All the perimeter walls shall match in color and texture. No block wall construction shall occur until a Grading Plan has been approved by the Public Works Department, if required. Double walls shall be filled and capped to the satisfaction of the City.

12. Landscaping shall be installed in substantial compliance with plans dated "RECEIVED JUL 3, 2024 PLANNING DIV.". Detailed landscaping/irrigation/sprinkler plans, with signed and stamped Certification of Landscape Design form shall be submitted to the Planning Division for plan check. A 'Landscape Installation Certificate of Completion' shall be submitted to the Planning Division prior to final inspection of building permits. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.

13. The planting of trees and shrubs shall have plant material selected and planting methods used which are suitable for the soil and climatic conditions of the site. All landscaping areas along the entire site including along the east and south property lines shall be planted with sufficient quantities that include a mixture of 15-gallon, 24-inch box, including mature specimen trees up to a 36-inch box size, to provide screening and protect privacy of adjacent properties. The proposed type, sizes and locations of all landscaping along the east and south property lines shall comply with Southern California Edison easement land use guidelines to ensure that all landscaping will not impact the existing easements located within the property.

14. The open space areas within the development shall be generally consistent with the plans dated "RECEIVED JUL 3, 2024 PLANNING DIV." Specific features, including

exact design and specifications including landscaping, specified areas for active and passive areas shall be reviewed and approved by the Planning Division prior to the issuance of building permits. The open space areas and site amenities shall have appropriate durability and longevity and include elements that are consistent with the following:

a. Bar-be-que grills
b. Picnic tables and benches
c. Trellis shade structure
d. Bike racks
e. Trash, recycle, and hot ash receptacles
f. Play structures and safety surfacing
g. Decorative boulders
h. Pet waste stations

15. Decorative lighting to complement the Spanish Colonial architectural design of the development shall be provided throughout the entire development including the parking area and open space areas. Final location and design of light standards and wall fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits. Standard light poles with box fixtures shall not be considered decorative.

16. Plans submitted for plan check shall include complete photometric plan for the parking areas, drive aisles and open space areas to ensure that there are adequate levels of light within all portions of the parking, drive aisles and open space areas, adjacent properties and public rights of way to ensure proper public safety. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way.

17. All parking areas and driveways shall be paved and striped in compliance with BPMC Section 19.436.070 (Residential Parking Dimensions and Layout) and Section 19.436.080 (Residential Parking Improvements) as shown on the approved plan. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.

18. A six-inch high poured-in-place wheel stop shall be provided for all open parking spaces, located three feet inside of the front boundary of the stalls.

19. A decorative stamped and colored concrete pavement shall be provided at the main driveways along Dale Street and La Palma Avenue. The decorative stamped and colored concrete pavement shall extend the full width of the driveway a minimum of 20 feet from the street property line.

20. All decorative crosswalks located within the property shall match the decorative stamped and colored pavement at the main driveway entries.

21. A decorative metal screen fencing shall be provided to screen the utility closets located along Dale Street from public view. The decorative metal screen shall be subject to the review and approval of the Planning Division.

22. All rain gutters and downspouts shall be strategically located within the buildings to the maximum extent feasible and painted to match the colors of the building. Exact location of rain gutters and downspouts shall be submitted to the Planning Division for review and approval prior to issuance of building permits.

23. All roof-mounted mechanical equipment shall not visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and BPMC Section 19.340.020 (Visual Screening of Mechanical Equipment).

24. The proposed trash enclosures shall be in compliance with the Buena Park Municipal Code Section 19.424.010 (Trash Storage Facilities). Plans submitted for plan check shall include trash receptacles within the common open space areas. The design of the trash receptacles shall compliment the project.

25. Mailboxes shall be supplied, installed and designed to the approval of the Planning Division, with locations subject to the US Postal Service approval.

26. All signs including entry monument sign shall be subject to a separate review and approval by the Planning Division. All signs shall comply with BPMC Section 19.908.010 (Signs in Residential Zones).

27. Covenants, Conditions & Restrictions (CC&Rs), Articles of Incorporation and By-Laws for the homeowner's association shall be reviewed and approved by City Staff prior to recordation and issuance of Certificate of Occupancy and shall include the following requirements:
    a. CC&R's shall include a restriction which prohibits illegal garage conversions and also require that all garages provide adequate vehicle access be maintained for the parking of two vehicles, unless otherwise permitted by law.

    b. Future room additions and expansion of balconies and patios shall not be permitted.

    c. Interior access to all rooms/areas of the townhome units shall be maintained at all times. No sections shall be partitioned off and provided solely with exterior access. In addition, no secondary kitchen or other cooking facilities shall be provided.

    d. Modification to any wall or fence within the development, including the wall or fence height, shall be reviewed and approved by the Planning Division, prior to building permit issuance.

    e. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance, both interior and exterior, of all buildings, plumbing and electrical facilities.

f. The CC&R's shall establish provisions for all the parking areas to be maintained and clear of storage in order to maintain parking.

g. CC&R's shall prohibit parking and any type of obstruction of the required fire access lanes and common area driveways.

h. The CC&R's shall contain provisions establishing a fair, reasonable, and expeditious procedure for resolving disputes. The HOA shall establish and maintain a reserve fund consistent with the requirements of the Davis-Sterling Act. The CC&R shall include a maintenance schedule for common areas and equipment specifically when maintenance tasks will be performed. (ex. Painting, yard work, etc.)

i. The CC&R's shall contain a requirement that the HOA file with the City of Buena Park Community Development Department the names, addresses, and telephone numbers of the Association's property management company and responsible property manager and each member of the Association Board, as of January 1st of each year.

j. Within a required vision clearance area there shall be no fence, tree, shrub, or other obstruction to sight between two feet and seven feet above the established street grade. Vision clearance areas shall be provided at any driveway entrance from or exit to a street: triangular areas on each side of the driveway measuring fifteen feet along the street property line and fifteen feet along the edge of the driveway from the point of intersection of the edge of the driveway with the street property line.

k. All trees throughout the development shall be properly maintained in living condition and any damaged or diseased tree shall be replaced by the property owner.

l. Balconies and porches shall not be used for storage.

m. No vehicular gates or speed bumps within the fire lanes may be installed prior to City review and approval.

28. The Applicant shall provide the Planning Division proof of review and approval of the CC&R's by the DRE prior to recordation. A copy of the recorded CC&R's shall be submitted to the Planning Division prior to the release of utilities.

29. All required utility services and equipment, including transformers, gas meter, "J" boxes, and similar devices shall be located below grade, to the extent possible, or shall be screened from view by landscaping or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening. A preliminary electrical equipment plan, which is prepared by the Southern California Edison Company, shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies' appurtenances and meters shall be submitted to the City Planning Division for review and approval prior to installation.

30. All required double detector check valve assemblies located within public view shall be located below grade to the extent possible or shall be screened from view by landscaping ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division.

31. Prior to the issuance of Building Permits for each phase of the project or any succeeding residential development approval, all development impact fees associated with development including, but not limited to, park fees mandated by BPMC Section 18.64.080 (Park and recreational facilities dedications – Use of land fees) shall be paid in full.

32. The construction authorized by the Conditional Use Permit shall be started within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.

33. This approval may be revoked for any violation of noncompliance with any of these conditions in accordance with BPMC Section 19.132.030 (Revocation).

34. Prior to final inspection, these conditions and all improvements shall be completed to the satisfaction of the City.

35. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies, and regulations.

36. The applicant and property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.

37. The applicant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or exercise of the rights permitted by this approval and from any and all claims and losses occurring or resulting to any person, firm, or corporation, or property damage, injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of such damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Tentative Tract Map No. TT-24-1 and Conditional Use Permit No. CU-24-1 and do agree that I/We shall conform with and abide by all such conditions.

Date:_____

_____
Printed Name and Signature
Owner / Applicant

PASSED AND ADOPTED this 12th day of November 2024 by the following called vote:

AYES:	COUNCILMEMBERS:	Sonne, Traut, Ahn, Brown
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAINED:	COUNCILMEMBERS:	None

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 12th day of November 2024.

City Clerk

November 18, 2025
PUBLIC HEARING
Item No. 4A.

Planning Commission Agenda Report

CONDITIONAL USE PERMIT - CU-25-10

PREPARED BY	PRESENTED BY
Ian McAleese, Senior Planner	Ian McAleese, Senior Planner
REVIEWED AND APPROVED BY	**DIRECTOR APPROVAL**
HARALD LUNA, PLANNING MANAGER	MATT FOULKES, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

RECOMMENDED ACTION

1) Conduct a public hearing and based on the analysis provided in this agenda report and the facts and findings provided in the attached Resolution, adopt a Resolution approving Conditional Use Permit No. CU-25-10 and; 2) find that the project was studied in the Final Focused Environmental Impact Report No. EIR-25-1 (State Clearinghouse Number: 2024110035).

PROPERTY INFORMATION:

Address / Assessor Parcel Number (APN)	7039 Orangethorpe Avenue / 276-381-09
Lot Area	1.71 acres
Street Frontage	100 feet
General Plan Land Use Designation	Office Manufacturing
Zoning District	CM (Commercial Manufacturing) with Hotel/Motel Conversion Overlay
Existing Development	Two-story motel development consisting of 101 guestrooms totaling approximately 50,399 square feet.

SURROUNDING LAND USE CHARACTERISTICS:

	GENERAL PLAN	ZONING	EXISTING LAND USE
North	High-Density Residential	RM-20 (Medium-Density Multifamily Residential)	Multi-family apartments
South	Commercial	CG (Commercial General)	Mobile home park
East	Office Manufacturing	CM (Commercial Manufacturing)	Distribution warehouse
West	Office Manufacturing	CM (Commercial Manufacturing)	Multi-tenant industrial park / Church

BACKGROUND:

On August 28, 1968, the City of Buena Park Planning Commission adopted Resolution No. 1929 approving Conditional Use Permit No. CU-269 for a 75-unit motel. The project was subsequently modified on October 9, 1968 through Resolution No. 1946 for eight (8) additional rooms bringing the total approved rooms to 83. On November 18, 1987, the Planning Commission adopted Resolution No. 4014 approving Conditional Use Permit No. CU-976, allowing for the construction of a new two-story building and an additional 18 guest rooms. Lastly, on February 28, 1990, Resolution No. 4230 was adopted to allow modifications to existing elevations of the motel.

APPLICATION ANALYSIS:

Project Description:

The project site is currently developed with a motel (Howard Johnson) consisting of two detached two-story structures containing 101 guest rooms (Building A: 89-rooms and Building B: 12-rooms respectively), a pool with corresponding amenity building (Building C), and three courtyards with a barbeque facility and outdoor seating. The proposed project will convert the existing approximately 50,399 square-foot motel into a 104-unit multi-family residential development (for-rent). As part of the proposed conversion, on-site improvements are proposed which will include preserving and enhancing all landscaped areas; restriping of the parking lot areas; the construction of two new trash enclosures; accessibility upgrades; construction of a new monument sign; and repainting the exterior of the buildings. Proposed interior improvements include the installation of a kitchenette in each unit; conversion of the front desk into a leasing office and reception area; conversion of the motel restaurant into a multi-purpose room; conversion of the motel kitchen into a mail room; conversion of the meeting room into a fitness center; and construction of new laundry facilities within Buildings A and B.

As part of the conversion from a motel to multi-family housing, 62 of the converted rooms will be deed-restricted units at affordability levels ranging from extremely low to low-income for a period of 55 years, prioritizing veterans. A breakdown of the affordable units by income level is shown in the table below:

Affordability Level	Number of Units	% of Total Units
Extremely Low (30% AMI)	25	24%
Very Low (50% AMI)	20	19%
Low (80% AMI)	17	17%
Total	62	60%

Development Standards:

Development Standard	**Required**	**Proposed (Provided)**	**Complies with Code**
Minimum Lot Size:	There shall be no applicable minimum lot width, depth, or total lot size for hotel and motel conversions	Lot Width: 100 feet Lot Depth: 469 feet Lot Size: 1.71-acres	Yes
Residential Density:	No greater than the number of existing motel rooms (101)	104 (3 additional to be granted through State Density Bonus)	Yes, with Density Bonus
Unit Size:	150 square feet minimum to 400 square feet maximum	323 square feet minimum up to 343 square feet maximum	Yes
General Occupancy Requirements:	Common open space furnishings	Outdoor Furnishings: Pool, Barbecues, planter areas, walking path, and pergola	Yes
	Laundry facilities with 8 washers and dryers	Two (2) separate laundry Rooms with a total of 8 washers and dryers	Yes
	Bathroom, closet, and kitchen with sink, garbage disposal, refrigerator, stove with oven, and countertop	Bathroom, closet, and kitchen with sink, garbage disposal, refrigerator, stove with oven, and countertop	Yes
Common Open Areas and Open Space:	5,200 square feet minimum	6,617 square feet	Yes
Parking:	1 space per room (104 spaces) or 0.5 spaces per room (52 spaces) with a recorded bus program	78 spaces plus a proposed bus program with subsidized bus passes	Yes

Access/Site Design/Parking:

The primary vehicular access to the site is provided through an existing driveway on Orangethorpe Avenue and a secondary vehicle access driveway through an existing easement at the northern termination of Oslo Circle extending north to the rear portion of the property. A condition of approval has been included which requires the extension of a reciprocal common access easement that connects the existing easements that run from Oslo Circle to the one that terminates to the east of Building B. The internal drive-aisles have been designed to accommodate emergency and waste collection vehicles, as well as accommodating requirements for residential parking.

The Housing Incentive Overlay (HIO) Objective Design and Development Standards (ODDS) require Hotel/Motel Conversions (HMC) to provide a total of one parking space per unit, or 0.5 spaces per unit (52 spaces) with an approved rideshare, shuttle, or bus pass program as part of a recorded covenant on the property. The applicant has proposed to provide a total of 78 parking spaces consisting of 74 standard parking spaces and 4 accessible parking spaces. Additionally, the applicant is proposing a subsidized bus pass program which meets and exceeds (+26 spaces) the minimum number of off-street parking spaces required for the proposed conversion to multi-family residential.

Floor Plan:

Building A has a floor area of approximately 43,024 square feet and currently consists of 89 guest rooms, a lobby, front desk, meeting room, breakfast room, kitchen, staff office with kitchen, restrooms, maintenance rooms, mechanical rooms, storage areas, and laundry room. Building B has a floor area of approximately 7,375 square feet and currently contains 12 guest rooms, storage areas, and a laundry room. Building C has a floor area of approximately 330 square feet and currently consists of a pool equipment room, two restrooms and storage areas.

The proposed interior improvements for Building A will consist of 91 residential units, a lobby, fitness center, community room, mail room, office, restrooms, manager's unit, maintenance rooms, mechanical rooms, storage rooms, and a laundry facility. Building B is proposed to consist of 13 residential units, storage rooms, and a laundry facility. There are no changes proposed to Building C or the pool area.

Elevations and Trash Enclosures:

The exterior elevations will be painted and incorporate white as the primary color, with building trims to be a light tan color. The roof and roof trim will be painted in a dark gray, and the existing doors will be painted a light ochre color. No other changes are proposed to the exterior of the buildings. Two new trash enclosures are proposed to serve the future residents that will incorporate the new color scheme of the buildings

Landscaping:

The project will revitalize the existing landscaping with a mixture of drought tolerant and California native plants throughout the parking lot area, street frontage, and courtyard areas. The landscaped area along the south property line will feature a mixture of trees ranging in size from 15-gallon minimum up to 24-inch box size that will provide landscape enhancement to the front elevations. The proposed trees species include Wilson Fruitless Olive and Hercules Aloe, with the existing Magnolia trees to remain towards the rear property. In addition to the trees, a mixture of 1-gallon minimum up to 15-gallon size shrubs and groundcover will be provided throughout the site and will further enhance the street and parking lot facing landscape areas.

DISCUSSION:

Conditional Use Permit:

Pursuant to HIO Section 5.4 (Application and Approval), Hotel/Motel Conversions are a conditionally permitted use on three designated properties in the City, with this site being one of the three designated properties. The proposed conversion is both compatible and consistent with the other commercial, industrial, and residential uses in the area and will not negatively impact surrounding properties. The proposed affordable residential multi-family development, as conditioned, complies with the development standards specified in HIO Section 3.2 (Development Standards for Hotel/Motel Conversion Overlay) for this type of use. All proposed improvements are of a high-quality design and are consistent with similar commercial structures in the area. The change in property use from a transient residential use (motel) to single-room occupancy apartments does not substantially change the function of the property and will not substantially impact the surrounding area. There are existing residential developments to the north of the project site, and the commercial and industrial properties to the east and west are day-time, weekday uses, while multi-family residential is primary occupied during nights and weekends.

The Project meets the goals and policies of the City's General Plan, including relation to the aesthetics and visual character envisioned in the General Plan. The General Plan includes Goals and Policies to guide future development within the City, which are applicable to the proposed project and include the following:

- Housing Element Goal 2.0: Assist in the provision of housing the meets the needs of economic segments of the community.
- Housing Element Goal 5.0: Continue to promote equal housing opportunity in the City's housing market.
- Housing Element Policy 3.2: Encourage development of residential uses in strategic proximity to employment, recreational facilities, schools, neighborhood commercial areas, and transportation routes.
- Land Use and Community Design Element Goal LU-6: A housing stock that meets the diverse needs of Buena Park's existing and future residents.
- Land Use and Community Design Element Policy LU-6.6: Provide a wide range of housing options for Buena Park residents, including owner and rental housing adjacent to jobs, shopping, and transit.

ENVIRONMENTAL ASSESSMENT:

The project site was studied and addressed in the Final Focused Environmental Impact Report No. EIR-25-1 (State Clearinghouse Number: 2024110035) adopted by City Council on May 22, 2025.

PUBLIC HEARING NOTIFICATION:

Notice of the public hearing was posted at Buena Park City Hall, the Buena Park Library, and Ehlers Event Center on November 6, 2025; 114 public hearing notices were mailed to property owners located within 300 feet of the subject property on November 6, 2025. As of the publication of this report, one public comment was received which expressed concerns regarding compatibility with surrounding uses, inadequate parking and circulation. A copy of the public comment received is included as Attachment 5.

The agenda report and attached Resolution include the City's analysis of the proposed project and its compatibility with the General Plan and surrounding properties. In response to the concerns raised about parking and circulation, the project was analyzed by the City's Traffic Engineer and it is expected to generate 500 daily trips, 37 trips during the AM Peak (11 inbound and 26 outbound) and 48 trips during the PM Peak (28 inbound and 20 outbound). This amount of trips generated does not exceed the City's threshold for the preparation of further Traffic Impact Analyses. Additionally, Orangethorpe Avenue is a major arterial roadway designed to accommodate up to approximately 45,000 vehicles per day while maintaining a Level of Service (LOS) C. Currently, the roadway carries an average daily traffic (ADT) volume of about 26,000 vehicles. The proposed project is expected to generate a relatively small number of additional trips, which will not significantly affect roadway operations or degrade the existing level of service. Therefore, we do not anticipate any adverse traffic impacts associated with this development.

Attachments

Proposed Planning Commission Resolution for Conditional Use Permit No. CU-25-10.pdf

CU-25-10 Development Plans stamped RECEIVED OCT 29 2025 PLANNING DIV.pdf

CU-25-10 Management Plan stamped RECEIVED NOV 6 2025 PLANNING DIV.pdf

Vicinity Map.pdf

Public Comment recieved November 11, 2025.pdf

RESOLUTION NO.
CONDITIONAL USE PERMIT NO. CU-25-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. CU-25-10 TO ALLOW THE CONVERSION OF AN EXISTING 101 ROOM MOTEL INTO A 104-UNIT PERMANENT AFFORDABLE MULTI-FAMILY HOUSING FACILITY LOCATED AT 7039 ORANGETHORPE AVENUE (APN: 276-381-09), AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

(i) Haifa Habbal, of Prosper Architects, 134 S Glassell Street Unit #K, Orange, CA 92866, on behalf of Hector Garcia, of Passive Partners Capital Group, 36068 Hidden Springs Road, Suite C118, Wildomar, CA 92595, applicants, on behalf of MK Buena Park LLC, property owner, 19375 Countrywood Drive, Yorba Linda, CA 92886 have filed an application for a Conditional Use Permit (CU-25-10) to allow the conversion of an existing 101 room motel to a 104-unit permanent affordable multi-family housing facility with off-street parking, landscaping, and associated on-site improvements. Hereinafter in this Resolution, the subject Conditional Use Permit request is referred to as the "Application."

(ii) On November 18, 2025, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The Planning Commission has reviewed and considered all components of the proposed Conditional Use Permit No. CU-25-10 and conducted its public hearing prior to adoption of this Resolution.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, does hereby finds, determines, and resolves as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff report, verbal testimony, and the Conditional Use Permit No. CU-25-10 Development Plans stamped "RECEIVED OCT 29 2025 PLANNING DIV" and Management Plan stamped "RECEIVED NOV 6 2025 PLANNING DIV," this Commission hereby specifically finds, determines, and resolves as follows:

Conditional Use Permit

a. **FINDING:** The proposed use and development is consistent with the General Plan and any applicable specific plans.

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FACT: The proposed motel conversion into an affordable housing facility is a conditionally permitted use within the Hotel/Motel Conversion (HMC) Overlay Zone, and as conditioned, will meet all applicable requirements of the General Plan, Zoning Ordinance, Housing Incentive Overlay (HIO), and other laws. The proposal will comply with residential density, unit size, general occupancy requirements, common open areas and open space, off-street parking, circulation, landscaping, and all other applicable requirements.

b. **FINDING:** The site is adequate in size, shape, topography, location, utilities and other factors, to accommodate the proposed use.

FACT: The site area will be adequate in size, shape, topography, location, utilities and other factors to accommodate an affordable multi-family residential facility. The site is relatively flat and can accommodate the conversion along with the required site improvements.

c. **FINDING:** Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

FACT: The project will gain access from the existing 26-foot-wide driveway along Orangethorpe Avenue and existing driveway along Oslo Circle with associated reciprocal common access easements. Orangethorpe Avenue is considered Major Arterial Highways in the City's Mobility Element, within the General Plan. A Major Arterial Highway is a six-lane divided roadway with a typical right-of-way width of 120 feet. The roadway width from curb-to-curb is 100 feet, including a 14-foot median. The existing driveways with reciprocal common access easements will provide residents access to the parking areas. Orangethorpe Avenue is designed to accommodate up to approximately 45,000 vehicles per day while maintaining a Level of Service (LOS) C. Currently, the roadway carries an average daily traffic (ADT) volume of about 26,000 vehicles. The proposed project is expected to generate a relatively small number of additional trips, which will not significantly affect roadway operations or degrade the existing level of service. As such, adequate street access and traffic capacity are available to serve the proposed affordable multi-family residential facility as well as the existing and anticipated development in the surrounding area.

d. **FINDING:** Adequate utilities and public services will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

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FACT: Adequate utilities and public services will be available to serve the use, as well as, existing and anticipated development in the surrounding area. The Site is fully served by utilities and meets the City standards for public services and utilities to the serve the Site.

e. **FINDING:** The use and development will be compatible with the intended character of the area.

FACT: The proposed motel conversion into an affordable multi-family housing facility will be compatible with the intended character of the area, compatible and consistent with other commercial, industrial, and residential uses, and not negatively impact surrounding properties as the proposed use serves the residents in the area. All improvements meet the HIO Objective Development and Design Standards and propose a design that is consistent with and complements the design of the surrounding neighborhood. The exterior architectural design is unchanged and in reasonable harmony with the architectural character of the surrounding area. All the colors proposed for the proposed development are in harmony with the surrounding area. As conditioned, the proposed affordable housing facility will enhance the visual integrity of the subject property as well as the surrounding area.

f. **FINDING:** Any criteria set forth elsewhere in this Title for the approval, the specific use and development will be satisfied.

FACT: Pursuant to the HIO Objective Design and Development Standards Section 5.4 (Application and Approval), Hotel/Motel Conversions require approval of a Conditional Use Permit in the HMC Overlay Zone. As conditioned, the proposed conversion will complement the surrounding area and all the criteria set forth elsewhere in this Title for approval will be satisfied.

g. **FINDING:** Any adverse effects of the use and development are justified and fully balanced by offsetting benefits to the public interest.

FACT: Any adverse effects that may come from the proposed motel conversion at this site are justified and fully balanced by offsetting benefits to the public interest in that the primary use of the parcel will be affordable multi-family housing. Additionally, there are conditions of approval that shall be implemented to prevent potentially adverse effects on the general public.

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Housing Incentives Overly (HIO) Objective Design and Development Standards (ODDS)

a. **FINDING:** The motel, motel or transient lodging facility proposed for conversion is currently a legal or legally nonconforming use of the site.

FACT: The current motel was legally entitled and has been in operation since its approval in 1968.

b. **FINDING:** The Hotel/Motel Conversion has met the application requirements specified in Section 5 of this Chapter.

FACT: The proposed conversion meets or exceeds the requirements set forth in HIO Chapter 5 (Hotel/Motel Conversion Overlay), as conditioned.

c. **FINDING:** The Hotel/Motel Conversion satisfies all of the applicable requirements of Section 19.128.020 (Conditional Use Permit) of the Municipal Code.

FACT: The proposed conversion satisfies all requirements as stated in the findings of facts detailed in Section 19.128.020 (Conditional Use Permit).

d. **FINDING:** The project complies with all other applicable provisions of local and state law.

FACT: The proposed conversion complies with all sections of the HIO Objective Design and Development Standards that deal with Hotel/Motel Conversion, along with all existing state law that deals with conversions

3. The Planning Commission herby finds and determines that the application, as identified above in this Resolution, was studied and addressed in the Final Focused Environmental Impact Report No. EIR-25-1 (State Clearinghouse Number: 2024110035) adopted by City Council on May 22, 2025.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3, above, the Planning Commission hereby approves Conditional Use Permit No. CU-25-10 development plans stamped “RECEIVED OCT 29 2025 PLANNING DIV” and management plan stamped “RECEIVED NOV 6 2025 PLANNING DIV,” as modified herein and the following conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

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PUBLIC WORKS DEPARTMENT:

Design:

1. Any emergency access within the project parcel shall be approved by the Orange County Fire Authority and an approved copy of the plan shall be submitted to the Engineering Division with the submittal of the engineering easement documents for review and recordation.

2. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.

