

Title Report

4400 MacArthur Blvd, Suite 800
Newport Beach, CA 92660

Title Officer: Melissa Walker Team
Email: TeamWalker@ticortitle.com
Phone No.: 714-289-3340
Fax No.: 949-809-0680
File No.: TT1003349

Property Address: 8405 Tweedy Lane, Downey, CA 90240

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PRELIMINARY REPORT



4400 MacArthur Blvd, Suite 800
Newport Beach, CA 92660

Prelim Number:

TT1003349

Issuing Policies of **Chicago Title Insurance Company**

Order No.: TT1003349

Escrow/Customer Phone: (626) 332-6100

The Escrow Solutions Inc.
946 North Grand Avenue
Covina, CA 91724
Attn: Amelia Interiano
Email: Teamai@theescrowsolution.com

Title Officer.: Melissa Walker Team
Phone No.: 714-289-3340
Fax No.: 949-809-0680
Email: TeamWalker@ticortitle.com

Ref No.:

Property: 8405 Tweedy Lane, Downey, CA 90240

In response to the application for a policy of title insurance referenced herein, **Ticor Title Company of California** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of a defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Countersigned By:

Authorized Officer or Agent
Mark Manwaring

Effective date: February 6, 2024 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A Fee as to Parcel(s) 1 Easement(s) more fully described below as to Parcel(s) 2

2. Title to said estate or interest at the date hereof is [vested in:](#)

Daniel Barboza, A Single Man

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT A
Legal Description

For APN/Parcel ID(s): [6367-035-035](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 35 OF [TRACT NO. 74254](#), CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 1404, PAGES 36 TO 38, INCLUSIVE, OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER OF CALIFORNIA.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TELEGRAPH HOMES ("DECLARATION") RECORDED IN THE OFFICE OF SAID COUNTY RECORDER OF CALIFORNIA ON JULY 13, 2018 AS [INSTRUMENT NO. 201800702123 OF OFFICIAL RECORDS](#), FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: [6367-035-035](#)
 Fiscal Year: 2023-2024
 1st Installment: \$4,419.26 paid.
 2nd Installment: \$4,419.25, Open (Delinquent after April 10)
 Penalty and Cost: \$451.92
 Homeowners Exemption: \$7,000.00
 Code Area: 03282

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: September 29, 1949
Recording No.: [2433, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

7. Matters contained in that certain document

Entitled: Agreement
 Executed by: Navajo Freight Lines, Inc.
 Recording Date: December 19, 1968
Recording No.: [2559, of Official Records](#)

Reference is hereby made to said document for full particulars.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Gas Company
 Purpose: Public utilities, ingress and egress
 Recording Date: August 17, 2017
Recording No.: [201700933415, of Official Records](#)
 Affects: said land more particularly described therein

9. An instrument entitled Master Covenant and Agreement Regarding On-Site BMP Maintenance

Executed by: Tony Abboud (Owner) and the City of Downey Department of Public Works
 Recording Date: November 1, 2017
[Recording No.:](#) [20171255405, of Official Records](#)

Reference is hereby made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

10. Matters contained in that certain document

Entitled: Resolution No. 18-7774 - A Resolution of the City of Downey Approving Tract [Map No. 74254](#) and Agreement with the Subdivider for Construction of Subdivision Public Improvements and Abandonment Portion of Future Alley
 Dated: July 19, 2017
 Executed by: City of Downey
 Recording Date: March 20, 2018
[Recording No.:](#) [20180268409, of Official Records](#)

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
 Purpose: Public utilities
 Recording Date: June 20, 2018
[Recording No.:](#) [20180614826, of Official Records](#)
 Affects: Said land more particularly described therein

12. Recitals as shown on that certain [map/plat](#)

[Tract No.](#) [74254](#)

Which among other things recites:

This Tract is approved as a Planned Unit Development Project for 40 Lots, whereby the Owners of the Lots 1 - 39 will hold an undivided interest in the Common Areas "Lot A" that will in turn, provide necessary access and utility easements for the Lots..