3. A double check detector assembly is required for domestic and fire service connections, and a reduced pressure principle device (RPPD) is required for irrigation service connection per City standards, and devices shall be supplied and installed by contractor. Contractor shall supply and install City approved water meters in the public right-of-way.

4. Driveway approaches, sidewalks, curb, and gutter along the project frontage that are lifted, cracked, displaced, or otherwise failing, or that do not meet current ADA requirements, shall be removed and replaced per City of Buena Park standards.

Permit Issuance:

1. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.

2. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.

3. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.

4. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements or conditions required by the Public Works Department shall be completed.

Construction:

1. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.

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ORANGE COUNTY FIRE AUTHORITY (OCFA):

1. **Design Review:** Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. The development review does not imply or express approvals on any subsequent plan submittal.

2. PLAN SUBMITTAL SEQUENCE: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

    a. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if the grading permit is not required:

        i. Submittal of a Fire Master Plan (service code PR145)

            1. Alternate Methods and Materials (AM&M) request (PR910) to provide2-HR wall for hose pull, ladder pad and hydrant spacing deficiency.

    b. Prior to issuance of a precise grading permit or a building permit, if a grading permit is not required:

        i. Final Map Review (B Map) (service code PR115)

    c. Prior to issuance of a building permit:

        i. Architectural (service code PR268)

        ii. Underground piping for private hydrants and fire sprinkler systems (service codes PR470-PR475)

        iii. Fire sprinkler system (service codes PR400-PR465)

    d. Prior to concealing interior construction:

        i. Fire alarm system (service codes PR500-520)

3. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.

4. **Temporary/Final Occupancy Inspections:** Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards

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applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at (714) 573-6150.

5. **Emergency Access Easements:** Irrevocable reciprocal access easements for emergency access purposes to the benefit of the City of Buena Park shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

6. **Lumber-drop Inspection:** After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

BUILDING DIVISION:

1. The project shall comply with state and federal disabled access requirements.

2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.

3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.

4. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.

5. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.

6. Applicants shall prepare a waste management report tracking all elements of construction and demolition as required by the California Green Building Code. This report shall include, but is not limited to, landfill and recycling diversion counts for concrete, steel, green waste, and lumber. These reports shall be provided to the City for approval prior to completion of their related permits.

PLANNING DIVISION:

1. This approval shall be for the conversion of an existing 101 room motel into a 104-unit permanent affordable housing facility including off-street parking, landscaping, and associated improvements on a property containing approximately 1.71 acres, located at 7039 Orangethorpe Avenue (APN: 276-381-09) in substantial compliance with Conditional Use Permit No. CU-25-10 Development Plans dated “RECEIVED OCT 29 2025 PLANNING DIV,” and management plan stamped “RECEIVED NOV 6 2025 PLANNING DIV,” and as conditioned herein.

2. The applicant and/or property owner shall ensure that a copy of the Planning Commission Resolution, including all conditions of approval, be reproduced on the first

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pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.

3. A copy of these conditions of approval shall be retained on the property at all times and shall be reproduced immediately upon request of any official of the City of Buena Park. The manager(s) and all employees shall be knowledgeable of the conditions of approval.

4. This approval shall cause Conditional Use Permit Nos. CU-269 (Resolution Nos. 1929 & 1946) and CU-976 (Resolution Nos. 4014 & 4230) to be superseded and replaced by the conditions of approval herein.

5. Plans submitted for plan check shall include architectural amenities generally consistent with the submitted conceptual plans stamped "RECEIVED OCT 29 2025 PLANNING DIV." All construction drawings submitted for the development shall include sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Specifications and samples of the following shall be submitted to the Planning Division for review and approval prior to issuance of building permits:

    a. Colors for all exterior elevations
    b. Roofing colors
    c. Window and door trims

    Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives.

6. The management company shall obtain and maintain a business license as required by the Buena Park City Code prior to the establishment of the use.

7. The property owner/management business operator shall be responsible for maintaining the building's signs, lighting, landscaping, and all on-site improvements in good working order and graffiti free at all times. Any accumulation of trash, weeds, debris or graffiti on the property shall be removed within 24 hours of occurrence so as not to present a public nuisance.

8. There shall be no storage in the parking lot areas, courtyards, or other outdoor spaces.

9. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits. The applicant shall demonstrate that proposed building materials, and other architectural/site features are rated for appropriate durability and longevity. In the event that said rating cannot be obtained, alternate materials shall be used under the direction of the Planning Division.

10. Any new walls, fencing, and gates shall comply with the City of Buena Park Municipal Code (BPMC) Chapter 19.528 (Development Standards – Fences, Walls, Hedges, and

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Berms) and shall require separate fence and wall permit approval by the Planning Division, and other agencies as necessary.

11. Signs shown on the plans are not part of this approval, and all future signs shall require a separate review and sign permit approval in compliance with the BPMC Chapter 19.908 (Sign Standards for Residential Zones).

12. Landscaping shall be installed in substantial compliance with plans dated "RECEIVED OCT 29 2025 PLANNING DIV". An electronic version of detailed landscaping/irrigation/sprinkler plans, with signed and stamped Certification of Landscape Design form shall be submitted to the Planning Division for plan check. A 'Landscape Installation Certificate of Completion' shall be submitted to the Planning Division prior to issuance of Certificate of Occupancy. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 (Water Efficient Landscaping) of the Buena Park Municipal Code.

13. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It is the applicant's responsibility that this is also shown on the Water Quality Management Plans as well.

14. New amenities shall be added to the courtyard areas in benefit to the new residents. These shall be in a form of additional seating tables and chairs, benches, and other amenities. Plans for new outdoor amenities shall be submitted for review during plan check.

15. Building and site lighting shall be decorative to complement the architectural design of the building. Plans submitted for plan check shall include a complete photometric plan to illustrate the equivalent of one (1) foot candle minimum shall be provided throughout the project site including the parking and landscaped areas. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties and public rights-of-way. Final location and design of light standards and wall light fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits.

16. In all angle parking stalls (including ninety-degree parking) facing the perimeter of a parking area, individual concrete wheelstops or a six-inch high poured-in-place concrete curb shall be provided, located three feet inside the front boundary of the stalls.

17. All parking areas and driveways shall be paved and striped in compliance with BPMC Section 19.536.060 (Parking Dimensions and Layout) and Section 19.536.070 (Parking Improvements), and as shown on the approved plan. All parking areas shall be striped with white double lines separating stalls, with minimum 4-inch-wide stripes and a minimum 8-inch separation. Installation of speed bumps shall not be permitted within required fire lanes, access drive aisle and driveway of the proposed project. It shall be the responsibility of the developer to submit to the Public Works Department such plans

DRAFT

as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.

18. The proposed trash enclosure on plans dated “RECEIVED OCT 29 2025 PLANNING DIV” shall be in compliance with the Buena Park Municipal Code Section 19.524.010 (Trash Storage Facilities). Any modification to the trash enclosure shall be subject to review and approval by the Community and Economic Development Director and EDCO.

19. All required utility services and equipment, including transformers, gas meter, “J” boxes, and similar devices shall be located below grade, to the extent possible, or shall be screened from view by landscaping or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening. A preliminary electrical equipment plan, which is prepared by the Southern California Edison Company, shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies’ appurtenances and meters shall be submitted to the City Planning Division for review and approval prior to installation.

20. All required double check valve assemblies located within public view shall be located below grade to the maximum extent possible, or shall be screened from view by landscaping and/or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division.

21. All roof-mounted mechanical equipment shall not be visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and BPMC Section 19.544.020 (Visual Screening of Mechanical Equipment).

22. The proposed new easement connecting the two existing easements accessing the property from Orangethorpe Avenue and Oslo Circle shall be submitted to the Public Works Department for review and approval prior to the issuance of building permits and shall be recorded prior to issuance of a certificate of occupancy.

23. The applicants shall record an affordable housing agreement, which shall be in a form approved by the City Attorney and recorded on the property prior to or concurrent with the initial occupancy for rental units.

24. The applicants shall record a covenant in a form approved by the City Attorney, prior to the issuance of a certificate of occupancy, to ensure that the subsidized bus pass program is offered to residents for as long as the Hotel/Motel Conversion remains.

25. The applicants shall submit for final review and approval to the Planning Division a comprehensive Management Plan as described in HIO Section 5.4.A.2.vi, and shall be approved as to form by the City Attorney and recorded before the issuance of a certificate of occupancy or final building inspection, as applicable.

DRAFT

26. No later than fifteen (15) days after receiving final approval of Conditional Use Permit No. CU-25-10 for the Hotel/Motel Conversion application (including any appeal period), the applicant shall notify each residential household residing on the subject real property that the application has been approved. The notice shall be sent by regular and certified mail and posted on the door of each rental unit.

27. The applicant shall provide a written notice of termination to all tenant subject to displaced pursuant to Civil Code Section 1946, Civil Code Section 1946.1, and where applicable, Civil Code Section 1946.12. The date to vacate shall not be prior to the approval of CU-25-10.

28. The conversion authorized by the Conditional Use Permit shall be started within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.

29. The Community and Economic Development Director may from time to time conduct a review of this Conditional Use Permit to ascertain compliance with the herein-stated conditions of approval. Any noncompliance with the conditions of approval shall be immediately referred to the Planning Commission for possible action.

30. This approval may be revoked for any violation of noncompliance with any of these conditions in accordance with BPMC Section 19.132.030 (Revocation).

31. Prior to final inspection, these conditions and all improvements shall be completed to the satisfaction of the City.

32. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies, and regulations.

33. The applicant and property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.

34. The applicant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or exercise of the rights permitted by this approval and from any and all claims and losses occurring or resulting to any person, firm, or corporation, or property damage, injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of such damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

DRAFT

PASSED AND ADOPTED this 18th day of November 2025 by the following called vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

ABSTAINED: COMMISSIONER:

_____
Deborah Diep
Chair

ATTEST:

_____
Harald Luna
Planning Manager

DRAFT

AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Conditional Use Permit No. CU-25-10 and do agree that I/We shall conform with and abide by all such conditions.

Date:_____

_____
Printed Name and Signature
Owner / Applicant

DRAFT

CU-25-10

RECEIVED
OCT 29 2025
PLANNING DIV

HORIZON STUDIOS

HORIZON APARTMENTS CONVERSION

7039 ORANGETHORPE AVE
BUENA PARK, CA 90621

PROJECT SCOPE

CONVERSION OF AN EXISTING TWO-STORY HOTEL CONSISTING OF TWO BUILDINGS: BUILDING A WITH AN AREA OF 43,024 SF AND 91 UNITS, AND BUILDING B WITH A FOOTPRINT OF 7,375 SF AND 13 UNITS. THE PROJECT WILL CONVERT ALL 104 GUESTROOMS INTO 100% AFFORDABLE HOUSING APARTMENTS, RECONFIGURED AS STUDIO APARTMENTS. NO ADDITIONS ARE PROPOSED, AND THE EXISTING BUILDING PARAMETERS WILL BE MAINTAINED.

SCOPE OF WORK

SITE PLAN:
- PRESERVE EXISTING LANDSCAPE AREAS WITH ENHANCEMENTS FOR IMPROVED AESTHETICS AND SUSTAINABILITY.
- RESTRIPE PARKING LOT.
- NEW TRASH ENCLOSURES.
- UPGRADE LANDSCAPING IN EXISTING COURTYARDS.
- PROVIDE ACCESSIBLE ROUTES FROM SITE ARRIVAL POINTS TO THE MAIN
- BUILDING ENTRANCE AND LEASING OFFICE.
- NEW MONUMENT SIGN.

EXTERIOR ELEVATIONS:
- REPAINT EXISTING BUILDING ELEVATIONS.

INTERIOR:

BUILDING A:
- PROVIDE NFPA 13 FIRE SPRINKLER WITH FIRE ALARM FOR BUILDING A
- INSTALL 1-HOUR FIRE SEPARATION IN BUILDING A TO COMPARTMENTALIZE PART-2 OF THE BUILDING.
- INSTALL KITCHENETTE IN EACH STUDIO, INCLUDING REFRIGERATOR, SINK, AND
- STOVE WITH OVEN.
- CONVERT FORMER HOTEL RESTAURANT INTO A MULTI-PURPOSE ROOM.
- CONVERT EXISTING HOTEL KITCHEN INTO A MAIL ROOM.
- CONVERT EXISTING MEETING ROOM INTO A FITNESS CENTER.
-
- ADD NEW LAUNDRY ROOM IN BUILDING A AND B WITH TOTAL OF 8 WASHERS AND 8 DRYERS.

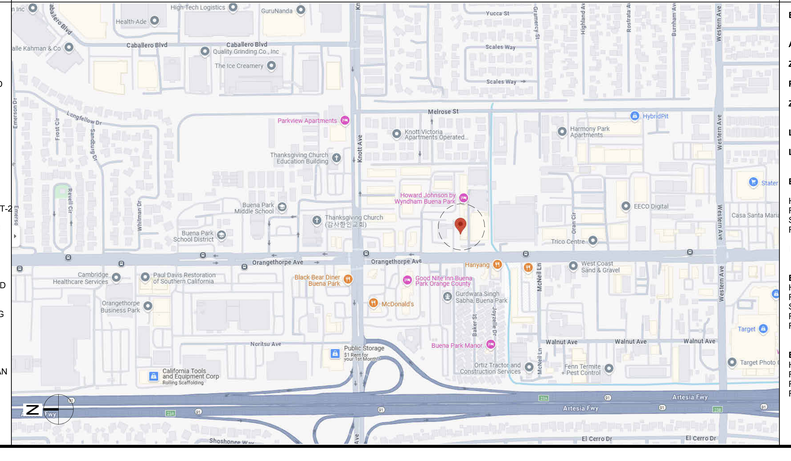
BUILDING B:
- CONVERT EXISTING LAUNDRY ROOM TO A STUDIO UNIT AND CONVERT EXISTING RESTROOM AREA TO A NEW LAUNDRY ROOM.

BUILDING C:
NO CHANGES TO THE EXISTING BUILDING C OR POOL AREA. ALL EXISTING ITEMS TO REMAIN. ONE NEW EXIT DOOR HAS BEEN ADDED.

REQUIRED PER HIO TABLE 3.3, TWO (2) WASHERS AND DRYERS ARE REQUIRED, PLUS AN ADDITIONAL (1) PER (20) UNITS
FOR 104 UNITS, 8 WASHERS AND 8 DRYERS ARE REQUIRED, LOCATED IN SEPARATE LAUNDRY ROOMS.
PROVIDED 8 WASHERS AND 8 DRYERS IN TOTAL.

5 WASHERS AND 5 DRYERS IN BUILDING A
3 WASHER AND 3 DRYERS IN BUILDING B

VICINITY PLAN



PROJECT INFORMATION

BUILDING ADDRESS	7039 ORANGETHORPE AVE BUENA PARK, CA 90621
APN	276-381-09
ZIP CODE	CA 90621
PROPERTY TYPE:	EXISTING HOTEL TO BE CONVERTED TO MULTI - FAMILY
ZONING:	HOUSING INCENTIVE OVERLAY ZONE, CM, COMMERCIAL GENERAL
LOT AREA:	1.705 ACRES
LEGAL DESCRIPTION	A TR WHITAKERS ADD BLK LOT 23 WHITAKERS ADD LOT 23 POR OF LOT -INC POR ABAN ST

BUILDING- A INFORMATION

HEIGHT	21'-11" MAX
FIRST FLOOR AREA	23,311 SQ. FT
SECOND FLOOR AREA	23,311 SQ. FT
FIRE SPRINKLER	EXISTING NO SPRINKLERS PROPOSED WITH SPRINKLERS NFPA 13
FIRE ALARM	YES, PROVIDED

BUILDING- B INFORMATION

HEIGHT	22'-7" MAX
FIRST FLOOR AREA	3,510 SQ. FT
SECOND FLOOR AREA	3,510 SQ. FT
FIRE SPRINKLER	EXISTING SPRINKLERS NFPA 13R
FIRE ALARM	NO

BUILDING- C INFORMATION

HEIGHT	13'-8" MAX
FIRST FLOOR AREA	330 SQ. FT
FIRE SPRINKLER	NS
FIRE ALARM	NO

NO. OF STORIES	2 STORIES
CONSTRUCTION TYPE	V-B
EXISTING OCCUPANCY	R-1
PROPOSED OCCUPANCY	R-2
EXISTING USE	HOTEL
PROPOSED USE	MULTIFAMILY
EXISTING ROOMS	104
PROPOSED STUDIO UNITS	104
PARKING REQUIREMENTS	0.5 PARKING SPACE PER UNIT , REFER TO PARKING CALCULATION, SHEET A-0.1. ONGOING BUS PASS DISCOUNT PROGRAM HAS BEEN PROVIDED FOR THE LIFE OF THE PROJECT. TOTAL NUMBER OF EXISTING PARKING: 93 TOTAL NUMBER OF PROPOSED PARKING: 79
APPLICABLE CODES	2022 CALIFORNIA BUILDING CODE VOL 1&2 2022 CALIFORNIA ELECTRICAL CODE 2022 CALIFORNIA MECHANICAL CODE 2022 CALIFORNIA PLUMBING CODE 2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA HISTORICAL BUILDING CODE 2022 CALIFORNIA FIRE CODE 2022 CALIFORNIA EXISTING BUILDING CODE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

SHEET INDEX

#	Sheet #	SHEET NAME
1	A-0.0	COVER SHEET
2	A-0.1	PARCEL MAP (FOR REFERENCE ONLY)
3	A-0.2	EXISTING EASEMENT EXHIBIT
4	A-0.3	PROPOSED AND EXISTING EASEMENT EXHIBIT
5	A-0.4	EXISTING SITE PLAN
6	A-0.5	PROPOSED SITE PLAN
7	A-0.6	FIRE HYDRANT EXHIBIT
8	A-0.7	HOSE PULL EXHIBIT
9	A-0.8	TRASH ENCLOSURE EXHIBIT
10	A-0.9	ENLARGED COURTYARD
11	A-0.10	ENLARGED COURTYARD
12	A-1.0	BUILDING A – OVERALL EXISTING FIRST & SECOND FLOOR PLANS
13	A-1.1	BUILDING A – OVERALL PROPOSED FIRST & SECOND FLOOR PLANS
14	A-1.2	BUILDING B – OVERALL EXISITNG FIRST & SECOND FLOOR PLANS
15	A-1.3	BUILDING B – OVERALL PROPOSED FIRST & SECOND FLOOR PLANS
16	A-2.0	BUILDING A – OVERALL & ENLARGED FIRST FLOOR EGRESS PLAN
17	A-2.1	BUILDING A – OVERALL & ENLARGED SECOND FLOOR EGRESS PLAN
18	A-2.2	BUILDING B – OVERALL FIRST & SECOND FLOOR EGRESS PLAN
19	A-2.3	BUILDING C & POOL FLOOR PLAN AND EGRESS ANALYSIS
20	A-3.0	ELEVATIONS – BLDG A
21	A-3.1	ELEVATIONS – BLDG A
22	A-3.2	ELEVATIONS- BLDG A
23	A-3.3	OVERALL ELEVATIONS – BLDG B
24	A-5.0	ENLARGED UNIT PLANS AND INTERIOR ELEVATIONS
25	A-6.0	TRASH ENCLOSURE
26	L-1	LANDSCAPE - PLANTING
27	L-2	LANDSCAPE - PLANTING IMAGES
TOTAL SHEETS: 27		

PROJECT DIRECTORY

OWNER & DEVELOPER:
PASSIVE-PARTNERS LLC
36068 HIDDEN SPRINGS RD STE C118
WILDOMAR, CA 92595
(951) 216 - 9730

ARCHITECT :
PROSPER ARCHITECTS
134 S. GLASSELL ST #k
ORANGE, CA 92866
(949) 373 - 4401
ATTN. ALI S. HADDAD, AIA

HORIZON APARTMENTS CONVERSION
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BUENA PARK, CA 90621

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Seal

CU-25-10	PLAN CHECK
00-00-00	BID SET
25499	PROJECT NUMBER
HH	DESIGNED BY
AH	CHECKED BY
AS INDICATED	PLOT SCALE
10/09/2025	PLOT DATE
06/20/2025	1ST SUBMITTAL
10/09/2025	2ND SUBMITTAL
10/29/2025	3RD SUBMITTAL

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2025 PROSPER ARCHITECTS

COVER SHEET

A-0.0

SHEET 1 OF 1 SHEET

SCALE: 1" = 60

PARCEL MAP

IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA.

R. S. T. 6629
S.S 327

3459

OCT 3 1974

4:05 P.M. IN BOOK 64 PAGE 15 OF PARCEL MAPS COUNTY OF ORANGE AT REQUEST OF COUNTY SURVEYOR
A. WYLIE CARLSON, CLERK

INDEXED

BEING A DIVISION OF A PORTION OF LOTS 23 AND 24 OF WHITAKER'S ADDITION TO BUENA PARK, AS SHOWN ON A MAP IN BOOK 15, PAGE 16 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF THAT CERTAIN STREET 60.00 FEET WIDE, LYING BETWEEN LOTS 21, 22, 23 AND 24, ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 1705, PAGES 143 AND 144 OF OFFICIAL RECORDS OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

RAY MERCADO - L.S. 2681 - JULY 1973 7.743 ACRES GROSS

SURVEYOR'S CERTIFICATE:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF TRICO INVESTMENTS COMPANY, OWNER, IN APRIL 1973. I HEREBY CERTIFY THAT IT CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF; THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

Ray Mercado

RAY MERCADO L.S. 2681

BASIS OF BEARINGS:

THE BEARING FOR THE CENTERLINE OF ORANGETHORPE AVENUE, N89°35'10"E, SHOWN ON MAP FILED IN BOOK 73, PAGE 6 OF RECORD OF SURVEY, RECORDS OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

CITY ENGINEER'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED THIS 23 DAY OF September, 19 74, FOR CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, SECTION 11575.

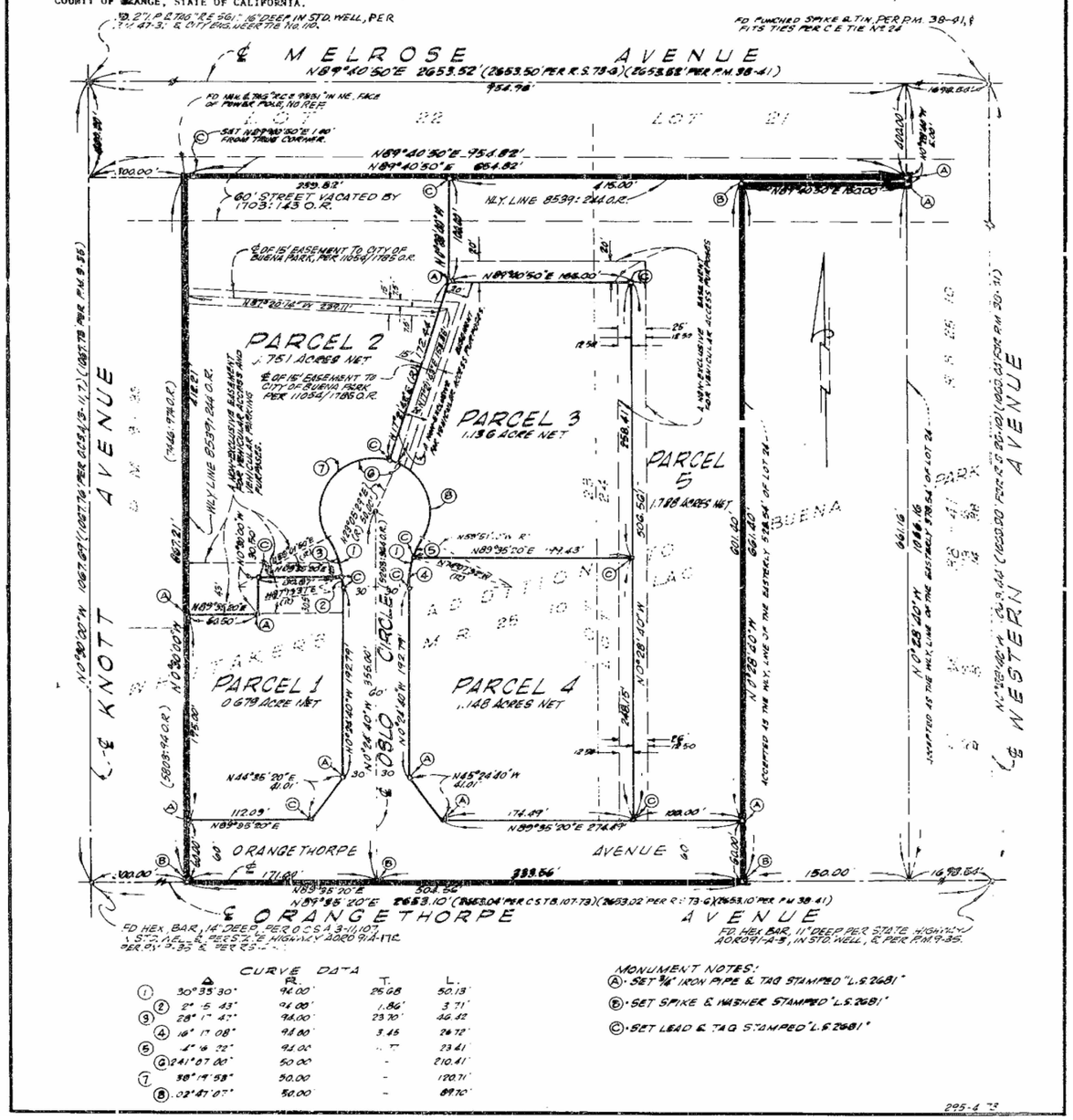
Edward J. Ricci R.C.E. 9776
ASSISTANT CITY ENGINEER

COUNTY SURVEYOR'S CERTIFICATE

EXAMINED AND APPROVED THIS 3rd DAY OF October, 19 74.