Reference is hereby made to said document for full particulars.

13. The fact that portion of said land is shown and delineated on the Map of [Tract No. 74254](#) as "Common Area for Landscaping, Public Utility, Private Driveway and Fire Lane".

Affects: Lot A

14. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: July 13, 2018
[Recording No.:](#) [201800702123, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage

or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

15. Matters contained in that certain document

Entitled: Notice of Non-Adversarial Procedures Under Civil Code Section 912(f)
 Executed by: Florence-McKinleyDCF Telegraph, L.P., A Delaware limited partnership
 Recording Date: July 13, 2018
[Recording No.:](#) [201800702124, of Official Records](#)

Reference is hereby made to said document for full particulars.

16. Matters contained in that certain document

Entitled: Telegraph Homes Private Street Easement Agreement
 Dated: June 26, 2018
 Executed by: Florence-McKinleyDCF Telegraph, L.P., A Delaware Limited Partnership and Telegraph Homes HOA
 Recording Date: July 13, 2018
[Recording No.:](#) [201800702125, of Official Records](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Declaration of Annexation for Telegraph Homes
 Recording Date: July 13, 2018
[Recording No.:](#) [20180702126, of Official Records](#)

Reference is hereby made to said document for full particulars.

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$407,753.00
 Dated: June 17, 2021
 Trustor/Grantor: Daniel Barboza, a single man
 Trustee: Title365 Company
 Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for Better Mortgage Corporation, ISAOA, A California Corporation, its successors and assigns
 Loan No.: 1092065151
 Recording Date: June 24, 2021
[Recording No.:](#) [20210995859, of Official Records](#)

18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

REQUIREMENTS

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

2. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence located in a Planned Unit Development, known as 8405 Tweedy Lane, City of Downey, California, to an Extended Coverage Loan Policy.
3. Note: Association Assessments are periodically due from holders of title to said Land to the Homeowner's Association and transfer fees may be due whenever there is a transfer of title of any of the units. In order to ascertain seller's/buyer's association assessments and transfer fee requirements prior to transfer of a unit, Escrow companies are requested to contact said Homeowner's Association.
4. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an ALTA Loan Policy, when issued.
5. NOTE: Please contact your Title Officer to obtain the current recording fees.
6. NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
8. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

To protect the private information contained in the attached form and photo ID, please return via a secured method.
9. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

10. Any matters arising with regard to assessments of documentary transfer tax related to the measures below.

NOTICE: Certain cities in Los Angeles County impose a documentary transfer tax that is in addition to the Los Angeles County documentary transfer tax of \$.55 per \$500 (\$1.10 per \$1,000) based upon the purchase price or value of the property transferred. Additional transfer tax is imposed by the following cities in Los Angeles County:

Culver City
Los Angeles
Pomona
Redondo Beach
Santa Monica

For details about these taxes, please contact your title officer or escrow officer. Please be advised that, in the City of Santa Monica, effective March 1, 2023, for transfers of property with a sale price or value of \$8,000,000 or more, there will be a new, additional transfer tax of \$5.60 per \$100 (\$56.00 per \$1,000). In the City of Los Angeles, effective April 1, 2023, for transfers of property with a sale price or value of \$5,000,000 up to \$10,000,000, there will be a new, additional transfer tax of 4% of the entire sale price or value; for transfers with a sale price or value of \$10,000,000 or more, there will be a new, additional transfer tax of 5.5% of the entire sale price or value.

END OF INFORMATIONAL NOTES

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at [Prospective California Employees](#).

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

Collection of categories of Personal Information:

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;
- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;

- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To provide reviews and testimonials about our services, with your consent;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

Disclosures of Personal Information for a business purpose:

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

Sale of Personal Information:

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

Retention Periods:

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

Personal Information of minors:

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

Sensitive Personal Information:

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

Right to Correct:

Consumers have the right to correct inaccurate Personal Information.

Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

Privacy Requests:

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit [California Privacy Request](#), call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent's written permission to make the request and verify his or her identity with FNF.

FNF website services for mortgage loans:

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

California Privacy Notice - Effective Date:

This California Privacy Notice was last updated on December 1, 2023.

Contact for more information:

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit [California Privacy](#), call Toll Free 888-413-1748, or contact us by mail at the below address.

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

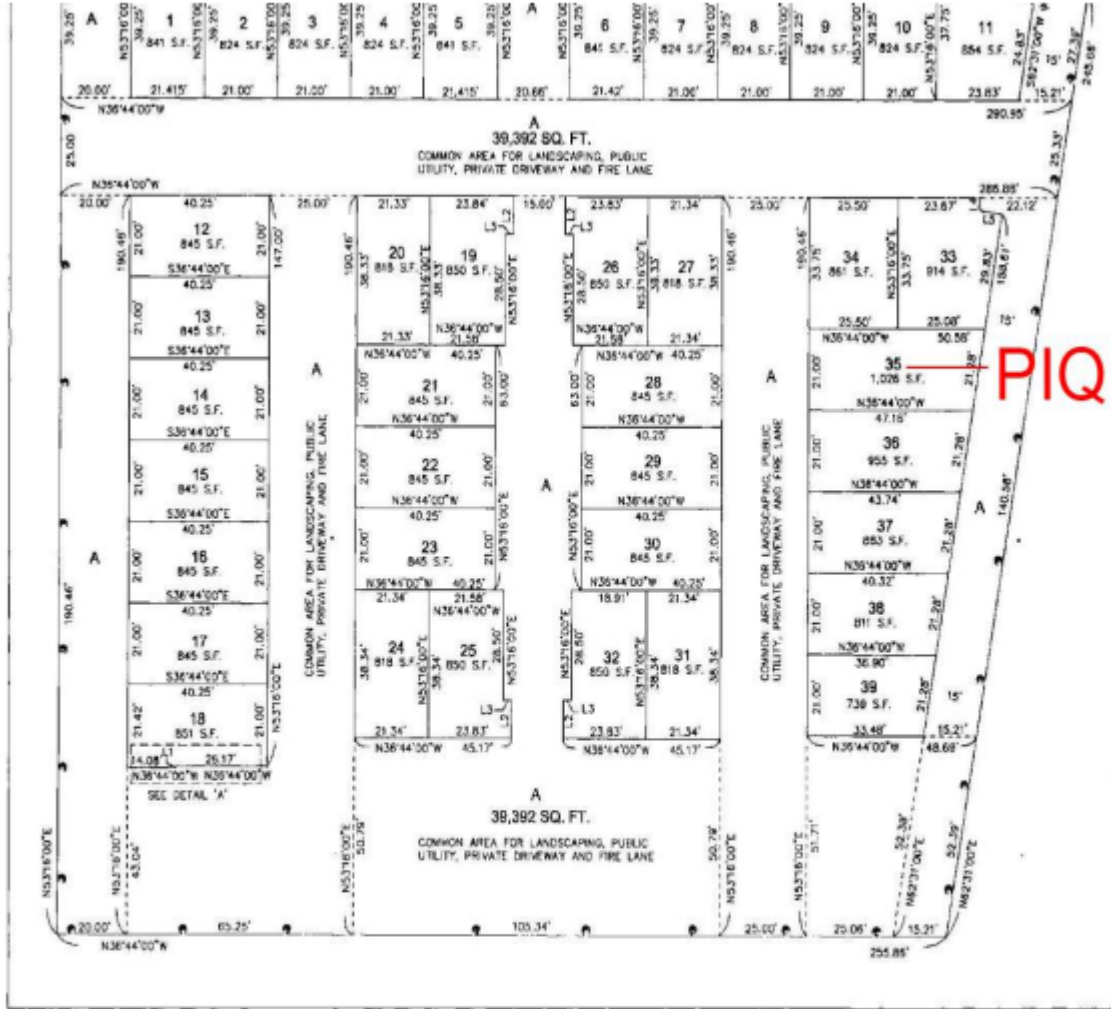
1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon

Escrow No.: TT1003349

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)
 Home Phone _____ Business Phone _____ Birthplace _____
 Cell Phone _____ Fax _____ Email _____
 Social Security No. _____ Driver's License No. _____
 List any other name you have used or been known by _____
 State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? Yes No Are you currently a registered domestic partner? Yes No

If yes, complete the following information:

Date and place of marriage _____
 Spouse/Domestic Partner _____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)
 Home Phone _____ Business Phone _____ Birthplace _____
 Cell Phone _____ Fax _____ Email _____
 Social Security No. _____ Driver's License No. _____
 List any other name you have used or been known by _____
 State of residence _____ I have lived continuously in the U.S.A. since _____

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____
 Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____
 (if more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

Number & Street City From (date) to (date)

 Number & Street City From (date) to (date)

 (if more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business Name Address From (date) to (date)

 Firm or Business Name Address From (date) to (date)

 (if more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business Name Address From (date) to (date)

 Firm or Business Name Address From (date) to (date)

 (if more space is required, use reverse side of form)

STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION
(continued)

PRIOR MARRIAGE(S) and PRIOR DOMESTIC PARTNERSHIP(S)

Any prior marriages or domestic partnerships for either person? _____ If yes, complete the following:
Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____
Marriage ended by: Death Divorce/Dissolution Nullification Date of Death/Divorce: _____
Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse
Marriage ended by: Death Divorce/Dissolution Nullification Date of Death/Divorce: _____
(if more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes No

Owner to complete the following items

Street Address of Property in this transaction: _____
The land is unimproved; or improved with a structure of the following type: A Single or 1-4 Family Condo Unit Other _____
Improvements, remodeling or repairs to this property have been made within the past six (6) months: Yes No
If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes No
Any current loans on property? _____ If yes, complete the following:
Lender _____ Loan Amount _____ Loan Account No. _____
Lender _____ Loan Amount _____ Loan Account No. _____

.....
The undersigned declare, under penalty of perjury, that the foregoing is true and correct.
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____ Signature	_____ Date
_____ Print Name	
_____ Signature	_____ Date
_____ Print Name	

(Note: If applicable, both spouses/domestic partners must sign.)
THANK YOU.

This page is part of your document - DO NOT DISCARD

20190049820



Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/17/19 AT 08:00AM

FEES:	28.00
TAXES:	738.10
OTHER:	0.00
<hr/> PAID:	766.10



LEADSHEET



201901170110037

00016178027



009579705

SEQ:
15

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

RECORDING REQUESTED BY:
Fidelity National Title Company

Escrow No.: 00577152-023-1DH
Title No.: 30016122

WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

Daniel Barboza
8405 Tweedy Lane
Downey CA 90240



3

APN: 6367-003-020

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ 738.10 CITY TAX \$ 0.00

- computed on full value of interest or property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area City of Downey, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Florence -McKinleyDCF Telegraph L.P.

hereby GRANT(s) to

Daniel Barboza, A Single Man

the following real property in the County of **Los Angeles**, State of California:

Legal Description attached hereto and made a part hereof.

Document Date: January 11, 2019

See
EXHIBIT "A"

GRANTOR
Florence-McKinleyDCF Telegraph L.P.

TONY ABOUD

156

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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 Los Angeles) SS.