L. McCONVILLE
COUNTY SURVEYOR

BY
DEPUTY COUNTY SURVEYOR



CURVE DATA

	Δ	R.	T.	L.
1	30°35'30"	94.00'	25.68	50.13'
2	2°15'43"	94.00'	1.86'	3.71'
3	28°17'47"	94.00'	23.70'	46.42
4	16°17'08"	94.00'	3.45	26.72'
5	4°18'22"	94.00'	-	23.41'
A	241°07'00"	50.00'	-	210.41'
7	38°19'58"	50.00'	-	170.71'
8	102°47'07"	50.00'	-	89.70'

MONUMENT NOTES:

(A) - SET ¾" IRON PIPE & TAG STAMPED "L.S. 2681"

(B) - SET SPIKE & WASHER STAMPED "L.S. 2681"

(C) - SET LEAD & TAG STAMPED "L.S. 2681"

295-4 73

1 PARCEL MAP (FOR REFERENCE ONLY)
N.T.S.

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ARCHITECTURE INTERIORS PLANNING MANAGEMENT
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+1 (949) 373-4401 | PROSPERARCH.COM

HORIZON APARTMENTS CONVERSION
7039 ORANGETHORPE AVE.
BUENA PARK, CA 90621

Seal

CU-25-10	PLAN CHECK
00-00-00	BID SET
25499	PROJECT NUMBER
HH	DESIGNED BY
AH	CHECKED BY
AS INDICATED	PLOT SCALE
10/09/2025	PLOT DATE
06/20/2025	1ST SUBMITTAL
10/09/2025	2ND SUBMITTAL
10/29/2025	3RD SUBMITTAL

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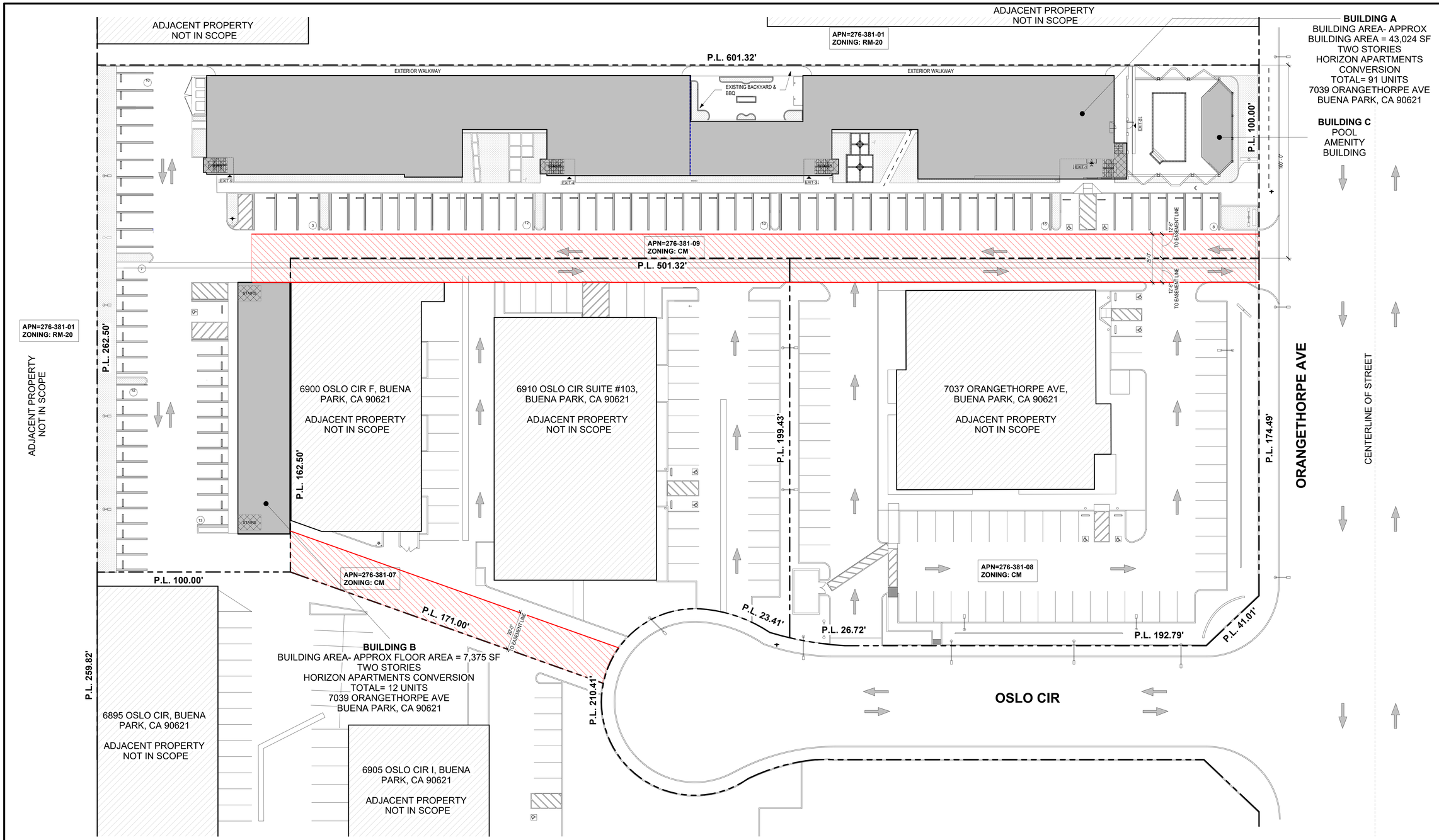
2025 PROSPER ARCHITECTS

PARCEL MAP (FOR REFERENCE ONLY)

A-0.1



N 1 EXISTING EASEMENT EXHIBIT

1" = 20'-0"

SITE PLAN LEGEND

- LINE OF ACCESSIBLE PATH OF TRAVEL. 48 IN MINIMUM WIDTH WALKWAY, 5% MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL, 2% MAXIMUM CROSS-SLOPE. THE GENERAL CONTRACTOR SHALL VERIFY COMPLIANCE WITH ACCESSIBILITY CODE AND MAKE NECESSARY MODIFICATIONS
- PROPERTY LINE
- AREA NOT IN CONTRACT
- BUILDING ENTRANCE
- PARKING SPACE NUMBER
- EXISTING EASEMENT LINE
- EXISTING FIRE HYDRANT

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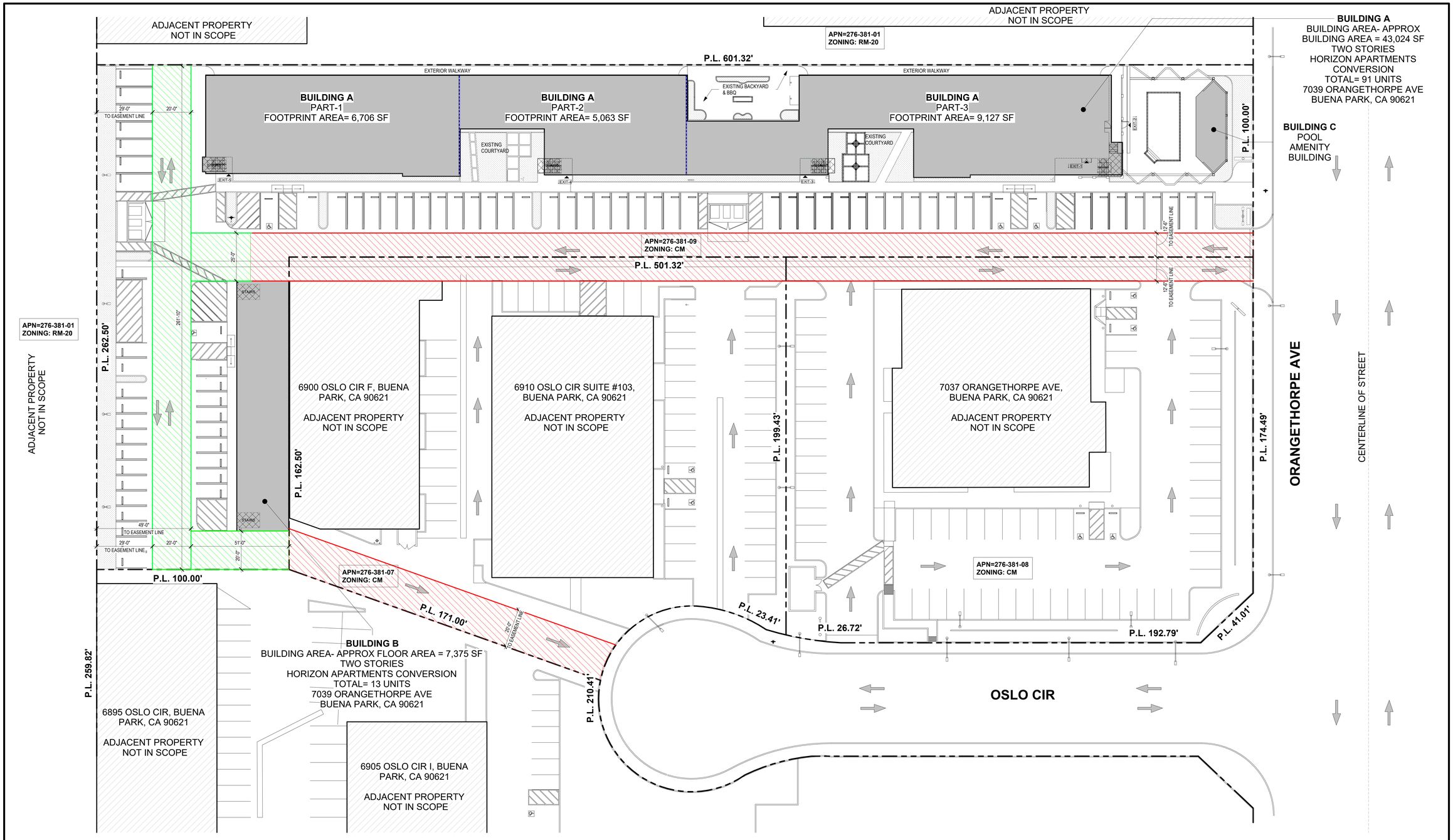
2025 PROSPER ARCHITECTS

EXISTING EASEMENT EXHIBIT

A-0.2



N 1 PROPOSED AND EXISTING EASEMENT EXHIBIT

1" = 20'-0"

SITE PLAN LEGEND

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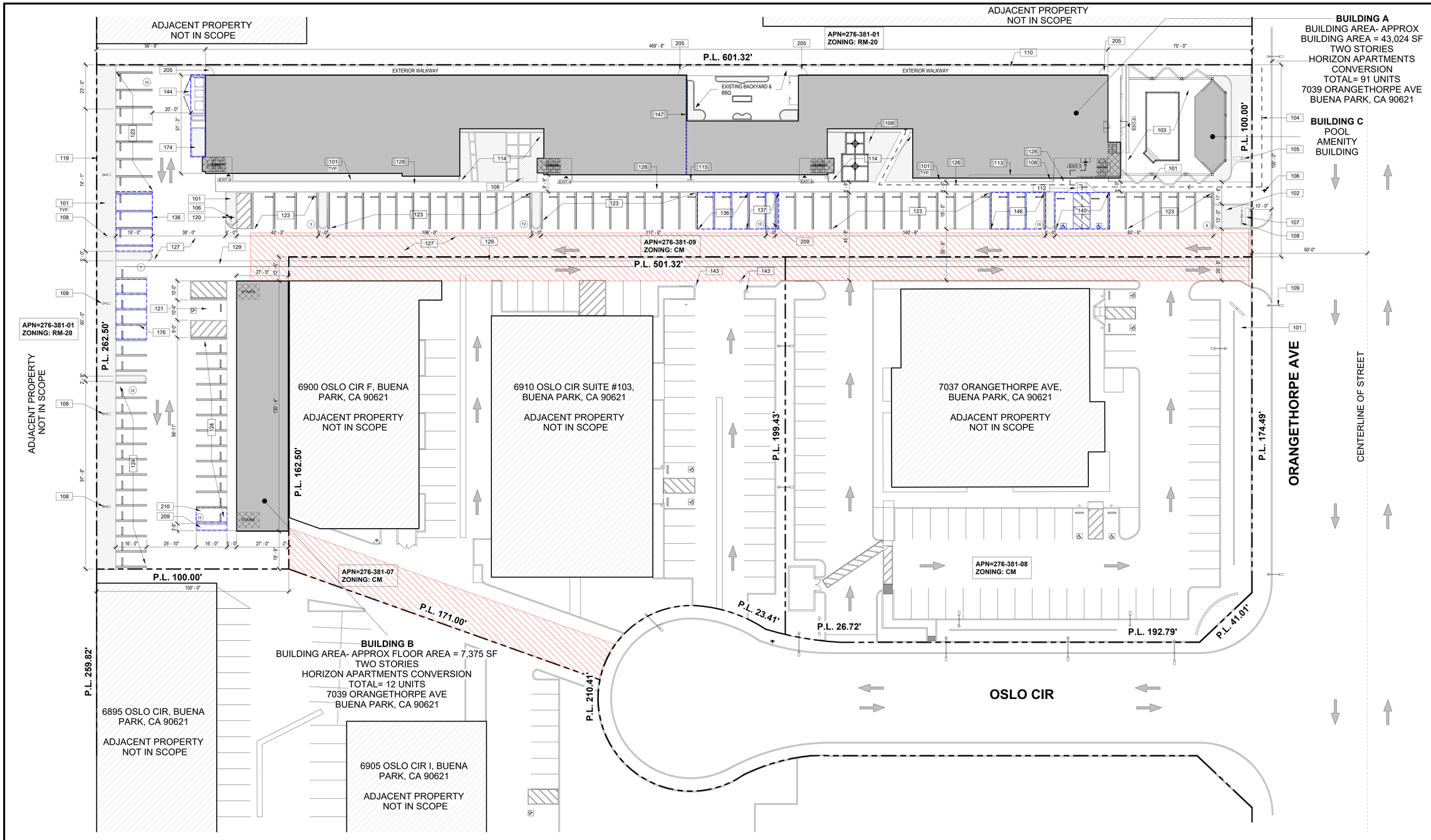
2025 PROSPER ARCHITECTS

PROPOSED AND EXISTING EASEMENT EXHIBIT

A-0.3



N 1 EXISTING SITE PLAN

1" = 20'-0"

SITE PLAN KEYNOTES

101 EXISTING LANDSCAPE TO REMAIN.
102 EXISTING PLANTER TO REMAIN.
103 EXISTING SWIMMING POOL AND JACKUZZI.
104 PEDESTRIAN ENTRANCE.
105 EXISTING POLE MOUNTED SIGN.
106 EXISTING FIRE HYDRANT.
107 EXISTING SIGN INSIDE PLANTER.
108 EXISTING LIGHT POLE INSIDE THE PLANTER.
109 EXISTING STREET LIGHT POLE.
110 EXISTING 80" HIGH BLOCK WALL.
112 EXISTING CURB RAMP TO BE RELOCATED.
113 LINE OF BUILDING BELOW.
114 EXISTING COURT YARD.
115 EXISTING BACKFLOW PREVENTER.
119 EXISTING 64" HIGH BLOCK WALL.
120 EXISTING BOLLARD.
121 RESTRIPE EXISTING ACCESSIBLE PARKING STALLS AND AISLE.
123 RESTRIP EXISTING STANDARD PARKING.
124 RESTRIP EXISTING COMPACT PARKING.
126 ACCESSIBILITY PATH OF TRAVEL IS A BARRIER-FREE ACCESSIBLE ROUTE AT LEAST 48" WIDE, WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" AT A 1:12 MAXIMUM SLOPE, EXCEPT WHEN LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. THE MAXIMUM CROSS SLOPE IS TYPICALLY 2%, AND THE MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL IS 5% OR LESS, UNLESS OTHERWISE NOTED. THE PATH OF TRAVEL MUST REMAIN FREE OF OVERHEAD OBSTRUCTIONS TO AN 80" MINIMUM HEIGHT.SIDE OBJECTS PROJECTING FURTHER THAN 4" INTO THE PATH OF TRAVEL BETWEEN 27 AND 80 INCHES ABOVE THE FINISHED FLOOR MUST BE AVOIDED.
127 EXISTING DRIVEWAY.
128 EXISTING PEDESTRIAN SIDEWALK.
129 EXISTING ROADWAY GUTTER.
136 EXISTING PARKING STALL TO BE REMOVED AND REPLACED WITH NEW TRASH ENCLOSURE.
137 EXISTING PARKING STALL TO BE REMOVED AND REPLACED WITH "NO PARKING" ZONE FOR FIRE TRUCK ACCESS.
143 EXISTING BOLLARD TO BE DEMOLISHED.
144 EXISTING TRASH ENCLOSURE TO BE DEMOLISHED.
145 EXISTING ACCESSIBLE PARKING STALLS AND AISLE TO BE RELOCATED.
146 EXISTING PARKING STALL TO BE REMOVED AND REPLACED ACCESSIBLE PARKING STALLS AND AISLE.
147 EXISTING 2 HR FIRE RATED BARRIER.
174 EXISTING LANDSCAPE TO BE REMOVED.
176 EXISTING PARKING STALL TO BE REMOVED AND REPLACED WITH "NO PARKING" ZONE.
205 EXISTING GATE WITHOUT LOCK, EASILY OPERABLE.
209 EXISTING CURB TO BE REMOVED.
210 EXISTING PARKING STALL TO BE REMOVED.

SITE PLAN LEGEND

- LINE OF ACCESSIBLE PATH OF TRAVEL. 48 IN MINIMUM WIDTH WALKWAY, 5% MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL, 2% MAXIMUM CROSS-SLOPE. THE GENERAL CONTRACTOR SHALL VERIFY COMPLIANCE WITH ACCESSIBILITY CODE AND MAKE NECESSARY MODIFICATIONS
- PROPERTY LINE
- AREA NOT IN CONTRACT
- BUILDING ENTRANCE
- PARKING SPACE NUMBER
- EXISTING FIRE HYDRANT
- EXISTING EASEMENT

EXISTING PARKING

PARKING SPACES:

STANDARD:	59 PARKING SPACES
COMPACT:	31 PARKING SPACES
ACCESSIBLE:	3 PARKING SPACES
TOTAL EXISTING:	93 PARKING SPACES

NOTE

NO POWER LINES IN THE PROPERTY

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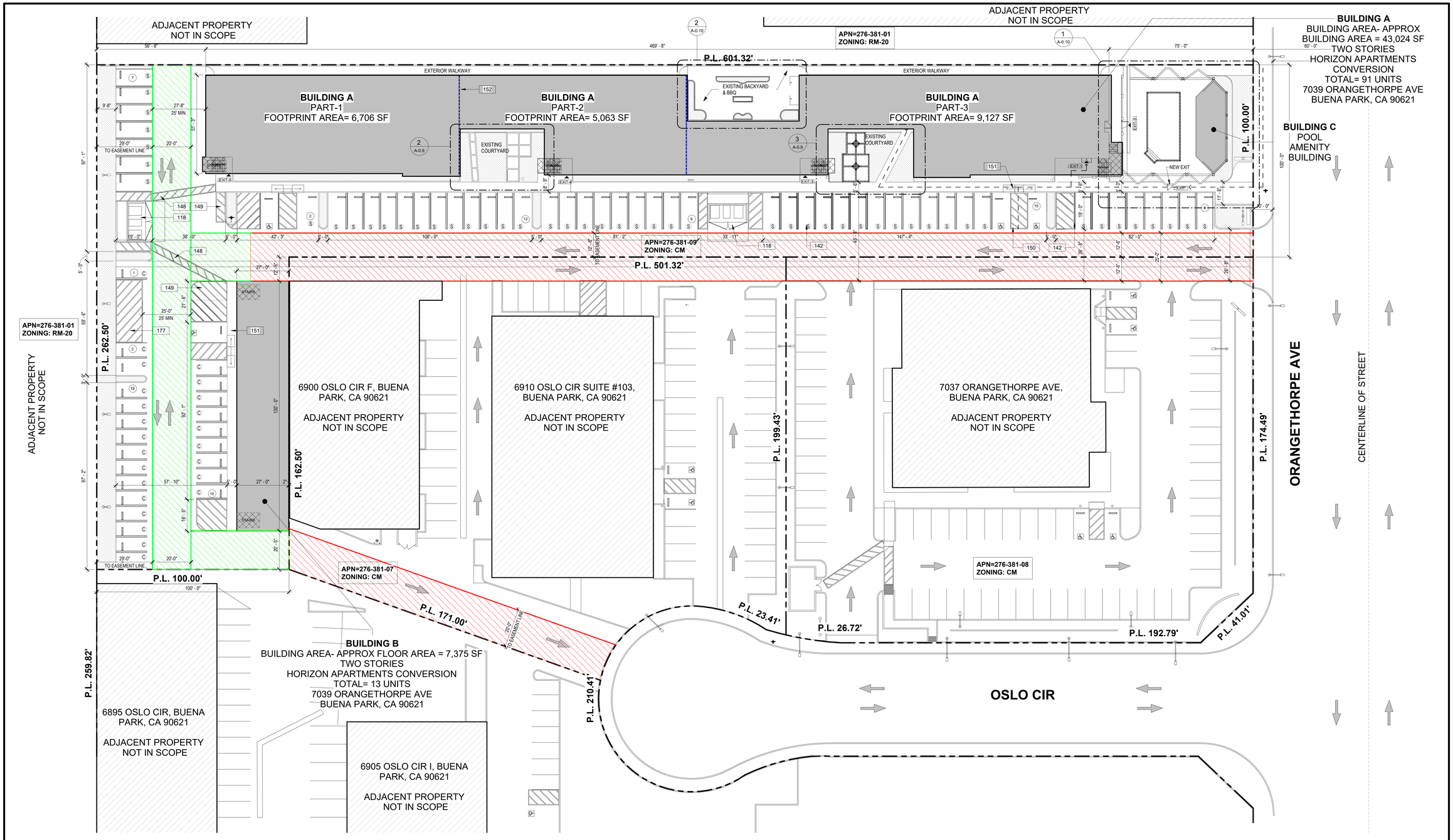
2025 PROSPER ARCHITECTS

EXISTING SITE PLAN

A-0.4



PROPOSED SITE PLAN

1" = 20'-0"

SITE PLAN KEYNOTES

118 NEW TRASH ENCLOSURE.
142 NEW "NO PARKING" ZONE FOR FIRE TRUCK ACCESS.
148 NEW PATH STRIP.
149 NEW "NO PARKING ZONE".
150 NEW ACCESSIBLE PARKING STALLS AND AISLE.
151 NEW CURB RAMP.
152 NEW 2 HR FIRE RATED BARRIER.
177 NEW "NO PARKING" ZONE.

SITE PLAN LEGEND

- LINE OF ACCESSIBLE PATH OF TRAVEL. 48 IN MINIMUM WIDTH WALKWAY, 5% MAXIMUM SLOPE IN THE DIRECTION OF TRAVEL, 2% MAXIMUM CROSS-SLOPE. THE GENERAL CONTRACTOR SHALL VERIFY COMPLIANCE WITH ACCESSIBILITY CODE AND MAKE NECESSARY MODIFICATIONS
- PROPERTY LINE
- AREA NOT IN CONTRACT
- BUILDING ENTRANCE
- PARKING SPACE NUMBER
- S — STANDARD PARKING SPACE 9'X19'
- C — COMPACT PARKING SPACE 8'X16'
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING FIRE HYDRANT

PARKING CALCULATION

REQUIRED:
0.5 PARKING SPACE PER UNIT + ONGOING BUS PASS DISCOUNT PROGRAM HAS BEEN PROVIDED FOR THE LIFE OF THE PROJECT.
TOTAL UNITS: 104 UNITS
REQUIRED PARKING SPACES: 104 ÷ 2 = 52 PARKING SPACES

PROVIDED PARKING SPACES:
STANDARD: 54 PARKING SPACES
COMPACT: 25 PARKING SPACES
ACCESSIBLE: 4 PARKING SPACES
TOTAL PROVIDED: 79 PARKING SPACES

ACCESSIBLE PARKING SPACES:
REQUIRED: 75 TO 100 SPACES: 4 ACCESSIBLE SPACES
PROVIDED: 3 ACCESSIBLE VAN SPACES AND 1 STANDARD ACCESSIBLE SPACE

NOTE

NO GATES WILL BE PROVIDED ON SITE

FIRE LANE VERTICAL CLEARANCE NOTE

FIRE LANES SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13-FEET 6-INCHES. IF TREES ARE LOCATED ADJACENT TO THE FIRE LANES, PLACE A NOTE ON THE PLANS STATING THAT ALL VEGETATION OVERHANGING THE FIRE LANE SHALL BE MAINTAINED TO PROVIDE A CLEAR HEIGHT OF 13-FEET, 6-INCHES AT ALL TIMES

3.3- DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	NOTES
LOT SIZE	EXISTING TO REMAIN
RESIDENTIAL DENSITY	EXISTING TO REMAIN
SITE COVERAGE	EXISTING TO REMAIN
FLOOR AREA RATIO	EXISTING TO REMAIN
HEIGHT	EXISTING TO REMAIN
SETBACKS	EXISTING TO REMAIN
UNIT SIZE	MINIMUM 150 SF – MAXIMUM 400 SF | STUDIO UNITS PROVIDED: 324 SF AND 388 SF
COMMON AREAS/ OPEN SPACE	50 SF/ UNIT MIN- REQUIRED= 5,200 SF, PROVIDED= 5,824 SF
LANDSCAPING	EXISTING TO REMAIN
PARKING	REFER TO A-0.5 FOR PARKING CALCULATION

UNITS INFORMATION

BUILDING-A:
TOTAL EXISTING UNITS= 91 UNITS
TOTAL PROPOSED STUDIOS= 91 UNITS
AREA OF EACH STUDIO= 323 SF- 343 SF

BUILDING-B:
TOTAL EXISTING UNITS= 12 UNITS
TOTAL PROPOSED STUDIOS= 13 UNITS
AREA OF EACH UNITS= 323 SF

TOTAL PROPOSED STUDIOS BUILDING (A & B)= 104

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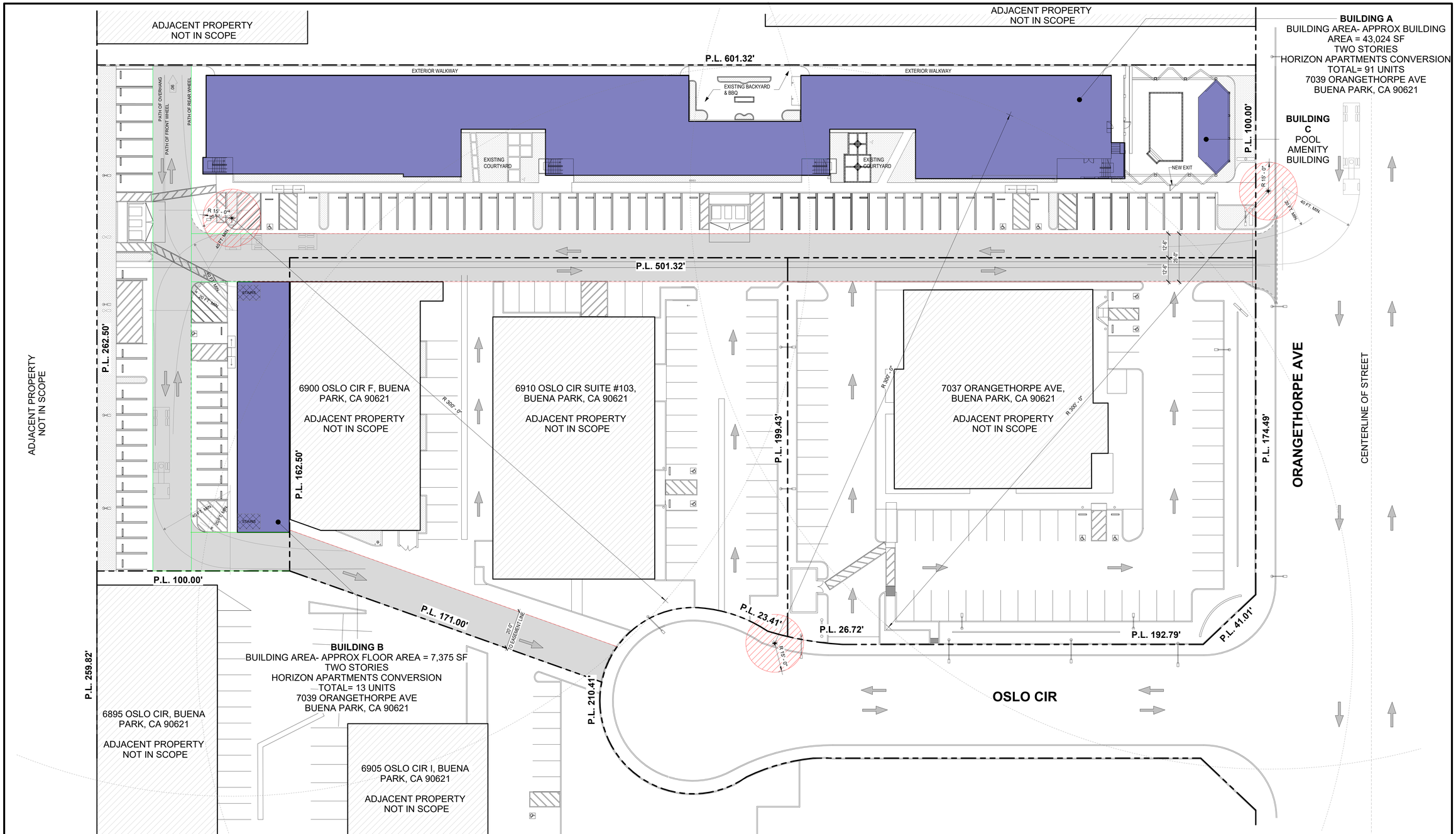
2025 PROSPER ARCHITECTS

PROPOSED SITE PLAN

A-0.5



SITE PLAN KEYNOTES

SITE PLAN LEGEND

- EXISTING BUILDING FOOTPRINT
- AREA NOT IN CONTRACT
- BUILDING ENTRANCE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING FIRE HYDRANT
- FIRE ACCESS ROADWAY/DRIVE AISLE.
- NO PARKING ZONE. NO PARKING IS PERMITTED WITHIN 15 ' OF A HYDRANT. TRASH CANS AND OTHER OBJECTS SHALL NOT BE LOCATED WITHIN 3 FEET OF THE PERIMETER OF A HYDRANT OR WHERE THEY WILL HINDER IMMEDIATE ACCESS TO THE HYDRAN

OCFA NOTES

1. THE HOSE PULL DEFICIENCY WILL BE RESOLVED BY AN ALTERNATE MATERIALS, DESIGN & METHODS REQUEST.
2. THE LADDERING DEFICIENCY WILL BE RESOLVED BY AN ALTERNATE MATERIALS, DESIGN & METHODS REQUEST.
3. PROVIDE FIRE ALARM SYSTEM FOR BUILDING A.
4. THE HYDRANT SPACING DEFICIENCY WILL BE RESOLVED BY AN ALTERNATE MATERIALS, DESIGN & METHODS REQUEST.

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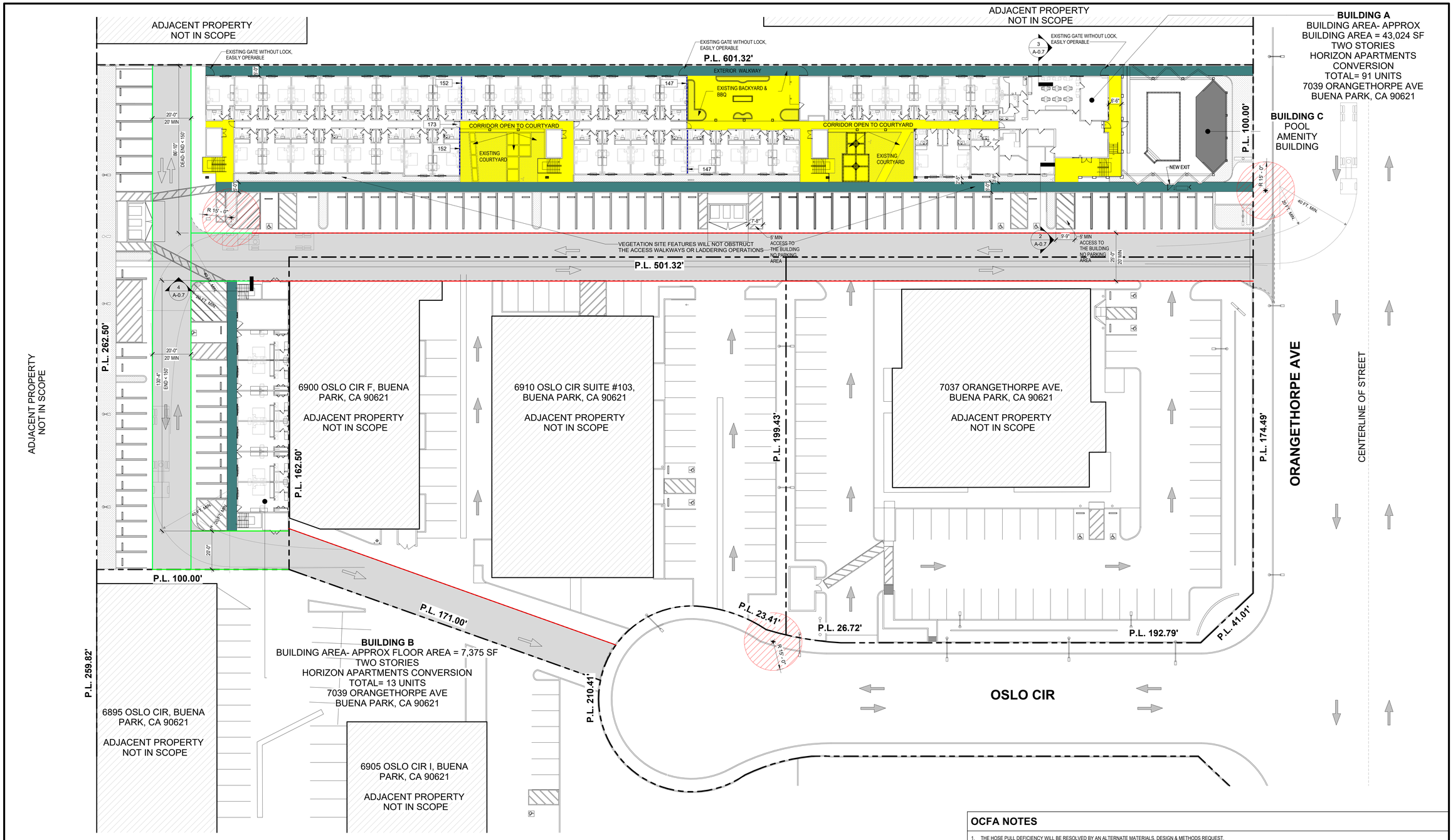
2025 PROSPER ARCHITECTS

FIRE HYDRANT EXHIBIT

A-0.6

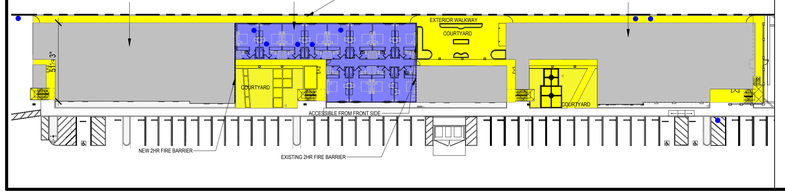


EXISTING SITE PLAN
1" = 20'-0"

SITE PLAN KEYNOTES

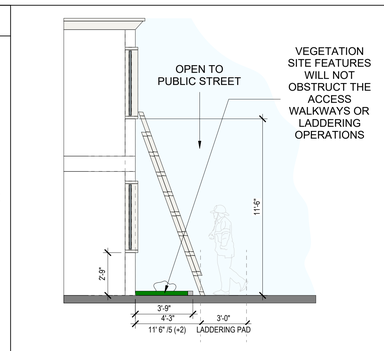
147 EXISTING 2 HR FIRE RATED BARRIER.
152 NEW 2 HR FIRE RATED BARRIER.
173 NEW 20-MINUTE FIRE RATED DOOR.

COMPARTMENTALIZED DIAGRAM FOR BUILDING A- PART-2

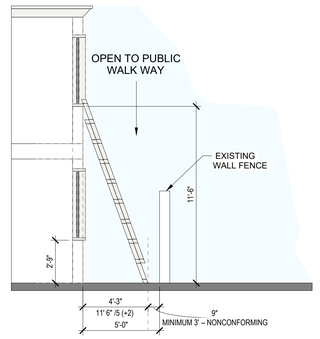


SITE PLAN LEGEND

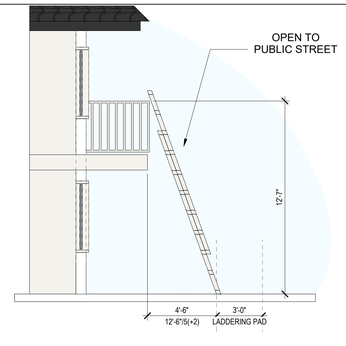
- AREA NOT IN CONTRACT
- BUILDING ENTRANCE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING FIRE HYDRANT
- FIREFIGHTER ACCESS TO THE STRUCTURE 5' MIN WIDE
- FIRE ACCESS ROADWAY/DRIVE AISLE.
- EXTERIOR AREAS
- NO PARKING ZONE
- COMPARTMENTALIZED AREA



2 BLDG-A LADDERING FRONT SECTION
1/4" = 1'-0"



3 BLDG-A LADDERING BACK SECTION
1/4" = 1'-0"



4 BLDG-B LADDERING FRONT SECTION
1/4" = 1'-0"

OCFA NOTES

1. THE HOSE PULL DEFICIENCY WILL BE RESOLVED BY AN ALTERNATE MATERIALS, DESIGN & METHODS REQUEST.
2. THE LADDERING DEFICIENCY WILL BE RESOLVED BY AN ALTERNATE MATERIALS, DESIGN & METHODS REQUEST.
3. PROVIDE FIRE ALARM SYSTEM FOR BUILDING A.
4. THE HYDRANT SPACING DEFICIENCY WILL BE RESOLVED BY AN ALTERNATE MATERIALS, DESIGN & METHODS REQUEST.

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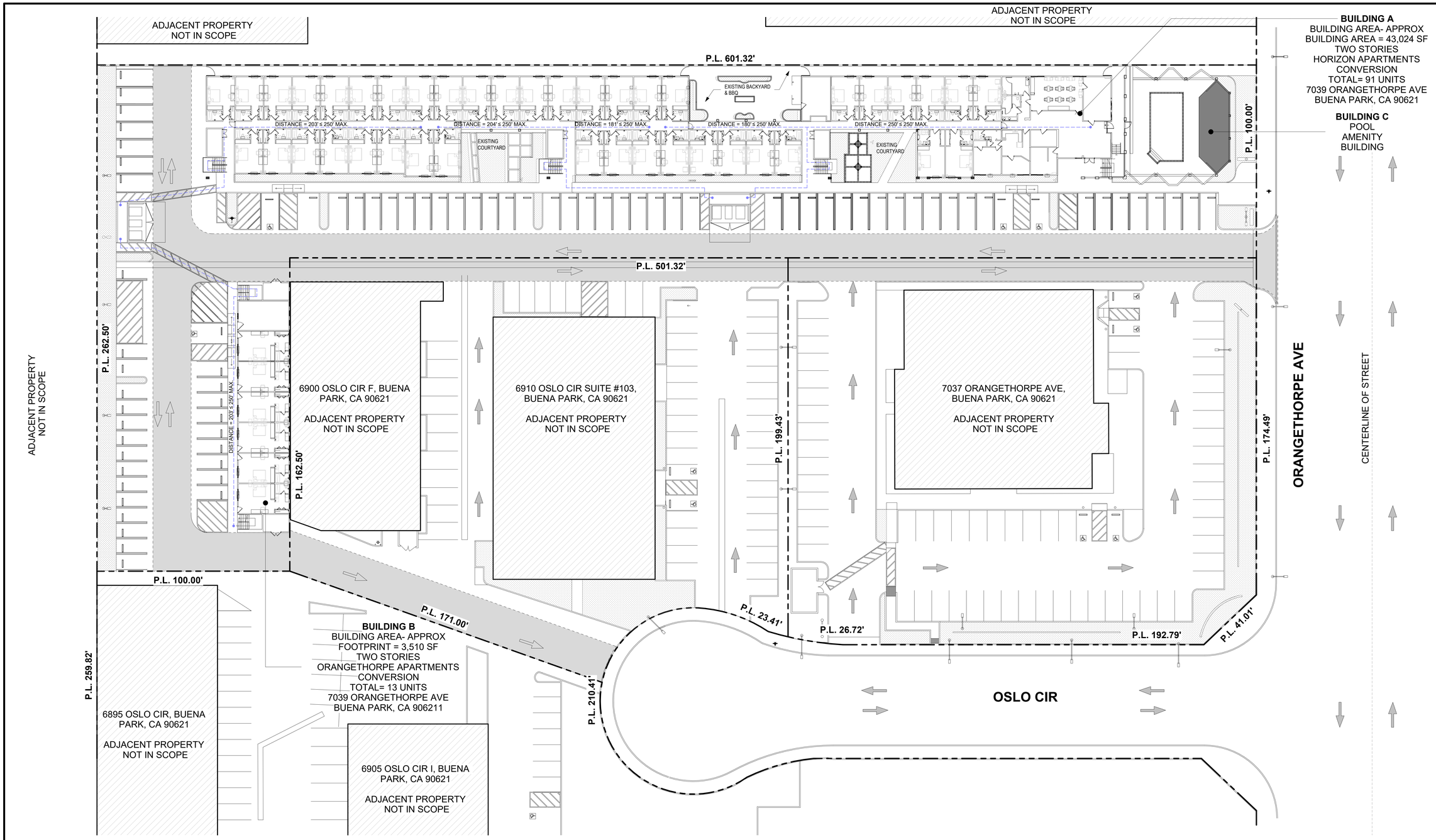
2025 PROSPER ARCHITECTS

FIRE LANE AND LADDERING EXHIBIT

A-0.7



N — 1 TRASH ENCLOSURE EXHIBIT

1" = 20'-0"

SITE PLAN KEYNOTES

SITE PLAN LEGEND

- AREA NOT IN CONTRACT
- BUILDING ENTRANCE
- EXISTING FIRE HYDRANT
- FIRE ACCESS ROADWAY/DRIVE AISLE.
- TRASH ENCLOSURE WALKING DISTANCE

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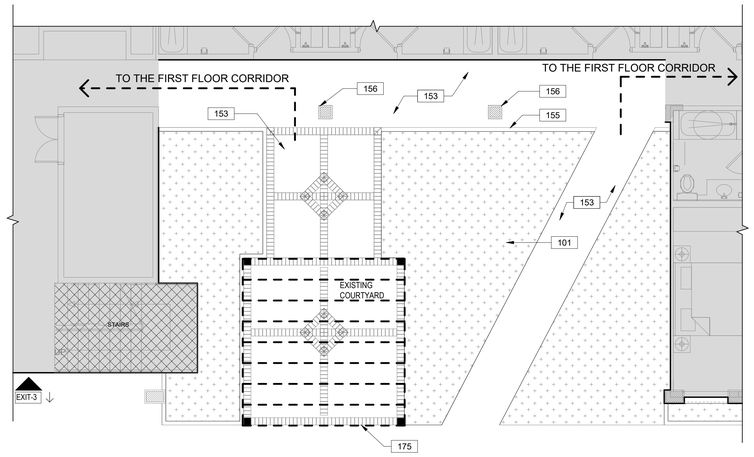
2025 PROSPER ARCHITECTS

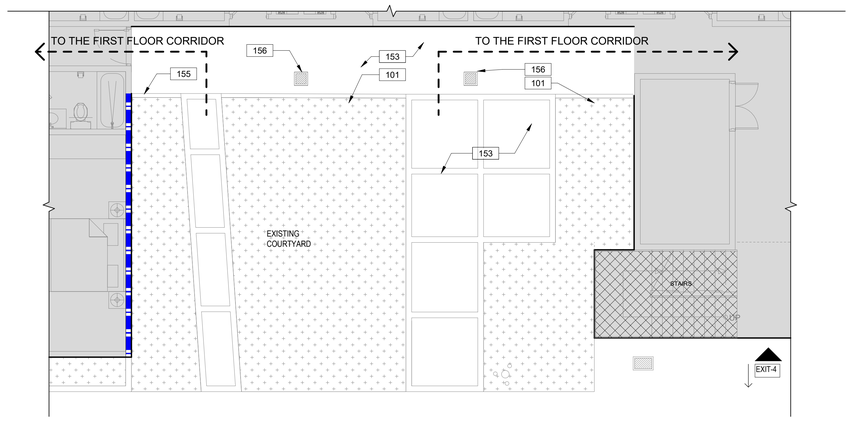
TRASH ENCLOSURE EXHIBIT

A-0.8



N 3 ENLARGED COURTYARD 2

3/16" = 1'-0"



N 2 ENLARGED COURTYARD 1

3/16" = 1'-0"

SITE PLAN KEYNOTES

101 EXISTING LANDSCAPE TO REMAIN.
153 EXISTING CONCRETE PAVING/PATH TO REMAIN.
155 EXISTING CURB TO REMAIN.
156 EXISTING COLUMN TO REMAIN.
175 LINE OF EXISTING WOODEN PERGOLA TO REMAIN.

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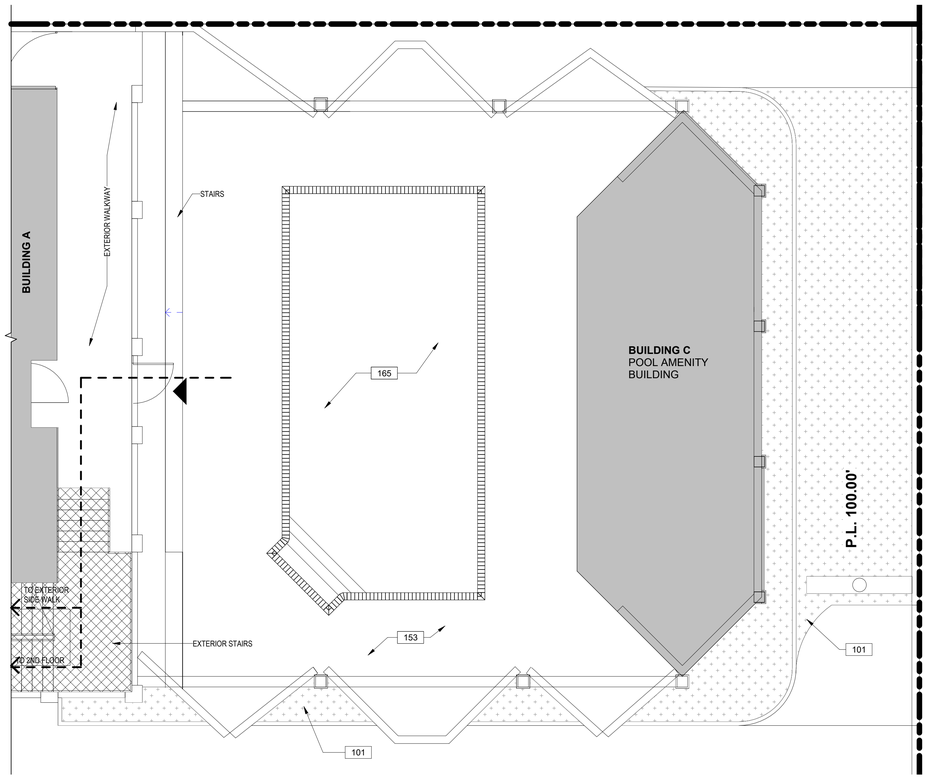
2025 PROSPER ARCHITECTS

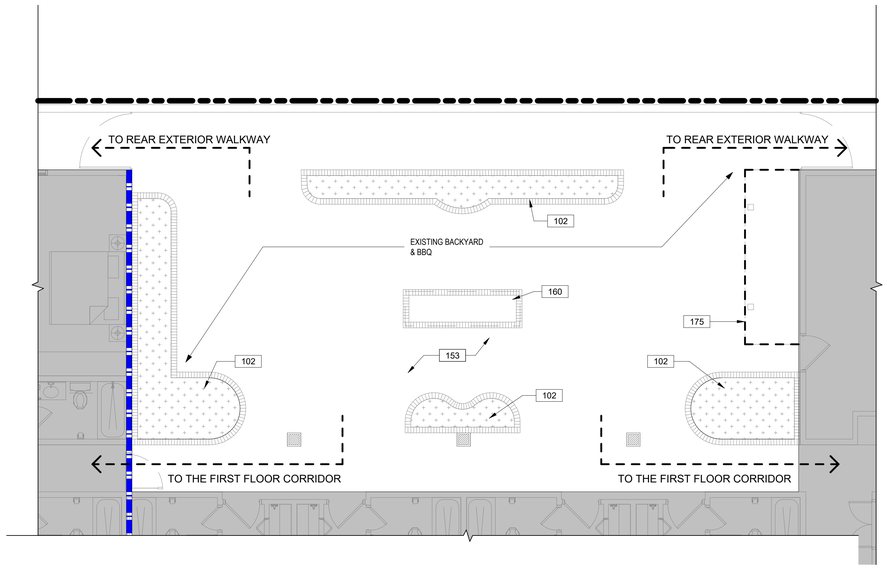
ENLARGED
COURTYARD

A-0.9



N 1 ENLARGED POOL AREA

3/16" = 1'-0"



N 2 ENLARGED BACKYARD

3/16" = 1'-0"

SITE PLAN KEYNOTES

101 EXISTING LANDSCAPE TO REMAIN.
102 EXISTING PLANTER TO REMAIN.
153 EXISTING CONCRETE PAVING/PATH TO REMAIN.
160 EXISTING BBQ TO REMAIN.
165 EXISTING POOL TO REMAIN.
175 LINE OF EXISTING WOODEN PERGOLA TO REMAIN.

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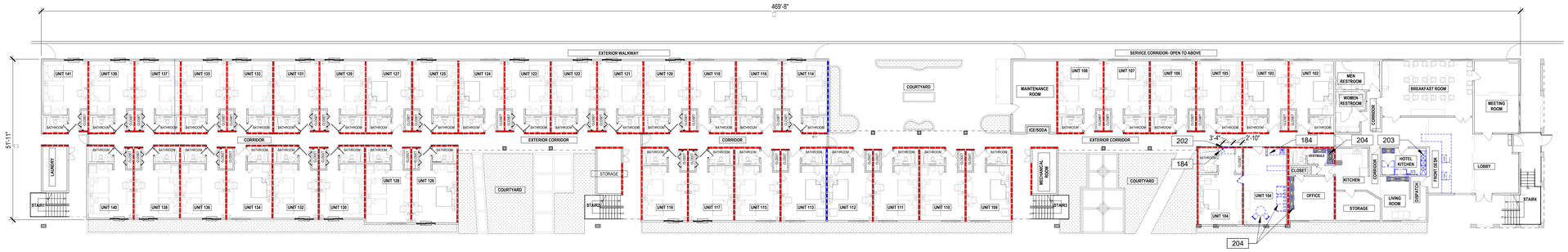
2025 PROSPER ARCHITECTS

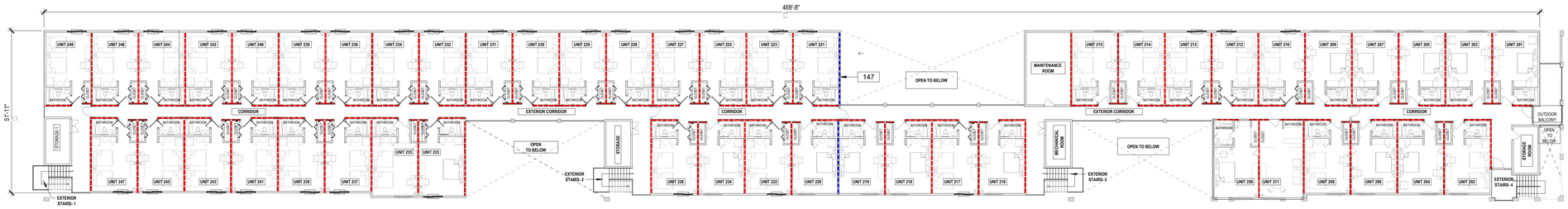
ENLARGED COURTYARD

A-0.10



N 1 OVERALL EXISTING FIRST FLOOR PLAN – BLDG A

1/16" = 1'-0"



N 2 OVERALL EXISTING SECOND FLOOR PLAN – BLDG A

1/16" = 1'-0"

KEYNOTES

147	EXISTING 2 HR FIRE RATED BARRIER.
184	EXISTING SINK TO BE DEMOLISHED.
202	PORTION OF WALL TO BE DEMOLISHED TO ACCOMMODATE NEW DOOR.
203	EXISTING KITCHEN EQUIPMENT TO BE REMOVED.
204	EXISTING FURNITURE TO BE REMOVED.