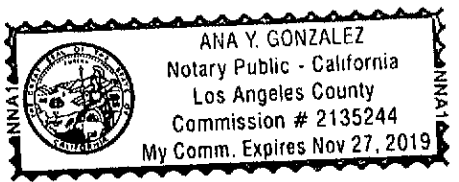
On January 14, 2019 before me, Ana Y. Gonzalez, notary public
a Notary Public, personally appeared Tony Abboud

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 Ana Y. Gonzalez (Seal)



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EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED DOWNEY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED DOWNEY IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 35 OF TRACT NO. 74254, ACCORDING TO MAP FILED IN BOOK 1404, PAGES 36 TO 38, INCLUSIVE, OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER OF CALIFORNIA.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR TELEGRAPH HOMES ("DECLARATION") RECORDED IN THE OFFICE OF SAID COUNTY RECORDER OF CALIFORNIA ON JULY 13, 2018 AS INSTRUMENT NO. 201800702123 OF OFFICIAL RECORDS, FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

Printed Name(s)

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 signatures(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 _____

This page is part of your document - DO NOT DISCARD



20180702123



Pages:
0079

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/13/18 AT 08:00AM

FEEs:	271.00
TAXES:	0.00
OTHER:	0.00
SB2:	150.00
PAID:	421.00



LEADSHEET



201807130140033

00015480605



009212571

SEQ:
10

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T72

E400070

07/13/2018



20180702123

2

RECORDING REQUESTED BY:

FNTG

AND WHEN RECORDED MAIL TO:

FLORENCE-McKINLEY OF TELLEGRAPH

L.P.

8141 2ND ST STE 520

DOWNER CA 90240

SPACE ABOVE FOR RECORDER'S USE ONLY

78

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & RESERVATION
Title of Document

**THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)**

RECORDING REQUESTED BY:

3

Recording Requested by:

FNTG Builder Services

AND WHEN RECORDED MAIL TO:

Florence-Mckinleydcf Telegraph, L. P.
8141 2nd Street, Suite 520
Downey CA 90240

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
TELEGRAPH HOMES - TRACT NO. 74254
(A Planned Residential Development)**

**THIS DECLARATION CONTAINS A CONSTRUCTION DEFECT CLAIMS AND RESOLUTION
PROVISION WITH A WAIVER OF THE CONSTITUTIONAL RIGHT TO A JURY TRIAL.
YOU SHOULD READ THE PROVISION CAREFULLY (ARTICLE XV, PAGE XV-4
SECTION 15.10) AND SHOULD CONSULT LEGAL COUNSEL WITH ANY QUESTIONS.**

[PD Multi: 12/15/14]
[This Set: 05/15/18]

Prepared by:
Tim Murakami
Murakami Law Office
371 Van Ness Way, Suite 130
Torrance, CA 90501
Tel: (310) 709-2330

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EXECUTION PAGE

SUBORDINATION BY LIENHOLDER

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EXHIBIT C - ADDITIONAL PROPERTY

EXHIBIT D - HOA MAINTENANCE AREAS

EXHIBIT E - MAINTENANCE RESPONSIBILITIES FOR COMMON STRUCTURES

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
TELEGRAPH HOMES**

This Declaration is made by FLORENCE-MCKINLEYDCF TELEGRAPH, L. P., a Delaware limited partnership ("Declarant").

RECITALS

- A. Declarant is the owner in fee of that certain real property ("Property") in the City of Downey, County of Los Angeles, State of California, legally described in attached Exhibit "A".
- B. Declarant has developed the Property into a residential planned development ("Development") under the provisions of California Civil Code Section 4175, et seq.
- C. Declarant also owns in fee certain additional real property ("Additional Property") which is adjacent to the Property and located in said City and County of the State of California, legally described in attached Exhibit "C".
- D. Declarant intends (without being obligated to do so) to later develop the Additional Property and to annex and bring the Additional Property within the coverage of this Declaration and within the jurisdiction of the same Association that has been established to administer, operate and maintain the Common Areas of the Property.
- E. If the Additional Property is annexed by utilizing the annexation procedures provided for herein, the term "Property" shall mean the Property and the Additional Property so annexed.
- F. Declarant desires to impose a general plan for the development, maintenance, improvement, protection use, occupancy and enjoyment of the Project, and to establish, adopt and impose covenants, conditions, restrictions, easements, equitable servitudes, liens and charges upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.
- G. Subject to the specific terms, covenants, conditions, restrictions and easements set forth herein, Declarant intends to cause to be created certain reciprocal exclusive and/or nonexclusive easements, rights, and/or licenses for particular purposes.