FLOOR PLAN LEGEND

- 1HR FIRE RATED DEMISING WALL
- 2HR FIRE RATED BARRIER
- NEW WALL

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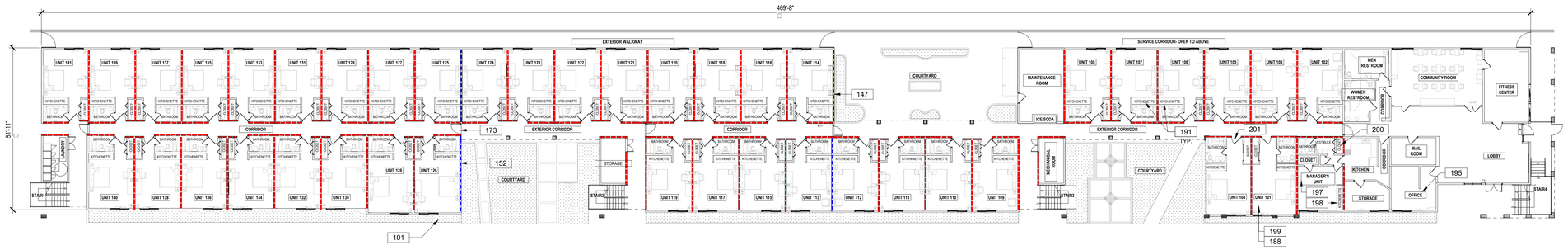
2025 PROSPER ARCHITECTS

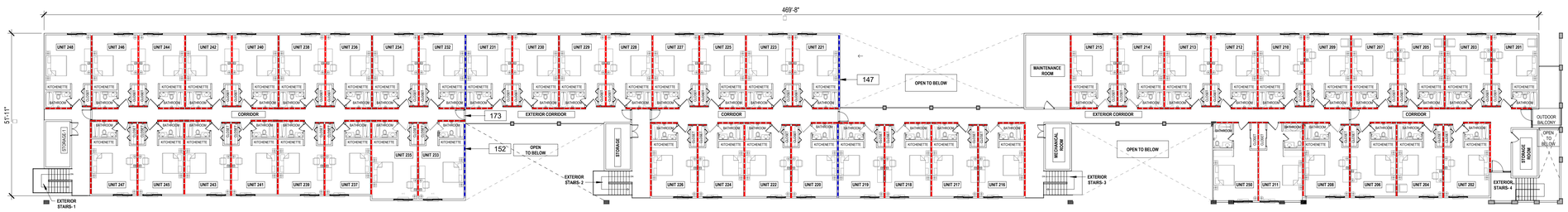
BUILDING A – OVERALL EXISTING FIRST & SECOND FLOOR PLANS

A-1.0



z 1 OVERALL PROPOSED FIRST FLOOR PLAN – BLDG A

1/16" = 1'-0"



z 2 OVERALLPROPOSED SECOND FLOOR PLAN – BLDG A

1/16" = 1'-0"

KEYNOTES

101 EXISTING LANDSCAPE TO REMAIN.
147 EXISTING 2 HR FIRE RATED BARRIER.
152 NEW 2 HR FIRE RATED BARRIER.
173 NEW 20-MINUTE FIRE RATED DOOR.
188 NEW UNIT WITH ITS FURNITURE AND RESTROOM.
191 A NEW KITCHENETTE IN ALL UNITS TYP.
195 EXISTING LIVING ROOM TO BE CONVERTED TO OFFICE.
197 EXISTING OFFICE TO BE CONVERTED TO MANAGERS UNIT.
198 NEW KITCHENETTE.
199 PORTION OF UNIT 104 TO BE CONVERTED TO NEW UNIT 101.
200 NEW CLOSET.
201 NEW DOOR.

FLOOR PLAN LEGEND

1HR FIRE RATED DEMISING WALL
2HR FIRE RATED BARRIER
NEW WALL

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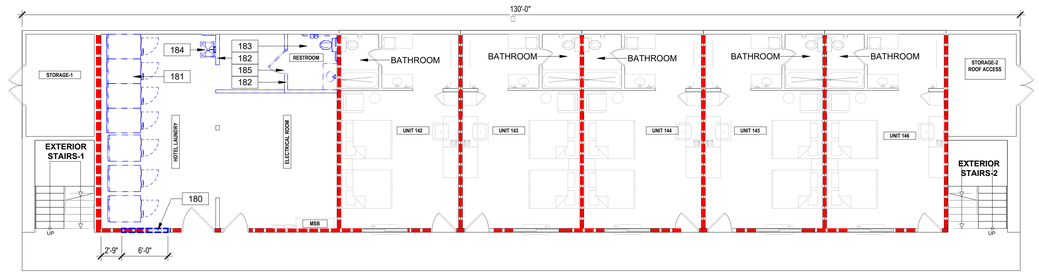
2025 PROSPER ARCHITECTS

BUILDING A – OVERALL PROPOSED FIRST & SECOND FLOOR PLANS

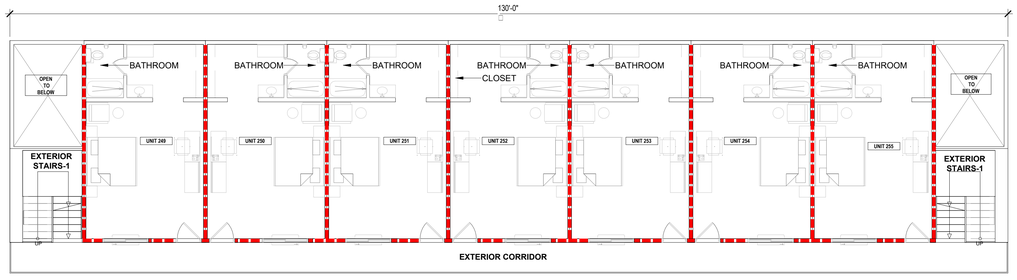
A-1.1



1 OVERALL EXISTING FIRST FLOOR PLAN - BLDG B

1/8" = 1'-0"

N



2 OVERALL EXISTING SECOND FLOOR PLAN - BLDG B

1/8" = 1'-0"

N

KEYNOTES

180	PORTION OF WALL TO BE DEMOLISHED TO ACCOMMODATE NEW WINDOW.
181	EXISTING WASHING MACHINE TO BE RELOCATED.
182	EXISTING WALL TO BE DEMOLISHED.
183	EXISTING RESTROOM ACCESSORIES TO BE DEMOLISHED.
184	EXISTING SINK TO BE DEMOLISHED.
185	EXISTING DOOR TO BE DEMOLISHED.

FLOOR PLAN LEGEND

- 1HR FIRE RATED DEMISING WALL
- 2HR FIRE RATED BARRIER
- NEW WALL

HORIZON APARTMENTS
CONVERSION

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BUENA PARK, CA 90621

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Seal

CU-25-10	PLAN CHECK
00-00-00	BID SET
25499	PROJECT NUMBER
HH	DESIGNED BY
AH	CHECKED BY
AS INDICATED	PLOT SCALE
10/09/2025	PLOT DATE
06/20/2025	1ST SUBMITTAL
10/09/2025	2ND SUBMITTAL
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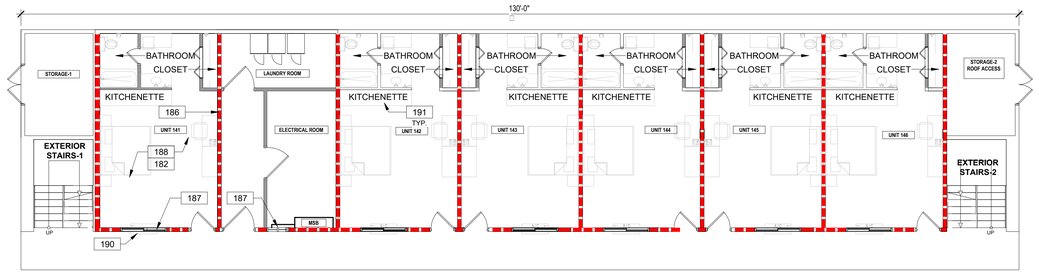
2025 PROSPER ARCHITECTS

BUILDING B – OVERALL EXISITNG FIRST & SECOND FLOOR PLANS

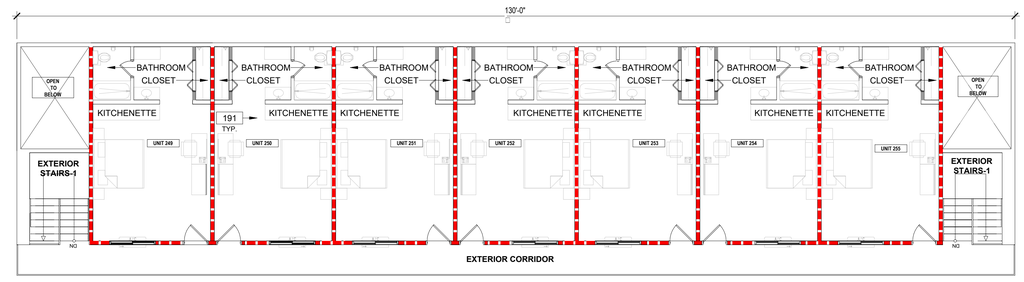
A-1.2



1 OVERALL PROPOSED FIRST FLOOR PLAN - BLDG B

1/8" = 1'-0"

N



2 OVERALL PROPOSED SECOND FLOOR PLAN - BLDG B

1/8" = 1'-0"

N

KEYNOTES

182	EXISTING WALL TO BE DEMOLISHED.
186	NEW 1HR FIRE RATED DEMISING WALL.
187	NEW WINDOW.
188	NEW UNIT WITH ITS FURNITURE AND RESTROOM.
190	NEW AC UNIT.
191	A NEW KITCHENETTE IN ALL UNITS TYP.

FLOOR PLAN LEGEND

- 1HR FIRE RATED DEMISING WALL
- 2HR FIRE RATED BARRIER
- NEW WALL

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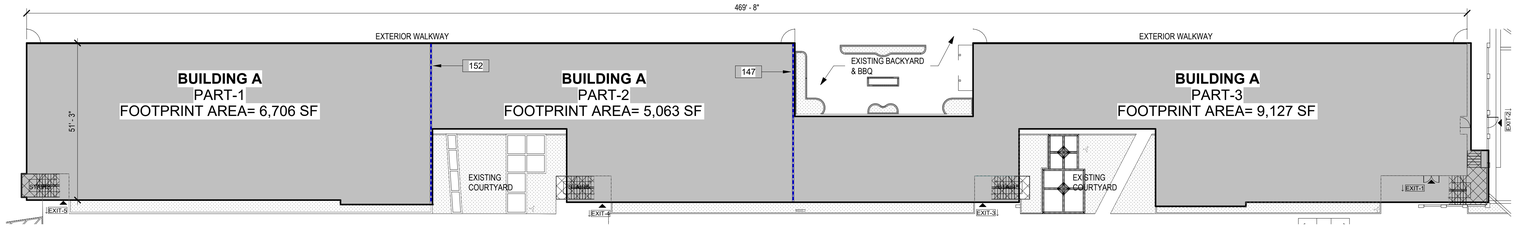
2025 PROSPER ARCHITECTS

BUILDING B – OVERALL PROPOSED FIRST & SECOND FLOOR PLANS

A-1.3



1 REQUIRED SEPERATION OCCUPANCIES

1" = 20'-0"

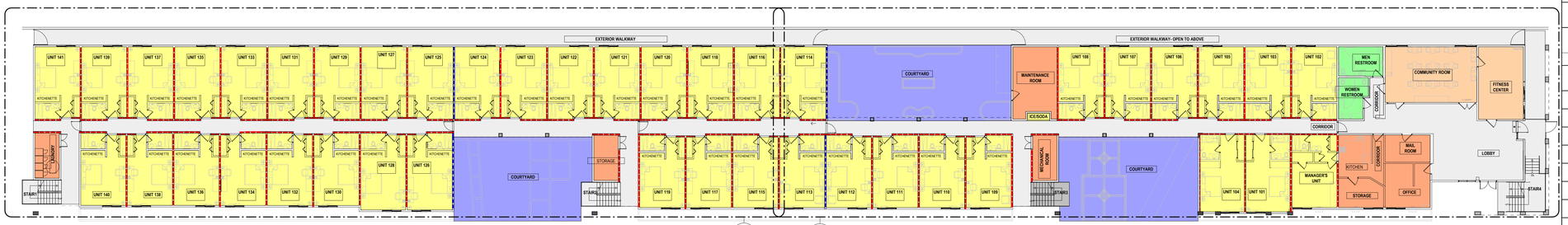
KEYNOTES

147 EXISTING 2 HR FIRE RATED BARRIER.
152 NEW 2 HR FIRE RATED BARRIER.
173 NEW 20-MINUTE FIRE RATED DOOR.

UNITS
RESTROOM
CIRCULATION
POOL DECK
UTILITIES & OTHERS
COURTYARD
COMMON AREA
POOL

EGRESS LEGEND

ACC — INTERNATIONAL ACCESSIBILITY SIGN
TS-E — TACTILE SIGN _"EXIT"
PATH OF TRAVEL
EMERGENCY EXIT SIGN DIRECTION. SEE ELECTRICAL REFLECTED CEILING PLAN.
X / X — REQUIRED WIDTH / PROVIDED WIDTH
REQUIRED ACCESSIBILITY CLEARANCE
PORTABLE FIRE EXTINGUISHER 2A:10B:C WITH A MAXIMUM TRAVEL DISTANCE OF 75 FEET, AND WITHIN 30 FEET OF COMMERCIAL COOKING EQUIPMENT. EXTINGUISHERS ARE PLACED ALONG THE NORMAL PATH OF TRAVEL, IN VISIBLE AND ACCESSIBLE LOCATIONS, WITH THE BOTTOM AT LEAST 4 INCHES ABOVE THE FLOOR. (CBC 906)
EATD — EXIT ACCESS TRAVEL DISTANCE
NOT IN CONTRACT
1HR FIRE RATED DEMISING WALL
2HR FIRE RATED BARRIER

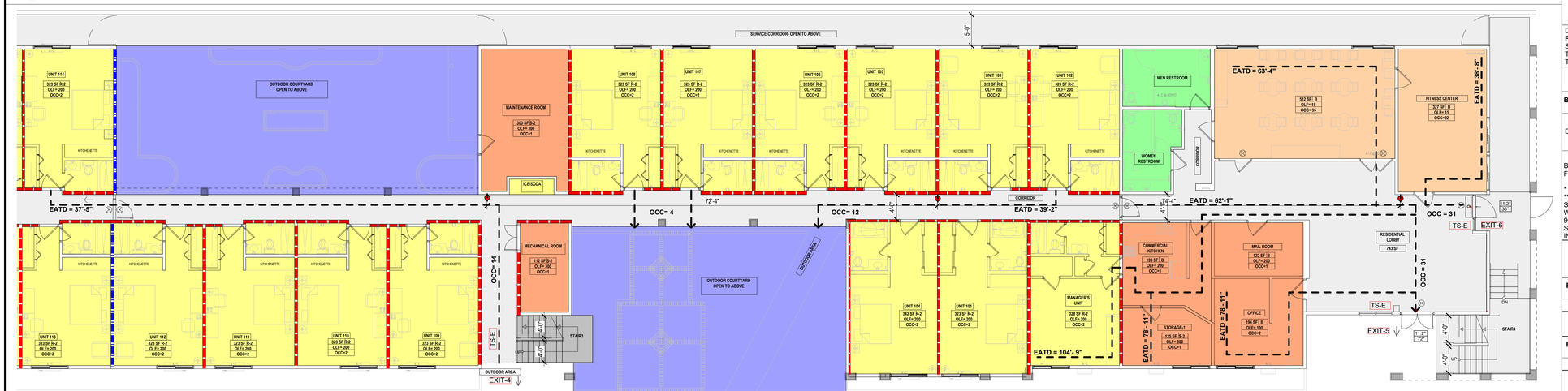


N 2 OVERALL FIRST FLOOR EGRESS PLAN – BLDG A

1/16" = 1'-0"

3 ENLARGED FIRST FLOOR EGRESS PLAN – BLDG A

1/8" = 1'-0"



4 ENLARGED FIRST FLOOR EGRESS PLAN BLDG A

1/8" = 1'-0"

508.4 REQUIRED SEPERATION OCCUPANCIES

OCCUPANCY	LEVEL UP OCCUPANCY	LEVEL DOWN OCCUPANCY	S/NS	REQUIRED SEPERATION	PROVIDED SEPERATION
R2- ASSEMBLY	R2	-	S	N	V.I.F

1004.5 OCCUPANCY & EGRESS CALCULATION

NAME	AREA	OCCUPANCY TYPE	OCCUPANCY LOAD FACTOR	OCCUPANTS FACTOR
RESIDENTIAL UNIT	PER PLAN	R-2	200	84
STORAGE-1	125 SF	S-2	300	1
STORAGE-2	112 SF	S-2	300	1
LAUNDRY	112 SF	B	100	2
COMMUNITY ROOM	512 SF	B	15	35
FITNESS ROOM	327 SF	B	15	22
KITCHEN	196 SF	B	200	1
MECHANICAL ROOM	112 SF	S-2	300	2
OFFICE	196 SF	B	100	2
MAINTENANCE ROOM	300 SF	S-2	300	1
				151

TOTAL OCCUPANT LOAD PER OCCUPANCY
ASSEMBLY (R-2) 84 OCCUPANTS
ASSEMBLY (B) 62 OCCUPANTS
ASSEMBLY (S-2) 5 OCCUPANTS

MEANS OF EGRESS SIZING:
151 X 0.2 = 30.2"/12= 2.51 LINEAR FEET OF EXIT WIDTH REQUIRED

EXIT ANALYSIS:
COMMUNITY ROOM
<49 OCCUPANTS, 1 EXIT REQUIRED
2 EXITS PROVIDED
FITNESS ROOM
<49 OCCUPANTS, 1 EXIT REQUIRED
2 EXITS PROVIDED
- LOBBY & LOUNGE
>49 OCCUPANTS, 2 EXITS REQUIRED
2 EXITS PROVIDED

6 EXITS ARE PROVIDED IN TOTAL FOR THE BUILDING,IN ADDITION, A PORTION OF THE CORRIDOR IS OPEN TO EXTERIOR

OTHER EXIT COMPONENTS:
CORRIDORS: 4" MIN PROVIDED

1017.2 EXIT ACCESS TRAVEL DISTANCE

OCCUPANCY	S/SN	MAX TRAVEL DISTANCE	PROVIDED TRAVEL DISTANCE
R-2- ASSEMBLY	S	250	LESS THAN 250
B - ASSEMBLY	S	300	LESS THAN 300
S-2- ASSEMBLY	S	250	LESS THAN 250

1020.2 CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	S/SN	OCCUPANTS LOAD SERVED BY CORRIDOR	REQUIRED FIRE RESISTANCE RATING (HOURS)	PROVIDED FIRE RESISTANCE RATING (HOURS)
R2- ASSEMBLY	S	GREATER THAN 10	1	1

708.3 FIRE-RESISTANCE RATING

FIRE PARTITIONS SHALL HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 1 HOUR.

716.2.2.1 DOOR ASSEMBLIES IN CORRIDORS AND SMOKE BARRIERS

DOOR ASSEMBLIES IN CORRIDORS DOOR ASSEMBLIES REQUIRED TO**HAVE A MINIMUM FIRE PROTECTION RATING OF 20 MINUTES WHERE LOCATED IN CORRIDOR WALLS**OR SMOKE BARRIER WALLS HAVING A FIRE-RESISTANCE RATING IN ACCORDANCE WITH TABLE 716.1(2) SHALL BE TESTED IN ACCORDANCE WITH NFPA 252 OR UL 10C WITHOUT THE HOSE STREAM TEST.

TABLE 506.2- ALLOWABLE AREA

BUILDING	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE AREA*	BLDG PART #	PROPOSED AREA**	RATIO
BLDG-A	R-2	SM	V-B	21,000 SQ.FT	1	6,706 SQ. FT	0.32
					2	5,063 SQ. FT	0.24
					3	9,127 SQ. FT	0.43

BUILDING A HAS BEEN COMPARTMENTALIZED INTO THREE SECTIONS, SEPARATED BY TWO FIRE BARRIERS, REFER TO**COMPARTMENTALIZED DIAGRAM**/A-0.7

* ALLOWABLE AREA FOR FIRST FLOOR AREA
** PROPOSED AREA FOR FIRST FLOOR AREA
SM= BUILDINGS TWO OR MORE STORIES ABOVE GRADE PLANE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.
S13R = BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.2

TABLE 504.4- ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE NO OF STORIES	EXSITING NO OF STORIES
BLDG-A	R-2	S	V-B	3	2

TABLE 504.3- ALLOWABLE BUILDING HEIGHT

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE HEIGHT	EXISTING HEIGHT
BLDG-A	R-2	S	V-B	60 FT	21'-11"

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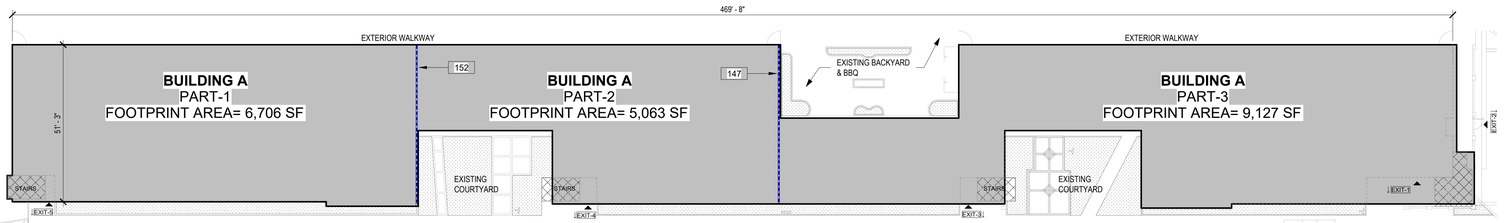
2025 PROSPER ARCHITECTS

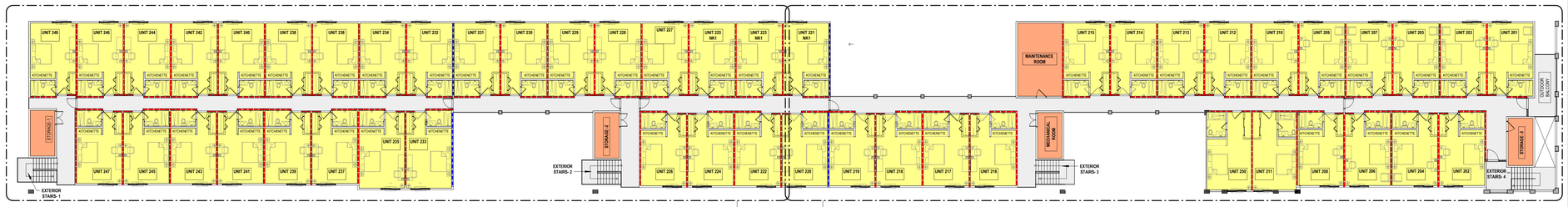
BUILDING A – OVERALL & ENLARGED FIRST FLOOR EGRESS PLAN

A-2.0



4 REQUIRED SEPERATION OCCUPANCIES

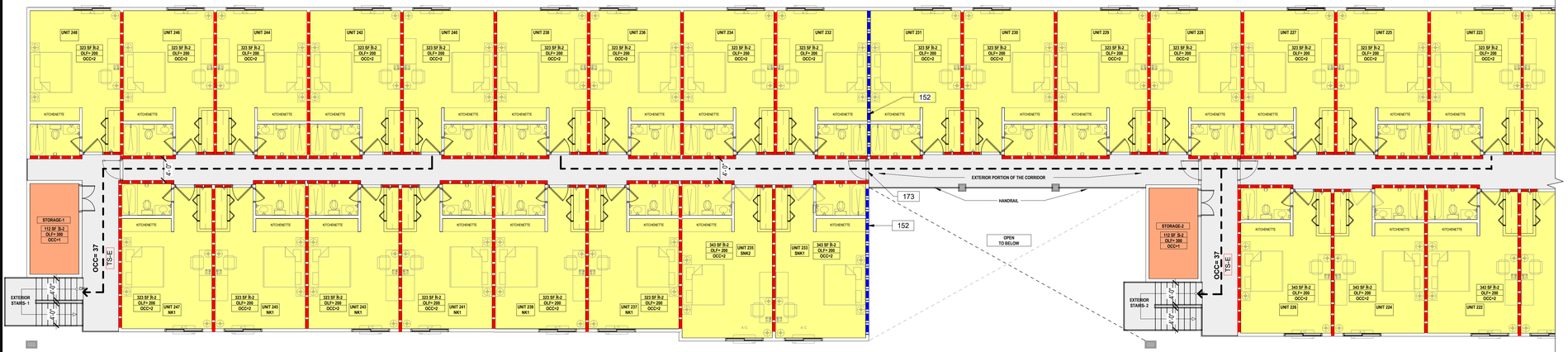
1" = 20'-0"



2 A-2.1 3 A-2.1

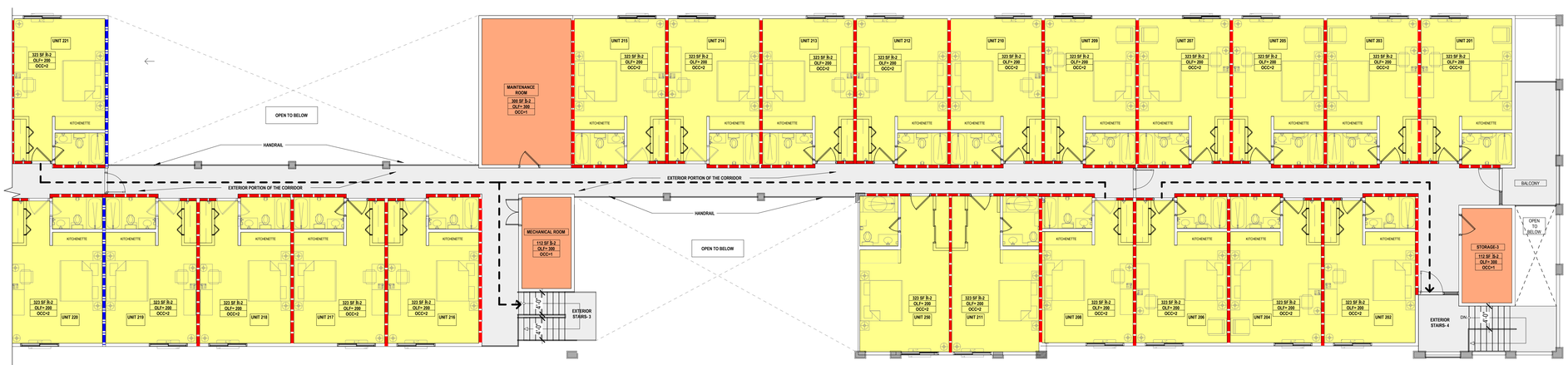
1 OVERALL SECOND FLOOR EGRESS PLAN – BLDG A

1/16" = 1'-0"



2 ENLARGED SECOND FLOOR EGRESS PLAN – BLDG A

1/8" = 1'-0"



3 ENLARGED SECOND FLOOR EGRESS PLAN – BLDG A

1/8" = 1'-0"

KEYNOTES

147 EXISTING 2 HR FIRE RATED BARRIER.
152 NEW 2 HR FIRE RATED BARRIER.
173 NEW 20-MINUTE FIRE RATED DOOR.

UNITS
RESTROOM
CIRCULATION
POOL DECK
UTILITIES & OTHERS
COURTYARD
COMMON AREA
POOL

EGRESS LEGEND

ACC — INTERNATIONAL ACCESSIBILITY SIGN
TS-E — TACTILE SIGN _"EXIT"
PATH OF TRAVEL
EMERGENCY EXIT SIGN DIRECTION. SEE ELECTRICAL REFLECTED CEILING PLAN.
X / X — REQUIRED WIDTH / PROVIDED WIDTH
REQUIRED ACCESSIBILITY CLEARANCE
PORTABLE FIRE EXTINGUISHER 2A:10B:C WITH A MAXIMUM TRAVEL DISTANCE OF 75 FEET, AND WITHIN 30 FEET OF COMMERCIAL COOKING EQUIPMENT. EXTINGUISHERS ARE PLACED ALONG THE NORMAL PATH OF TRAVEL, IN VISIBLE AND ACCESSIBLE LOCATIONS, WITH THE BOTTOM AT LEAST 4 INCHES ABOVE THE FLOOR. (CBC 906.)
EATD — EXIT ACCESS TRAVEL DISTANCE
NOT IN CONTRACT
1HR FIRE RATED DEMISING WALL
2HR FIRE RATED BARRIER

508.4 REQUIRED SEPERATION OCCUPANCIES

OCCUPANCY	LEVEL UP OCCUPANCY	LEVEL DOWN OCCUPANCY	S/NS	REQUIRED SEPERATION	PROVIDED SEPERATION
R2- ASSEMBLY	R2	-	S	N	V.I.F

1004.5 OCCUPANCY & EGRESS CALCULATION

NAME	AREA	OCCUPANCY TYPE	OCCUPANCY LOAD FACTOR	OCCUPANTS FACTOR
RESIDENTIAL UNIT	PER PLAN	R-2	200	98
STORAGE-1	112 SF	S-2	300	1
STORAGE-2	112 SF	S-2	300	1
STORAGE-3	112 SF	S-2	300	1
MECHANICAL ROOM	112 SF	S-2	300	2
MAINTENANCE ROOM	300 SF	S-2	300	1
				104

TOTAL OCCUPANT LOAD PER OCCUPANCY
ASSEMBLY (R-2) 98 OCCUPANTS
ASSEMBLY (S-2) 6 OCCUPANTS

MEANS OF EGRESS SIZING:
104 X 0.2 = 20.8"/12= 1.73 LINEAR FEET OF EXIT WIDTH REQUIRED

EXIT ANALYSIS:

STAIRS:
104 X 0.25 = 26"/ 12 = 2.16' REQUIRED, EACH STAIR PROVIDED WITH 4' MIN WIDTH

OTHER EXIT COMPONENTS:
CORRIDORS: 4' MIN PROVIDED

1017.2 EXIT ACCESS TRAVEL DISTANCE

OCCUPANCY	S/SN	MAX TRAVEL DISTANCE	PROVIDED TRAVEL DISTANCE
R-2- ASSEMBLY	S	250	LESS THAN 250
S-2- ASSEMBLY	S	250	LESS THAN 250

1020.2 CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	S/SN	OCCUPANTS LOAD SERVED BY CORRIDOR	REQUIRED FIRE RESISTANCE RATING (HOURS)	PROVIDED FIRE RESISTANCE RATING (HOURS)
R2- ASSEMBLY	S	GREATER THAN 10	1	1

708.3 FIRE-RESISTANCE RATING

FIRE PARTITIONS SHALL HAVE A FIRE-RESISTANCE RATING OF NOT LESS THAN 1 HOUR.

716.2.2.1 DOOR ASSEMBLIES IN CORRIDORS AND SMOKE BARRIERS

DOOR ASSEMBLIES IN CORRIDORS DOOR ASSEMBLIES REQUIRED TO**HAVE A MINIMUM FIRE PROTECTION RATING OF 20 MINUTES WHERE LOCATED IN CORRIDOR WALLS**OR SMOKE BARRIER WALLS HAVING A FIRE-RESISTANCE RATING IN ACCORDANCE WITH TABLE 716.1(2) SHALL BE TESTED IN ACCORDANCE WITH NFPA 252 OR UL 10C WITHOUT THE HOSE STREAM TEST.

TABLE 506.2- ALLOWABLE AREA

BUILDING	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE AREA*	BLDG PART #	PROPOSED AREA**	RATIO
BLDG-A	R-2	SM	V-B	21,000 SQ.FT	1	6,706 SQ. FT	0.32
					2	5,063 SQ. FT	0.24
					3	9,127 SQ. FT	0.43
							1>0.99

BUILDING A HAS BEEN COMPARTMENTALIZED INTO THREE SECTIONS, SEPARATED BY TWO FIRE BARRIERS, REFER TO A-0.2.

* ALLOWABLE AREA FOR FIRST FLOOR AREA
** PROPOSED AREA FOR FIRST FLOOR AREA
SM= BUILDINGS TWO OR MORE STORIES ABOVE GRADE PLANE EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1
S13R = BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.2

TABLE 504.4- ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE NO OF STORIES	EXSITING NO OF STORIES
BLDG-A	R-2	S	V-B	3	2

TABLE 504.3- ALLOWABLE BUILDING HEIGHT

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE HEIGHT	EXISTING HEIGHT
BLDG-A	R-2	S	V-B	60 FT	21'-11"

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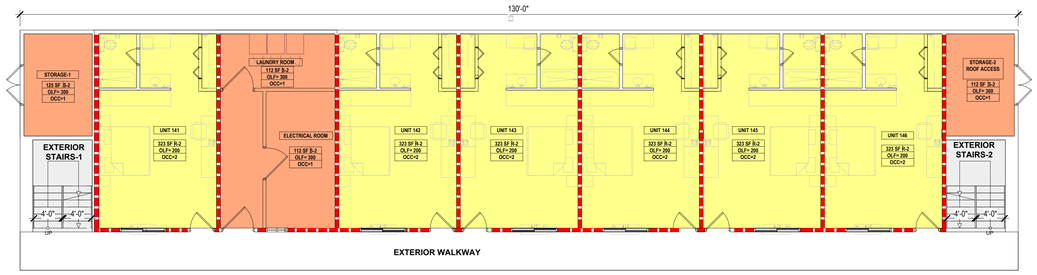
2025 PROSPER ARCHITECTS

BUILDING A – OVERALL & ENLARGED SECOND FLOOR EGRESS PLAN

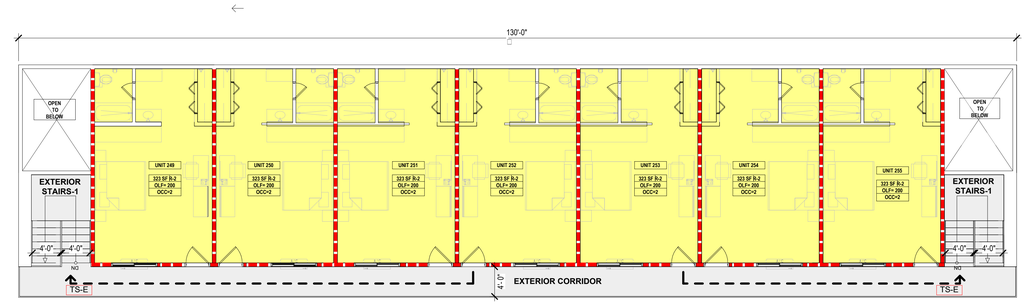
A-2.1



1 N

OVERALL FIRST FLOOREGRESS PLAN - BLDG B

1/8" = 1'-0"



2 N

OVERALL SECOND FLOOR EGRESS PLAN - BLDG B

1/8" = 1'-0"

EGRESS LEGEND

ACC	INTERNATIONAL ACCESSIBILITY SIGN
TS-E	TACTILE SIGN _"EXIT"
	PATH OF TRAVEL
	EMERGENCY EXIT SIGN DIRECTION. SEE ELECTRICAL REFLECTED CEILING PLAN.
X / X	REQUIRED WIDTH / PROVIDED WIDTH
	REQUIRED ACCESSIBILITY CLEARANCE
	PORTABLE FIRE EXTINGUISHER 2A:10B:C WITH A MAXIMUM TRAVEL DISTANCE OF 75 FEET, AND WITHIN 30 FEET OF COMMERCIAL COOKING EQUIPMENT. EXTINGUISHERS ARE PLACED ALONG THE NORMAL PATH OF TRAVEL, IN VISIBLE AND ACCESSIBLE LOCATIONS, WITH THE BOTTOM AT LEAST 4 INCHES ABOVE THE FLOOR. (CBC 906)
EATD	EXIT ACCESS TRAVEL DISTANCE
	NOT IN CONTRACT
	1HR FIRE RATED DEMISING WALL
	2HR FIRE RATED BARRIER

508.4 REQUIRED SEPERATION OCCUPANCIES

OCCUPANCY	LEVEL UP OCCUPANCY	LEVEL DOWN OCCUPANCY	S/NS	REQUIRED SEPERATION	PROVIDED SEPERATION
R2- ASSEMBLY	R2	-	S	N	V.I.F

1004.5 OCCUPANCY & EGRESS CALCULATION

FOR FIRST FLOOR EACH ROOM AND UNIT HAS DIRECT ACCESS TO OUTSIDE WITH 36 MIN WIDTH EXIT DOOR

FOR SECOND FLOOR

NAME	AREA	OCCUPANCY TYPE	OCCUPANCY LOAD FACTOR	OCCUPANTS FACTOR
RESIDENTIAL UNIT	PER PLAN	R-2	200	14

TOTAL OCCUPANT LOAD PER OCCUPANCY
ASSEMBLY (R-2) 14 OCCUPANTS

MEANS OF EGRESS SIZING:
14 X 0.2 = 2.8"/12= 0.23 LINEAR FEET OF EXIT WIDTH REQUIRED

EXIT ANALYSIS:

STAIRS:
14 X 0.25 = 3.5"/ 12 = 0.29' REQUIRED, EACH STAIR PROVIDED WITH 4' MIN WIDTH

OTHER EXIT COMPONENTS:
CORRIDORS: 4' MIN PROVIDED

TABLE 506.2- ALLOWABLE AREA

BUILDING	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE AREA*	BLDG PART #	PROPOSED AREA**	RATIO
BLDG-B	R-2	S13R	V-B	7,000 SQ.FT	-	3,688 SQ. FT	0.53
							1>0.53

* ALLOWABLE AREA FOR FIRST FLOOR AREA
** PROPOSED AREA FOR FIRST FLOOR AREA

S13R = BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.2

TABLE 504.4- ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE NO OF STORIES	EXSITING NO OF STORIES
BLDG-B	R-2	S	V-B	3	2

TABLE 504.3- ALLOWABLE BUILDING HEIGHT

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE HEIGHT	EXISTING HEIGHT
BLDG-A	R-2	S	V-B	60 FT	22'- 7"

UNITS
UTILITIES & OTHERS
RESTROOM
COURTYARD
CIRCULATION
COMMON AREA
POOL DECK
POOL

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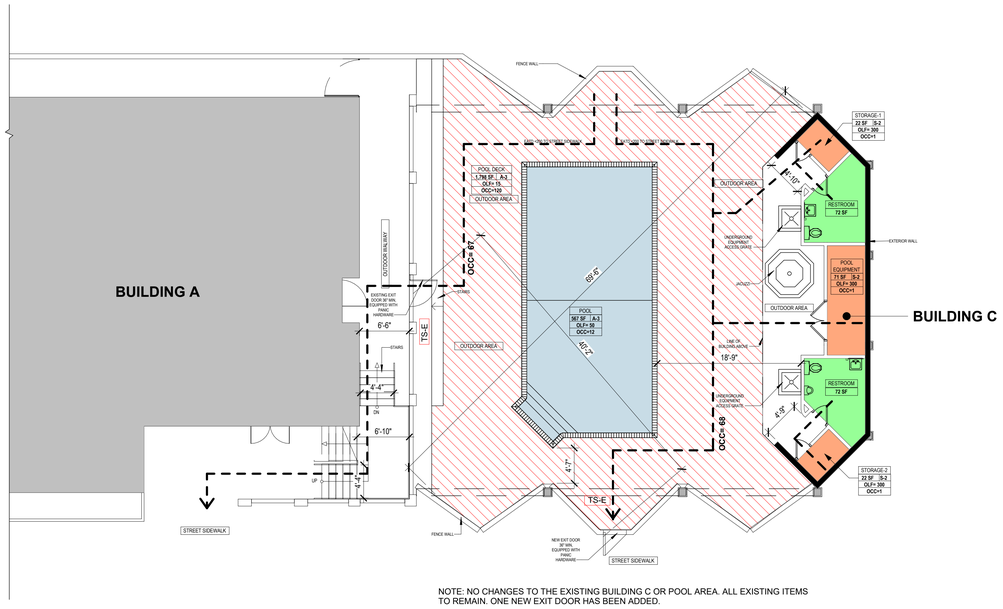
2025 PROSPER ARCHITECTS

BUILDING B – OVERALL FIRST & SECOND FLOOR EGRESS PLAN

A-2.2



NOTE: NO CHANGES TO THE EXISTING BUILDING C OR POOL AREA. ALL EXISTING ITEMS TO REMAIN. ONE NEW EXIT DOOR HAS BEEN ADDED.

N — 1 ENLARGED BUILDING C

1/8" = 1'-0"

EGRESS LEGEND

ACC	INTERNATIONAL ACCESSIBILITY SIGN
TS-E	TACTILE SIGN _"EXIT"
	PATH OF TRAVEL
	EMERGENCY EXIT SIGN DIRECTION. SEE ELECTRICAL REFLECTED CEILING PLAN.
X / X	REQUIRED WIDTH / PROVIDED WIDTH
	REQUIRED ACCESSIBILITY CLEARANCE
	PORTABLE FIRE EXTINGUISHER 2A:10B:C WITH A MAXIMUM TRAVEL DISTANCE OF 75 FEET, AND WITHIN 30 FEET OF COMMERCIAL COOKING EQUIPMENT. EXTINGUISHERS ARE PLACED ALONG THE NORMAL PATH OF TRAVEL, IN VISIBLE AND ACCESSIBLE LOCATIONS, WITH THE BOTTOM AT LEAST 4 INCHES ABOVE THE FLOOR. (CBC 906)
EATD	EXIT ACCESS TRAVEL DISTANCE
	NOT IN CONTRACT
	1HR FIRE RATED DEMISING WALL
	2HR FIRE RATED BARRIER

TABLE 506.2- ALLOWABLE AREA

BUILDING	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE AREA*	BLDG PART #	PROPOSED AREA**	RATIO
BLDG-C	S-2	NS	V-B	13,500 SQ.FT	-	330 SQ. FT	0.024
							1>0.024

TABLE 504.4- ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE NO OF STORIES	EXSITING NO OF STORIES
BLDG-C	S-2	NS	V-B	2	1

TABLE 504.3- ALLOWABLE BUILDING HEIGHT

BUILDING #	OCCUPANCY	NS/S	CONSTRUCTION TYPE	ALLOWABLE HEIGHT	EXISTING HEIGHT
BLDG-C	S-2	NS	V-B	40 FT	13'- 8"

UNITS — UTILITIES & OTHERS

RESTROOM — COURTYARD

CIRCULATION — COMMON AREA

POOL DECK — POOL

1004.5 OCCUPANCY & EGRESS CALCULATION

NAME	AREA	OCCUPANCY TYPE	OCCUPANCY LOAD FACTOR	OCCUPANTS FACTOR
STORAGE-1	22 SF	S-2	300	1
STORAGE-2	22 SF	S-2	300	1
POOL EQUIPMENT	71 SF	S-2	300	1
POOL	567 SF	A-3	50	12
POOL DECK	1,798 SF	A-3	15	120
				135

TOTAL OCCUPANT LOAD PER OCCUPANCY

ASSEMBLY (A-3) 132 OCCUPANTS

ASSEMBLY (S-2) 3 OCCUPANTS

EXIT ANALYSIS:

>49 OCCUPANTS, 2 EXITS ARE REQUIRED

2 EXITS ARE PROVIDED

- ALL ROOMS IN BUILDING C EXIT DIRECTLY TO THE EXTERIOR AREA
- DOOR MIN WIDTH PROVIDED FOR ALL ROOMS IN BUILDING C=36" MIN

1017.2 EXIT ACCESS TRAVEL DISTANCE

OCCUPANCY	S/NS	MAX TRAVEL DISTANCE	PROVIDED TRAVEL DISTANCE
A-3 ASSEMBLY	NS	200	LESS THAN 200
S-2- ASSEMBLY	NS	200	LESS THAN 200

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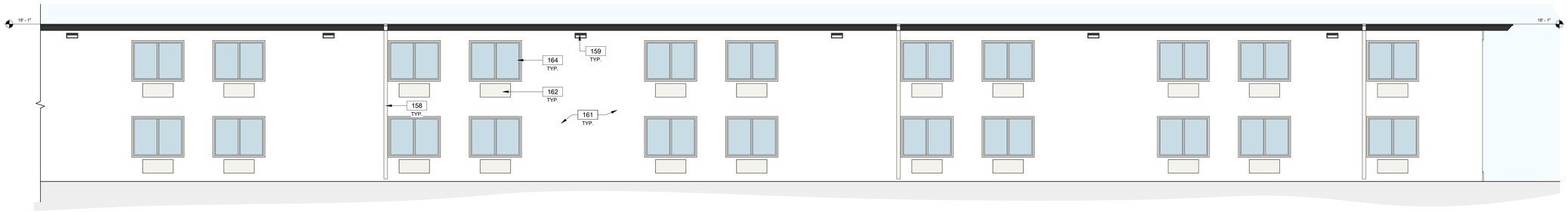
2025 PROSPER ARCHITECTS

BUILDING C & POOL FLOOR PLAN AND EGRESS ANALYSIS

A-2.3

1 OVERALL EAST ELEVATION

1/16" = 1'-0"

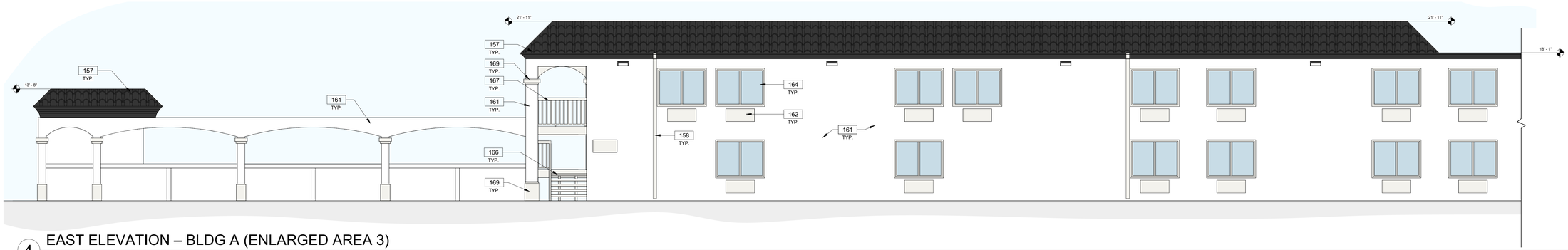


2 EAST ELEVATION – BLDG A (ENLARGED AREA 1)

3/16" = 1'-0"

3 EAST ELEVATION – BLDG A (ENLARGED AREA 2)

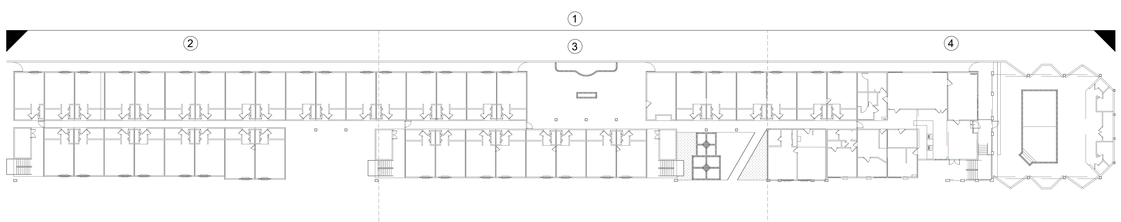
3/16" = 1'-0"



4 EAST ELEVATION – BLDG A (ENLARGED AREA 3)

3/16" = 1'-0"

KEY PLAN



MATERIALS LEGEND

RT-1	REPAINT EXISTING ROOF TRIMS WEB GRAY	RT	REPAINT EXISTING ROOF TILES, WEB GRAY REPAIR WHERE NEEDED
P-3	PAINT REPAINT EXISTING DOORS	P-1	PAINT- EXTERIOR WALLS SHERWIN-WILLIAMS NATURAL WHITE
		P-2	PAINT- BUILDING TRIMS SHERWIN-WILLIAMS WHITE SAND

ELEVATION KEYNOTES

157	EXISTING ROOF TO BE REPAINTED.
158	EXISTING DOWNSPOUTS TO BE REPAINTED.
159	EXISTING LIGHTS TO BE REPLACED IN PLACE WITH NEW FIXTURES.
161	EXISTING WALLS TO BE REPAINTED.
162	EXISTING AC UNITS TO BE REPAINTED.
163	EXISTING DOORS TO BE REPAINTED.
164	EXISTING WINDOW FRAMES TO REMAIN.
166	EXISTING STAIRS TO BE REPAINTED..
167	EXISTING GUARDRAIL TO BE REPAINTED.
169	EXISTING COLUMN TRIMS TO BE REPAINTED.

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2025 PROSPER ARCHITECTS

ELEVATIONS – BLDG A

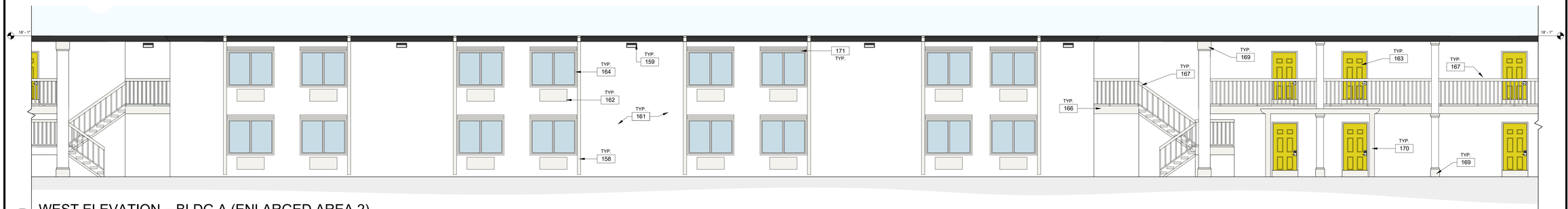
A-3.0

1 OVERALL WEST ELEVATION

1/16" = 1'-0"

2 WEST ELEVATION – BLDG A (ENLARGED AREA 1)

3/16" = 1'-0"



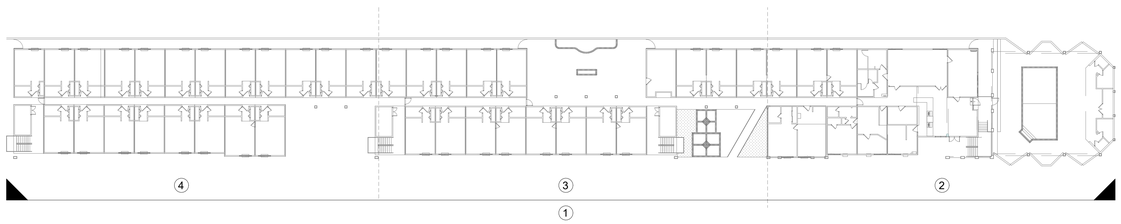
3 WEST ELEVATION – BLDG A (ENLARGED AREA 2)

3/16" = 1'-0"

4 WEST ELEVATION – BLDG A (ENLARGED AREA 3)

3/16" = 1'-0"

KEY PLAN



MATERIALS LEGEND

RT-1	REPAINT EXISTING ROOF TRIMS WEB GRAY
RT	REPAINT EXISTING ROOF TILES, WEB GRAY REPAIR WHERE NEEDED
P-3	PAINT REPAINT EXISTING DOORS
P-1	PAINT- EXTERIOR WALLS SHERWIN-WILLIAMS NATURAL WHITE
P-2	PAINT- BUILDING TRIMS SHERWIN-WILLIAMS WHITE SAND

ELEVATION KEYNOTES

157	EXISTING ROOF TO BE REPAINTED.
158	EXISTING DOWNSPOUTS TO BE REPAINTED.
159	EXISTING LIGHTS TO BE REPLACED IN PLACE WITH NEW FIXTURES.
161	EXISTING WALLS TO BE REPAINTED.
162	EXISTING AC UNITS TO BE REPAINTED.
163	EXISTING DOORS TO BE REPAINTED.
164	EXISTING WINDOW FRAMES TO REMAIN.
166	EXISTING STAIRS TO BE REPAINTED..
167	EXISTING GUARDRAIL TO BE REPAINTED.
169	EXISTING COLUMN TRIMS TO BE REPAINTED.
170	EXISTING TRIMS TO BE REPAINTED.
171	EXISTING WINDOW TRIMS TO BE REPAINTED.

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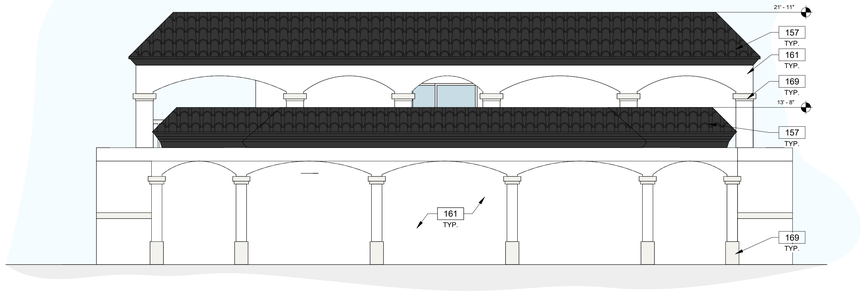
2025 PROSPER ARCHITECTS

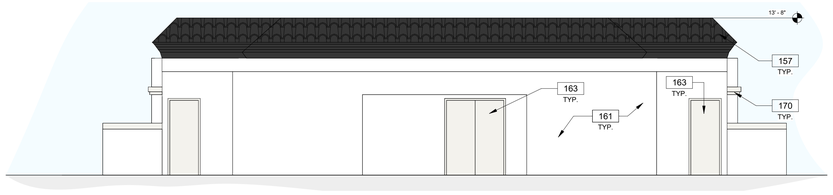
ELEVATIONS – BLDG A

A-3.1

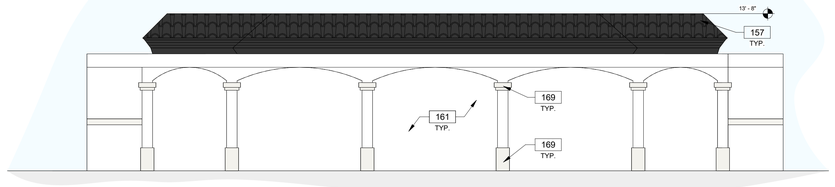
3 BUILDING A SOUTH ELEVATION
3/16" = 1'-0"

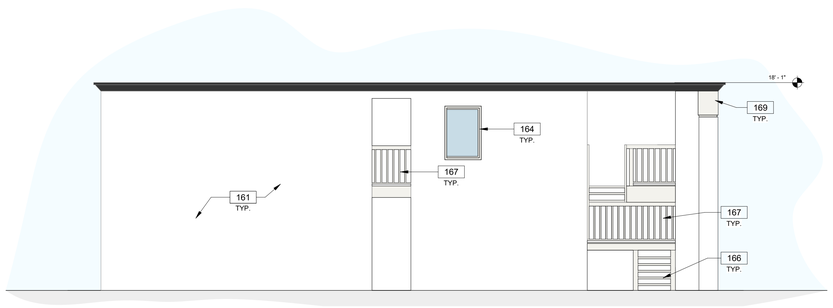


1 OVERALL SOUTH ELEVATION
3/16" = 1'-0"



4 BUILDING C NORTH ELEVATION
3/16" = 1'-0"

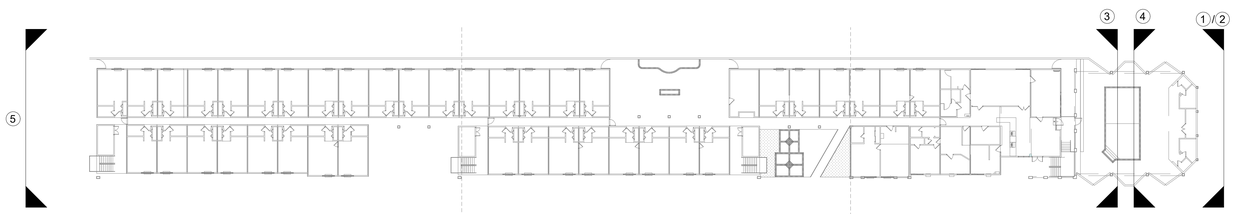




5 OVERALL NORTH ELEVATION
3/16" = 1'-0"

2 OVERALL SOUTH ELEVATION
3/16" = 1'-0"

KEY PLAN



MATERIALS LEGEND

RT-1	REPAINT EXISTING ROOF TRIMS WEB GRAY
RT	REPAINT EXISTING ROOF TILES, WEB GRAY REPAIR WHERE NEEDED
P-3	PAINT REPAINT EXISTING DOORS
P-1	PAINT- EXTERIOR WALLS SHERWIN-WILLIAMS NATURAL WHITE
P-2	PAINT- BUILDING TRIMS SHERWIN-WILLIAMS WHITE SAND

ELEVATION KEYNOTES

157	EXISTING ROOF TO BE REPAINTED.
161	EXISTING WALLS TO BE REPAINTED.
163	EXISTING DOORS TO BE REPAINTED.
164	EXISTING WINDOW FRAMES TO REMAIN.
166	EXISTING STAIRS TO BE REPAINTED..
167	EXISTING GUARDRAIL TO BE REPAINTED.
169	EXISTING COLUMN TRIMS TO BE REPAINTED.
170	EXISTING TRIMS TO BE REPAINTED.

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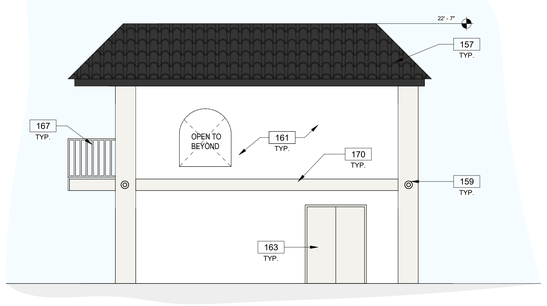
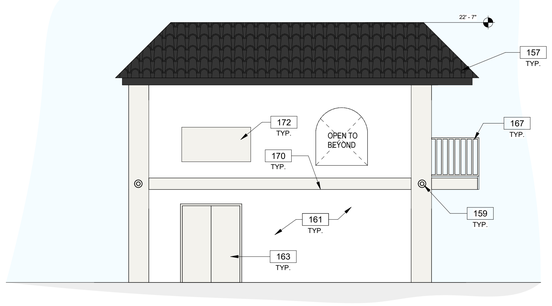
ELEVATIONS-BLDG A

A-3.2

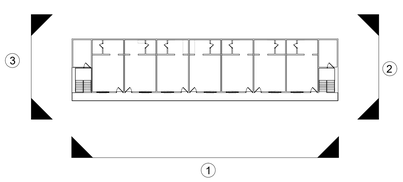
1 OVERALL NORTH ELEVATION – BLDG B
3/16" = 1'-0"



2 OVERALL WEST ELEVATION – BLDG B
3/16" = 1'-0"



3 OVERALL EAST ELEVATION – BLDG B
3/16" = 1'-0"



MATERIALS LEGEND

RT-1	REPAINT EXISTING ROOF TRIMS WEB GRAY	
RT	REPAINT EXISTING ROOF TILES, WEB GRAY REPAIR WHERE NEEDED	
P-3	PAINT REPAINT EXISTING DOORS	
P-1	PAINT- EXTERIOR WALLS SHERWIN-WILLIAMS NATURAL WHITE	
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ELEVATION KEYNOTES

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159	EXISTING LIGHTS TO BE REPLACED IN PLACE WITH NEW FIXTURES.
161	EXISTING WALLS TO BE REPAINTED.
162	EXISTING AC UNITS TO BE REPAINTED.
163	EXISTING DOORS TO BE REPAINTED.
164	EXISTING WINDOW FRAMES TO REMAIN.
166	EXISTING STAIRS TO BE REPAINTED..
167	EXISTING GUARDRAIL TO BE REPAINTED.
170	EXISTING TRIMS TO BE REPAINTED.
172	EXISTING SIGNAGE TO REMAIN.
206	REPLACE EXISTING SMALL WINDOW WITH NEW WINDOW TO MATCH THE DESIGN AND COLOR OF OTHER UNIT WINDOWS.

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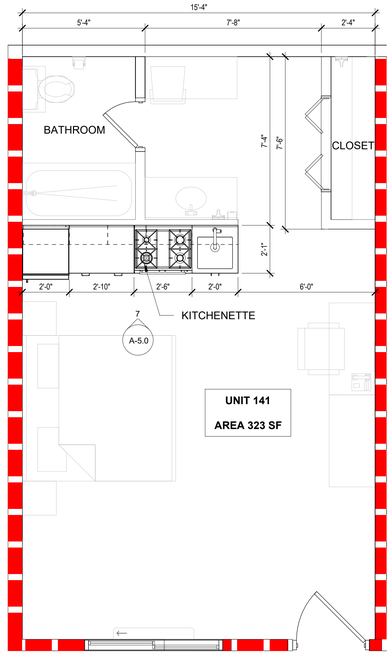
2025 PROSPER ARCHITECTS

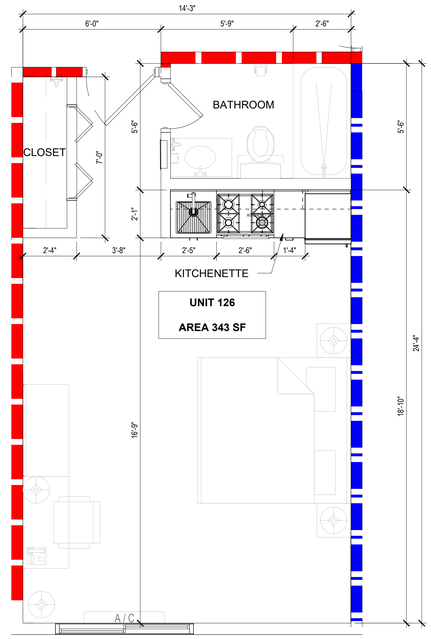
OVERALL ELEVATIONS – BLDG B

A-3.3



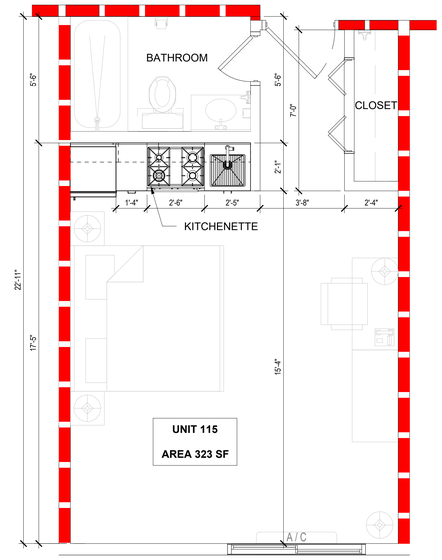
5 BUILDING B - TYP. UNIT

3/8" = 1'-0"



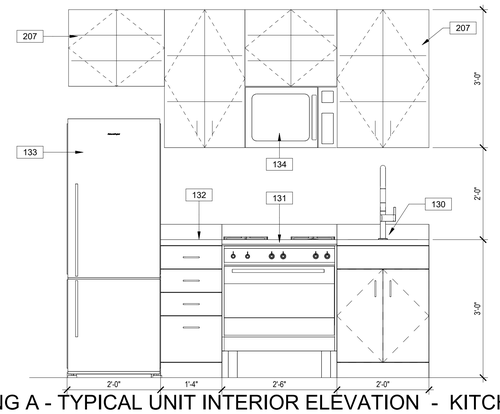
3 BUILDING A - UNIT B

3/8" = 1'-0"



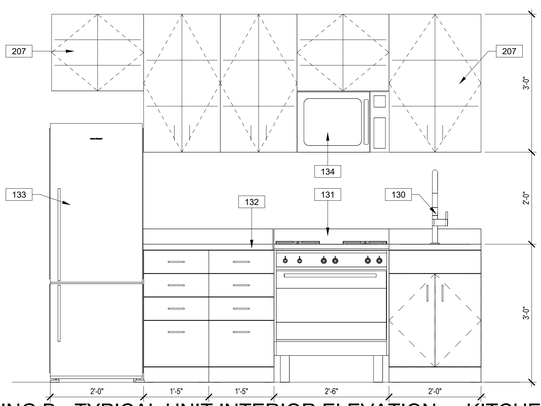
2 BUILDING A - UNIT A

3/8" = 1'-0"



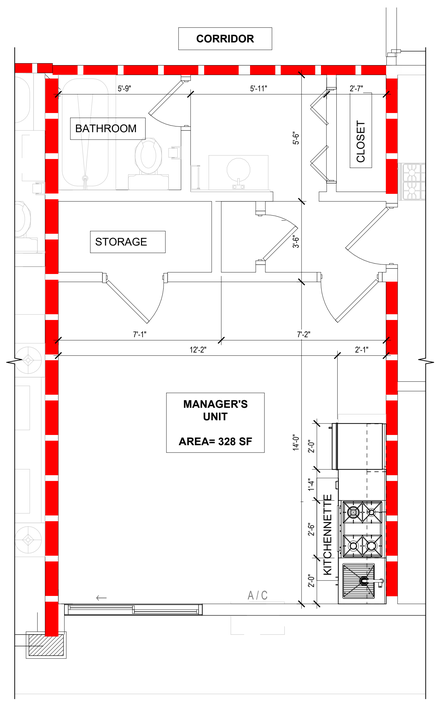
6 BUILDING A - TYPICAL UNIT INTERIOR ELEVATION - KITCHENETTE

3/4" = 1'-0"



7 BUILDING B - TYPICAL UNIT INTERIOR ELEVATION - KITCHENETTE

3/4" = 1'-0"



4 BUILDING A - MANAGER'S UNIT

3/8" = 1'-0"

INTERIOR ELEVATION KEYNOTES

130	SINK.
131	STOVE + OVEN.
132	COUNTERTOP.
133	REFRIGERATOR.
134	MICROWAVE.
207	CABINETS.

UNIT SCHEDULE

BUILDING A			BUILDING B
UNIT A	UNIT A	UNIT B	TYP. UNIT
114	102	101	141
116	103	104	142
117	105	128	143
118	106	211	144
119	107	235	145
120	108	250	146
121	109	126	249
122	110	233	250
123	111		251
124	112		252
125	113		253
127	115		254
129	201		255
130	202		
131	203		
132	204		
133	205		
134	206		
135	207		
136	208		
137	209		
138	212		
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248			
TOTAL UNIT A : 83		TOTAL UNIT B : 8	TOTAL TYP. UNIT: 13

HORIZON APARTMENTS CONVERSION

7039 ORANGETHORPE AVE, BUENA PARK, CA 90621

PROSPER

ARCHITECTURE INTERIORS PLANNING MANAGEMENT
134 S GLASSELL UNIT #K,ORANGE CA 92866, USA
+1 (949) 373-4401 | PROSPERARCH.COM

Seal

CU-25-10	PLAN CHECK
00-00-00	BID SET
25499	PROJECT NUMBER
HH	DESIGNED BY
AH	CHECKED BY
AS INDICATED	PLOT SCALE
10/09/2025	PLOT DATE
06/20/2025	1ST SUBMITTAL
10/09/2025	2ND SUBMITTAL
10/29/2025	3RD SUBMITTAL

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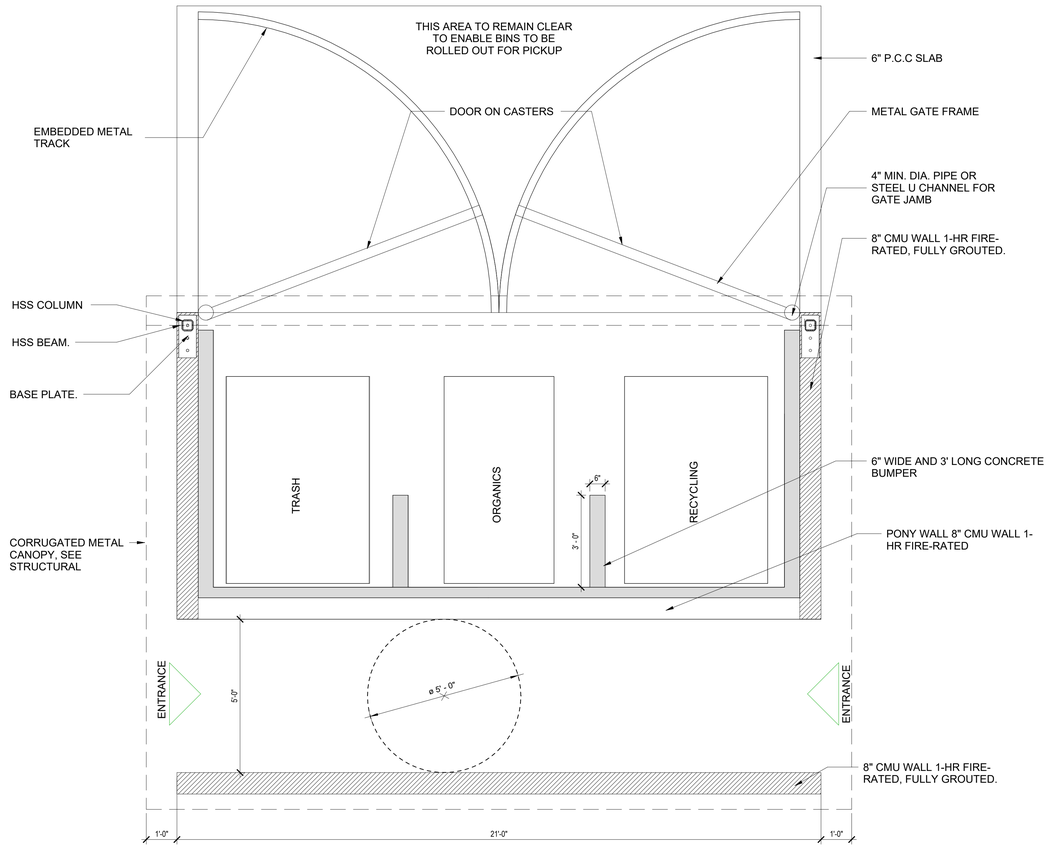
2025 PROSPER ARCHITECTS

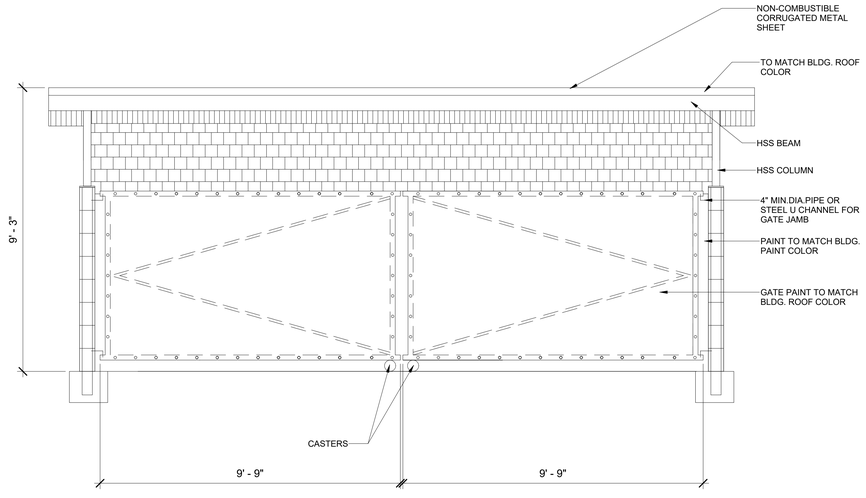
ENLARGED UNIT PLANS AND INTERIOR ELEVATIONS

A-5.0



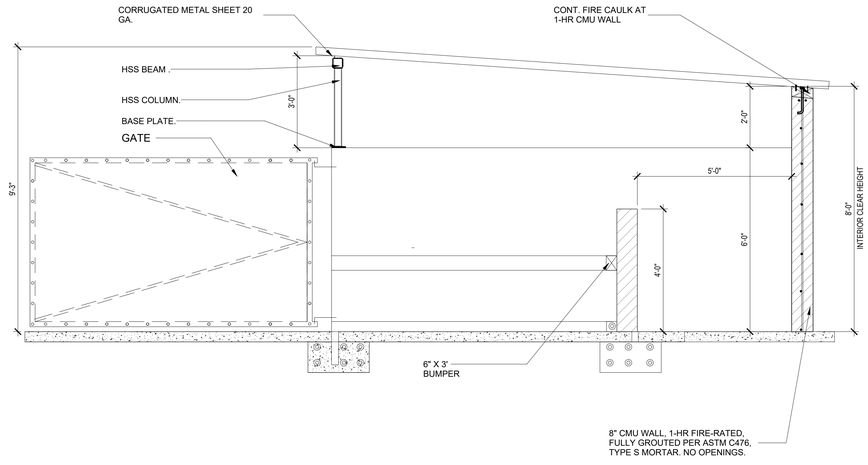
4 TRASH ENCLOSURE PLAN

1/2" = 1'-0"



5 TRASH ENCLOSURE ELEVATION

1/2" = 1'-0"



6 TRASH ENCLOSURE SECTION

1/2" = 1'-0"

NOTE

TRASH ENCLOSURE EXTERIOR WALL FINISH AND COLOR TO MATCH BUILDINGS A AND B.

HORIZON APARTMENTS
CONVERSION

7039 ORANGETHORPE AVE.
BUENA PARK, CA 90621

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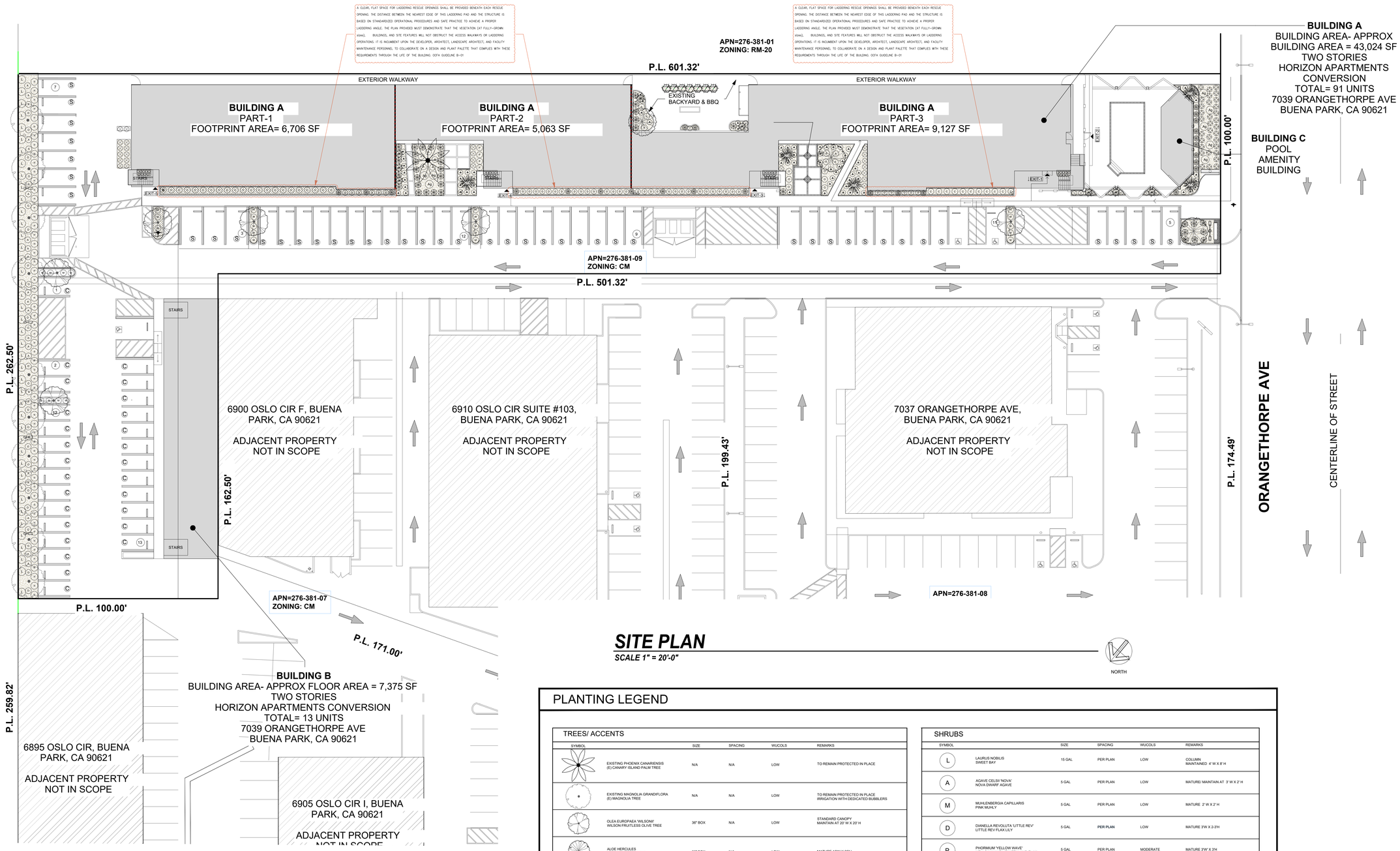
2025 PROSPER ARCHITECTS

TRASH ENCLOSURE

A-6.0



SITE PLAN

SCALE 1" = 20'-0"

NORTH

IRRIGATION NOTES

- ALL PLANTED AREA TO HAVE PERMANENT AUTOMATED IRRIGATION
- IRRIGATION LINE TO BE SUBTERRANEAN PER STANDARD IRRIGATION PRACTICE
- IRRIGATION TO COMPLY WITH 2022 CALIFORNIA PLUMBING CODE
- ALL PLANTED AREAS EXCEPT LAWN AREAS TO HAVE DRIP IRRIGATION SYSTEM
- EXISTING IRRIGATION TO BE CONVERTED TO NETAFIM TECHLINE DRIP SYSTEM - INSTALLATION PER MANUFACTURERS SPECIFICATIONS

PLANTING LEGEND

TREES/ ACCENTS

SYMBOL		SIZE	SPACING	WUCOLS	REMARKS
	EXISTING PHOENIX CANARIENSIS (E) CANARY ISLAND PALM TREE	N/A	N/A	LOW	TO REMAIN PROTECTED IN PLACE
	EXISTING MAGNOLIA GRANDIFLORA (E) MAGNOLIA TREE	N/A	N/A	LOW	TO REMAIN PROTECTED IN PLACE IRRIGATION WITH DEDICATED BUBBLERS
	OLEA EUROPAEA 'WILSONII' WILSON FRUITLESS OLIVE TREE	36" BOX	N/A	LOW	STANDARD CANOPY MAINTAIN AT 20' W X 20' H
	ALOE HERCULES HERCULES ALOE TREE	36" BOX	N/A	LOW	MATURE 15'W X 25'H
	BAMBUSA OLDHAMII GIANT TIMBER BAMBOO	24" BOX	N/A	LOW	MATURE 4'W X 40'H PROVIDE BIO-BARRIER
	ALOE THRASKII COAST ALOE	24" BOX	N/A	LOW	MATURE 4'W X 10'H
	PEDILANTHUS BRACTEATUS LADY SLIPPERS	15 GAL	N/A	LOW	MATURE AT 2' W X 8' H
	FURONAEA FOETIDA 'MEDIOPICTA' VARIEGATED FURCRAEA	24" BOX	N/A	LOW	MATURE AT 6' W X 12' H

SHRUBS

SYMBOL		SIZE	SPACING	WUCOLS	REMARKS
L	LAURUS NOBILIS SWEET BAY	15 GAL	PER PLAN	LOW	COLUMN MAINTAINED 4' W X 8' H
A	AGAVE CELSII 'NOVA' NOVA DWARF AGAVE	5 GAL	PER PLAN	LOW	MATURE/ MAINTAIN AT 3' W X 2' H
M	MUHLENBERGIA CAPILLARIS PINK MUHLY	5 GAL	PER PLAN	LOW	MATURE 2' W X 2' H
D	DIANELLA REVOLUTA 'LITTLE REV' LITTLE REV FLAX LILY	5 GAL	PER PLAN	LOW	MATURE 3'W X 2-3'H
P	PHORMIUM 'YELLOW WAVE' YELLOW WAVE NEW ZEALAND FLAX	5 GAL	PER PLAN	MODERATE	MATURE 3'W X 3'H
C	CHONDROPETALUM TECTORUM 'DWARF' DWARF CAPE RUSH	5 GAL	PER PLAN	LOW	MATURE3W X 3'H
O	OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE OLIVE TREE	5 GAL	PER PLAN	LOW	MATURE 5'W X 5'H MAINTAIN AT 2.5'W X 2.5'H
Ag	AGAVE OVATIFOLIA 'FROSTY BLUE' WHALES TONGUE AGAVE	15 GAL	PER PLAN	LOW	MATURE 4'H X 4'W
	ASPARAGUS DENSIFLORUS 'MYERS' FOXTAIL FERN	5 GAL	PER PLAN	MODERATE	MATURE 3'H X 2'W
	CRASSULA ARBORESCENS UNDULATIFOLIA RIPPLE JADE	1 GAL	PER PLAN	LOW	MATURE 3' W X 3 H
	WESTRINGIA FRUTICOSA 'MUNDI' MUNDI COAST ROSEMARY	5 GAL	PER PLAN	MODERATE	MATURE 4' W X 1' H
	PENNISETUM SPATHIOLATUM SLENDER VELDT GRASS	1 GAL	PER PLAN	MODERATE	MATURE 2' W X 2' H
	LOMANDRA LONGIFOLIA 'BREEZE' BREEZE MAT RUSH	5 GAL	PER PLAN	LOW	MATURE 3' W X 3' H
	SANSERVIERIA TRIFASCIATA 'BLACK GOLD' BLACK GOLD SNAKE PLANT	5 GAL	PER PLAN	LOW	MATURE 2' W X 3' H

GROUNDCOVERS

SYMBOL		SIZE	SPACING	WUCOLS	REMARKS
	SENECIO MANDRALISCAE BLUE CHALK STICKS	4" POTS	N/A	LOW	MATURE 2'W X 1'H
	CALIFORNIA GOLD D.G.	FINES	N/A	N/A	LANDSCAPE FABRIC BENEATH

NOTES

- ALL PLANS ARE CONCEPTUAL AND ARE INTENDED FOR DESIGN INTENT ONLY. PLANS ARE NOT CONSIDERED CONSTRUCTION DOCUMENTS
- ALL SCORE LINES ON DRAWING ARE APPROXIMATE. ACTUAL FINISHED CONCRETE SCORES LINES MAY DIFFER SLIGHTLY IN LOCATION FROM DRAWINGS
- ALL HEIGHTS AND LOCATIONS OF RAISED STRUCTURES MAY BE SUBJECT TO HOME ASSOCIATION AND COUNTY/CITY APPROVALS. POTENTIAL CHANGES COULD OCCUR IF MANDATED BY EITHER.
- LANDSCAPE DESIGN ARE NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR/ INSTALLER TO MAKE SURE ALL STRUCTURES COMPLY WITH CITY CODES AND FIRE CODES AND ALL MANUFACTURERS SPECIFICATIONS

HORIZON APARTMENT CONVERSION

7039 ORANGETHORPE AVE
BUENA PARK, CA, 90621

SHEET DESCRIPTION

PLANTING PLAN

SHEET INFO

SCALE: 1" = 20'-0"
DATE: 10/06/25

SHEET NUMBER

L - 1

OLEA EUROPAEA 'WILSONII'
WILSON FRUITLESS OLIVE TREE

ALOE HERCULES
HERCULES ALOE TREE

BAMBUSA OLDHAMII
GIANT TIMBER BAMBOO

ALOE THRASKII
COAST ALOE

PEDILANTHUS BRACTEATUS
LADY SLIPPERS

FURCRAEA FOETIDA 'MEDIOPICTA'
VARIEGATED FURCRAEA

LAURUS NOBILIS
SWEET BAY

AGAVE CELSII 'NOVA'
NOVA DWARF AGAVE

MUHLENBERGIA CAPILLARIS
PINK MUHLY

DIANELLA REVOLUTA 'LITTLE REV'
LITTLE REV FLAX LILY

PHORMIUM 'YELLOW WAVE'
YELLOW WAVE NEW ZEALAND FLAX

CHONDROPETALUM TECTORUM 'DWARF'
DWARF CAPE RUSH

OLEA EUROPAEA 'LITTLE OLLIE'
LITTLE OLLIE OLIVE TREE

ASPARAGUS DENSIFLORUS 'MYERS'
FOXTAIL FERN

AGAVE OVATIFOLIA 'FROSTY BLUE'
WHALES TONGUE AGAVE

CRASSULA ARBORESCENS UNDULATIFOLIA
RIPPLE JADE

WESTRINGIA FRUTICOSA 'MUNDI'
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SLENDER VELDT GRASS

LOMANDRA LONGIFOLIA 'BREEZE'
BREEZE MAT RUSH

SANSERVIERIA TRIFASCIATA 'BLACK GOLD'
BLACK GOLD SNAKE PLANT

SENECIO MANDRALISCAE
BLUE CHALK STICKS

NOTES

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- ALL SCOPE LINES ON DRAWING ARE APPROXIMATE. ACTUAL FINISHED CONCRETE SCORES LINES MAY DIFFER SLIGHTLY IN LOCATION FROM DRAWING.
- ALL LAYOUTS AND LOCATIONS OF RAISED STRUCTURES MAY BE SUBJECT TO HOME ASSOCIATION AND COUNTY/CITY APPROVALS. POTENTIAL CHANGES COULD OCCUR IF MANDATED BY EITHER.
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HORIZON APARTMENT CONVERSION

7039 ORANGETHORPE AVE
BUENA PARK, CA, 90621

SHEET DESCRIPTION

PLANT IMAGES

SHEET INFO

SCALE: 1" = 20'-0"
DATE: 10/06/25

SHEET NUMBER

L - 2

CU-25-10

RECEIVED
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PLANNING DIV

Affordable Housing Plan

HORIZON STUDIOS

Affordable Housing Plan for Horizon Studios

Prepared For: Passive Partners Capital Group

Location: 7039 Orangethorpe Avenue, Buena Park, California

Project Type: Mixed-Use Motel Conversion Development

Total Units: 104

[revised – November 06, 2025]

Prepared by: Sustainable

SUSTAINABLE

I. Introduction

The Horizon Studios project represents a transformative effort to address the affordable housing crisis in Buena Park, Orange County, and the State of California. This mixed-use development proposes the conversion of an underutilized motel into a vibrant, inclusive, and supportive residential community. It will deliver 104 quality residential rental units, including a designated percentage for Very Low-, Low-, and Extremely Low-Income households.

This Affordable Housing Plan (AHP) has been designed to comply with and exceed the requirements of the City of Buena Park's Affordable Housing Ordinance (Buena Park Municipal Code Chapter 8.60), Orange County Housing Authority (OCHA) Affordable Housing Guidelines, and applicable California state housing laws, including the State Density Bonus Law (Government Code §65915), Senate Bill 330, and other enabling legislation.

This plan aims to assist the Buena Park Planning Commission, City staff, and partner agencies in assessing and approving the project's affordable housing components. It demonstrates compliance with mandatory provisions and highlights Horizon Studios' proactive commitment to advancing affordability, accessibility, sustainability, and community impact.

Of the 104 proposed studio units, 62 (60%) will be restricted as affordable under a 55-year recorded covenant. The affordability breakdown will be: 25 units at 30% AMI; 20 units at 50% AMI; and 17 units at 80% AMI. All 104 units will be eligible to accept tenant-based rental assistance vouchers, including VASH, HCV and Section 8. The affordability set-aside will prioritize veterans through targeted outreach and coordinated supportive services. The 62-unit (60%) commitment is the Developer's binding CUP commitment for entitlement review; any additional affordability will be pursued if subsidy awards are received.

II. Project Overview

- Project Name: Horizon Studios
- Developer: Passive Partners Capital Group
- Location: 7039 Orangethorpe Avenue, Buena Park, CA 90621
- APN:

- Total Site Area: 1.73 net acres
- Total Units: 104 (including Density Bonus units)
- Unit Mix: Studio multifamily rental units
- Affordability Commitment: 62 units (60% of total) reserved for Extremely Low, Very Low, and Low-Income households (55-year covenant)
- Voucher Eligibility: All 104 units can accept tenant-based rental assistance (including VASH and Section 8) however 40% of the property is geared towards General Population/ Coventional
- Zoning: Housing Incentive Overlay Zone, Commercial General (CG)

III. Local Ordinances and Zoning Compliance

A. Buena Park Municipal Code – Chapter 8.60 (Affordable Housing Ordinance)

Per §8.60.040 of the Buena Park Municipal Code:

- All new residential developments of five (5) or more units must provide at least 10% of units as affordable to Very Low-Income households (≤50% AMI).
- Affordable units must be constructed concurrently with market-rate units.
- Developers may seek relief or alternatives via in-lieu fees, land dedication, or off-site development only upon proving infeasibility.

This project meets these conditions by committing to:

- On-site construction of 60-104 affordable units
- Recording of a 55-year regulatory agreement
- Full integration of affordable units with market-rate counterparts

B. Buena Park 2021–2029 Housing Element

The project supports the Housing Element's goals:

- Rehabilitating aging or underutilized motels into affordable rental housing (Program HE-1.2.4)
- Encouraging affordable units through the Housing Incentive Overlay Zone (Policy HE-3.1)
- Addressing the City's RHNA requirement for Low and Very Low-Income housing

C. Zoning and Housing Incentive Overlay Zone

Zoning under the CG (Commercial General) designation with Housing Incentive Overlay permits:

- Residential conversion of non-residential properties, including motels
- Height and density modifications (up to 30 du/ac)
- Reduced parking standards (0.5–1 space/unit)

- The proposed density (60 units/acre) with incentives complies with overlay allowances when paired with affordable housing set-asides.

IV. State Housing Laws Compliance

A. California Density Bonus Law – Gov. Code §65915 (SB 1818)

The Horizon Studios project is structured to fully leverage California's Density Bonus Law, which provides a powerful incentive for developers to include affordable housing in new developments. By committing 60% of its total units to Low and Very Low-Income households, the project qualifies for a density bonus of up to 20% and multiple development incentives and concessions.

This strategic use of the Density Bonus Law enables:

- Construction of 104 total units (including bonus units), exceeding base zoning capacity while maintaining alignment with the Housing Element goals of infill development.
- Reduced on-site parking requirements, which lowers costs and allows for better use of land for residential amenities.
- Relief from certain zoning restrictions (e.g., setbacks, open space requirements), allowing the design to maximize utility and affordability without compromising neighborhood character.

The law directly supports Horizon Studios' vision by enabling financially viable mixed-income housing that meets both city and RHNA goals. Additionally, this aligns with the California Department of Housing and Community Development's (HCD) push for sustainable, higher-density, transit-oriented housing options.

B. SB 330 – Housing Crisis Act of 2019

The Housing Crisis Act of 2019 (SB 330) strengthens the project's entitlement pathway by streamlining approvals and preserving the city's zoning allowances in place at the time of application. Under SB 330:

- Horizon Studios benefits from expedited review processes.
- Objective design and zoning standards protect the project from changes that could impact feasibility or delay development.
- Since no tenants are being displaced, the project is exempt from the requirement to replace protected units, further simplifying compliance.

The protections and timelines afforded by SB 330 enhance predictability for the Developer and reduce pre-development risk, encouraging early-stage financing commitments.

C. Senate Bill 9 (SB 9)

While SB 9 primarily targets single-family residential lots, it exemplifies the state's aggressive policy posture toward densification and affordable infill housing. Horizon Studios embodies this vision by converting underutilized commercial lodging into long-term, multifamily affordable units—an act that directly supports the goals articulated under SB 9's broader legislative intent.

V. Affordable Housing Obligations and Unit Summary

A. Standard Compliance Scenario

Affordability Level	% of Total Units	Number of Units	Term of Affordability
Extremely Low – Income (30% AMI)	30%	30	55 years
Very Low-Income (50% AMI)	30%	30	55 years
Low-Income (80% AMI)	40%	44	55 years
Total	100%	104	

B. Buydown Subsidy Scenario (revision made on 11/06/2025 for clarity)

The language previously describing an OCHA or buydown award is illustrative of potential supplemental funding only and does not alter the Developer's enforceable CUP commitment of 62 restricted units (60% of the project) under a 55-year covenant. If OCHA or similar grant funds are awarded, those funds will be used to deepen tenant affordability (lower restricted rents), expand on-site supportive services, or reduce developer gap financing as permitted by the funder; such awards are additive and will not reduce the recorded unit set-aside. All 104 units will remain voucher-eligible, and veteran households will be prioritized for the deed-restricted units through affirmative marketing and coordinated services.

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VI. Density Bonus Incentives and Development Flexibility

In compliance with Government Code §65915, Horizon Studios requests the following density bonus incentives:

1. Density Increase: The base zoning allows for approximately 30 dwelling units per acre. With the use of the density bonus, the project is able to achieve 104 total units on a 1.73-acre parcel (approx. 60 DU/acre), nearly doubling the base capacity through the inclusion of affordable units.

2. Parking Reduction: For units designated affordable, the project qualifies for reduced parking standards (0.5 spaces per bedroom), significantly easing site constraints and allowing for the preservation of open space and community amenities.

3. Setback and Height Modifications: The project seeks modest deviations in rear and side setbacks and building height to improve constructability and optimize building envelope usage, particularly for corner units and community space.

Each of these incentives supports financial feasibility while maintaining aesthetic integration with the neighborhood and ensuring that affordable units are equitably distributed across the development. In addition, these requests align with Buena Park's Housing Incentive Overlay and are subject to Planning Division review.

VII. Financing and Affordability Assurance

A. Funding Stack

- Local: Orange County Housing Finance Trust (Gap and Operating Subsidies), City of Buena Park Affordable Housing Program
- State: None
- Federal: None
- Private: Construction/permanent financing, philanthropic investment, Grants

Note: Affordability Structure and Funding Alignment-
The affordability mix shown in this plan reflects the Developer's current funding strategy. The 62-unit (60%) commitment is recorded as the project's CUP commitment; the Developer will pursue additional local/subsidy awards (e.g., OCHA buydown) to expand affordability if awarded

B. The developer will enter into Regulatory Agreements which will require:

1.) Affirmative marketing- to ensure that affordable units are made available to eligible households in a fair and transparent manner.

The Developer will:

- Advertise affordable units through public outreach, housing authority listings, and nonprofit partnerships to ensure equitable access.
- Comply with Fair Housing laws, ensuring that no discrimination occurs based on race, ethnicity, disability, veteran status, or other protected categories.
- Maintain records of outreach efforts, including advertisements, community engagement events, and applicant demographics.
- Prioritize applicants who meet income eligibility requirements and special housing needs, such as veterans, seniors, and individuals with disabilities

2.) Operating reserves- To ensure financial stability and long-term viability, the Developer will maintain operating reserves and asset management protocols as

part of the Regulatory Agreement. Operating reserves are funds set aside to cover unexpected expenses, maintenance costs, and financial fluctuations.

The Developer will:

- Maintain a reserve fund to cover property maintenance, emergency repairs, and tenant support services.

- Ensure reserves meet OCHA and Buena Park's financial requirements, ensuring sustainability of affordable housing operations.
- Submit annual financial reports detailing reserve balances, expenditures, and future projections.

*3.) Asset management- t*o ensure that affordable housing units remain in good condition and continue to serve low-income households effectively.

The Developer will:

- Conduct regular property inspections to ensure compliance with habitability standards.
- Implement long-term maintenance plans, ensuring that affordable units remain safe, functional, and well-maintained.
- Provide financial oversight, ensuring that funding sources, subsidies, and operational costs are managed efficiently.
- Submit asset management reports to Buena Park and OCHA, detailing property conditions, occupancy rates, and financial sustainability

VIII. Supportive Services and Resident Stability

Recognizing that affordability extends beyond rent levels, Horizon Studios will incorporate a comprehensive supportive services program tailored to promote long-term resident stability and well-being. These services will be delivered through a combination of on-site staff, nonprofit partnerships, and remote access technologies.

Supportive services include:

- Resident Navigation & Intake Support: Assistance during lease-up with documentation, referrals, and welcome orientations.
- Case Management & Counseling: Dedicated professionals providing support for mental health, behavioral wellness, and conflict mediation.
- Employment & Financial Empowerment: Job placement support, resume coaching, financial literacy workshops, and access to local workforce development programs.
- Health & Wellness Resources: On-site or mobile clinic partnerships offering basic health screenings, wellness classes, and referrals.
- Veteran-Focused Services: If awarded Veterans Affairs Supportive Housing (VASH) vouchers, services will be expanded to include benefits navigation and peer mentoring for formerly homeless or at-risk veterans.

All services are voluntary and designed to promote housing retention, upward mobility, and community integration. An annual resident satisfaction and needs survey will guide the program's continuous improvement.

In addition to providing supportive services for individuals who qualify, Horizon Studios will also incorporate resident services for those who may not meet the criteria for traditional supportive programs but still require assistance.

This comprehensive service model ensures that all residents—regardless of their Area Median Income (AMI) level—have access to resources that promote housing stability, financial security, and overall well-being.

Our consultants at Sustainable have proposed this inclusive housing approach to create a fully supported living environment that addresses the diverse needs of residents. By integrating resident services alongside supportive services, we aim to:

- Bridge the gap for individuals who may not qualify for specialized programs but still need assistance.
- Enhance community engagement by providing access to educational workshops, financial counseling, employment assistance, and wellness programs.
- Ensure long-term housing stability by offering preventative support to residents who may be at risk of housing insecurity.

This holistic housing model designed by our consultants at Sustainable aligns with best practices in affordable and supportive housing**,** ensuring that all individuals, regardless of income level, receive the necessary support to thrive**.**

IX. Development Timeline and Concurrency

To ensure seamless development and compliance with Buena Park Municipal Code Chapter 8.60, all affordable units within Horizon Studios will be constructed, permitted, marketed, and leased in alignment with the market-rate units. This concurrency model is designed to:

- Prevent delays in occupancy certification
- Ensure equitable access to housing opportunities
- Streamline the development and lease-up process

Concurrency Measures

1. Construction Alignment
    - Affordable units will be built concurrently with market-rate units, ensuring that all residents—regardless of income level—have access to high-quality, well-integrated housing. We expect this phase to be approximately 220 days from start to occupancy.
    - This approach can eliminate the risk of segregated development timelines, ensuring that affordable housing is not delayed or deprioritized.
2. Permitting & Approval Process
    - Affordable units will be included in the same permitting schedule as market-rate units, ensuring that building permits, inspections, and approvals are processed simultaneously.
    - This strategy reduces administrative delays and ensures that affordable housing units are ready for occupancy at the same time as market-rate units.

Marketing & Lease-Up Strategy

- Affordable units will be marketed and leased on a timeline parallel to the remainder of the property, ensuring that all units—affordable and market-rate—are available for occupancy at the same time.
- This approach avoids gaps in lease-up, ensuring that affordable housing units are not left vacant due to delayed marketing efforts

Compliance & Project Timeline

This concurrency model supports compliance with Buena Park Municipal Code Chapter 8.60 and ensures that affordable housing obligations are met without unnecessary delays.

Attached in our exhibits is the detailed project timeline, outlining the rehabilitation and conversion process from initial construction through lease-up projections. This timeline provides a clear roadmap for the completion of the project, ensuring efficient execution and full compliance with local and state regulations.

X. Regulatory Compliance and Enforcement

The Developer will enter into a 55-year affordability covenant with the City of Buena Park and the Orange County Housing Authority (OCHA) to ensure long-term affordability of designated units. This covenant is a legally binding agreement that guarantees the continued affordability of the units for low-income, very low-income, and extremely low-income households.

The Developer will execute and record a 55-year affordability covenant with Buena Park and OCHA, ensuring compliance with local and state affordable housing regulations. This covenant will be attached to the property deed, making affordability restrictions enforceable for the entire duration.

The Developer will submit annual compliance certifications to Buena Park and OCHA, verifying that all affordable units remain occupied by eligible households at the designated income levels. These certifications will include tenant income verification, rent schedules, and occupancy reports.

Inspections & Income Documentation Audits

The Developer will allow periodic inspections by Buena Park and OCHA to ensure that affordable units meet habitability standards and remain occupied by qualified tenants. Income documentation audits will be conducted to verify that tenants meet the Area Median Income (AMI) requirements for their designated affordability level. The Developer will submit updated maps and affordability breakdowns if modifications are requested.

The developer notes that The 55-year affordability requirement is a standard provision in California affordable housing agreements, ensuring long-term affordability for low-income households. This requirement is enforced through:

- Buena Park Municipal Code Chapter 8.60 (Affordable Housing Ordinance)
- California Density Bonus Law (SB 1818)
- Orange County Housing Authority (OCHA) Affordable Housing Guidelines

XI. Administrative Authority and Amendments

City staff and the Planning Division may need to approve:

- Minor revisions to unit mix (bedroom type, square footage)
- Adjustments due to funding source requirements
- Modifications to affordability distribution within prescribed limits

All substantial modifications shall be returned to Planning Commission for review and approval.

XIII. Exhibits (Attached Separately)

1. Exhibit 1: Site Map and Affordable Unit Location Chart
2. Exhibit 2: Unit Mix Breakdown
3. Exhibit 3: Project Construction Timeline
4. Exhibit 4: “True Concurrency” Permit Schedule

XIII. Developer Acknowledgement

I hereby attest that this Affordable Housing Plan has been prepared in accordance with the Buena Park Municipal Code Chapter 8.60, State of California Density Bonus Law, and Orange County Housing Authority standards. All information is accurate and complete to the best of my knowledge and presented for formal entitlement review and approval.

Authorized Signature

Verified by pdfFiller
11/12/2025

Passive Partners Capital Group
Authorized Representative: _____
Title: CEO- Hector Garcia
Address: 36068 Hidden Springs Rd STE C118, Wildomar, CA 92595
Contact: Hector@passive-partners.com / Cell 951 216 9730
Date: 11/12/25

City of BUENA PARK

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

VICINITY MAP

PLANNING COMMISSION SPECIAL MEETING

Tuesday, November 18, 2025 – 6:30 p.m.
CONDITIONAL USE PERMIT NO. CU-25-10
7039 Orangethorpe Avenue
APN: 276-381-09

Craig T Ersek
President

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November 11, 2025

Mr. Harold Luna
Planning Manager
City of Buena Park
6650 Beach Blvd
Buena Park, CA 90621

Sent Via Email
bpplancomments@buenapark.com

RE: Proposed Conditional Use Permit
7039 Orangethorpe Avenue (APN-276-381-09)

Dear Mr. Luna -

My company manages the Industrial/Business Park located directly to the west of the Motel located at 7039 Orangethorpe Avenue in the City of Buena Park, on behalf of Mikan Properties.

In fact, our two properties have a shared driveway as well as buildings that back up against each other. As such, I am writing this letter on behalf of both Mikan Properties and Cedar Realty Management to oppose the proposed conditional use permit to allow the 7039 Orangethorpe property to convert from short-term lodging to permanent housing.

We are strongly opposed to the conversion for the following reasons:

1. Incompatibility with Surrounding Land Uses

- The existing zoning allows the motel as a *transient lodging* use, not as permanent housing.
- Apartment conversions change the intensity, character, and duration of occupancy, introducing a **residential density** incompatible with surrounding commercial or light industrial uses.
- Permanent housing in a commercial corridor will lead to conflicts over noise, hours of operation, lighting, or business activities at our adjacent property.

- The conversion would present additional safety issues for young children that might wander off the property towards industrial/business properties.

2. Inadequate Parking and Circulation Issues

- 7039 Orangethorpe's access points and circulation were designed for transient traffic and not daily commuter use that comes with permanent housing.
- Additionally, the property conversion will certainly create significant parking deficiencies. The Motel was designed for transient guests who arrive in single vehicles (or no vehicles) and stay for brief periods. Apartment residents, on the other hand, often have multiple vehicles per household along with visitors and service providers who park on-site daily.
- There most definitely will be overflow parking issues created that will adversely impact neighboring commercial properties and streets including our property next door.
- The conversion could present increased Neighborhood conflicts over the limited on-street parking resources.

For the reasons outlined above — including incompatibility with surrounding uses, insufficient infrastructure, inadequate parking, and conflicts with the City's General Plan — I respectfully urge the Planning Commission to **deny the Conditional Use Permit** for this project.

We would appreciate it if this letter could be disseminated to the decision makers at the City of Buena Park, regarding these valid concerns on the proposed CUP.

Thank you for your time and consideration.

Sincerely,

Craig T. Ersek
Principal/President
Cedar Realty Management, Inc.