- 10
- H. Declarant intends by this document to impose upon the Property, and any portions of the Additional Property that will be annexed in the future and brought within the coverage of this Declaration and the jurisdiction of the Association, mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots and the Owners thereof.

 - I. This Declaration, and all Governing Documents for this Property, shall be deemed in full force and effect upon recordation of the first Grant Deed conveying fee title of a Lot to an Owner in the Property.

NOW, THEREFORE, Declarant hereby declares that upon the First Close of Escrow, the Property, and any portions of the Additional Property that will in the future be annexed and brought within the coverage of this Declaration and the jurisdiction of the Association, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following Declarations, limitations, covenants, conditions, restrictions, liens, charges and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the improvement of the Property. All of the limitations, covenants, conditions, restrictions, and easements shall constitute equitable servitudes in accordance with Civil Code Section 5975 and shall be binding upon Declarant and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

ARTICLE I

DEFINITIONS

*Article I provides definitions of the terms commonly used in this Declaration.
Defined terms are capitalized throughout the Declaration.*

The following definitions apply unless otherwise required by the context:

"Additional Property" - The real property described in Exhibit "C", all or any part of which may be annexed as part of this Development, and made subject to this Declaration.

"Architectural Committee" - The committee created pursuant to the Article herein entitled "*Architectural Control*".

"Architectural Guidelines" - The rules and standards adopted by the Board pursuant to the Section hereof entitled "*Architectural Guidelines*" in the Article hereof entitled "*Architectural Control*".

"Articles" - The Articles of Incorporation of the Association, including any amendments.

"Assessments" - A charge against the Owners and their Lots representing their share of the actual and estimated expenses of the Association in performing its duties as set forth in the Governing Documents. The annual Assessment is a regular assessment as described in California Civil Code Section 5600.

"Association" - TELEGRAPH HOMES HOA, a California nonprofit mutual benefit corporation formed (or to be formed) to govern the Project. Members of which shall be the Owners of the Lots in the Project. The term includes its agents, the Board or any committee as applicable.

"Board" or **"Board of Directors"** - The governing body of the Association.

"BRE" - The California Bureau of Real Estate.

"Bylaws" - The bylaws of the Association, including any amendments.

"Code Section" - Codes of the state of California (e.g. "Civil Code", "Vehicle Code"). Reference to any specific Code Section includes any future successor Code Sections.

"Common Area" and **"Common Facilities"** - All real property owned and maintained by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described in Exhibit "B".

"Compliance Assessment" - An Assessment imposed against a particular Owner in order to reimburse the Association for any costs incurred in connection with that Owner's violation of the Governing Documents, or a monetary penalty imposed by the Association as a disciplinary measure for failure to comply with the Governing Documents or other breach of any legal duty. Compliance Assessments fall under the category of Special Assessments.

"Construction Defect" - Any deficiency with respect to water, structural, soil, fire protection, plumbing and sewer, electrical or other areas of construction, as defined in Sections 896 and 897 of the California Civil Code.

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"Declarant" - The persons or entity identified in the introductory paragraph of this Declaration; also, Declarant's successors to and assignees of special rights, preferences, or privileges designated herein, including any Mortgagees acquiring Declarant's interest in the Project by foreclosure or deed in lieu of Foreclosure. Successor means a natural individual or any legal entity who acquires Declarant of substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, by operation of law or otherwise. Declarant has the right to determine in its sole discretion, that manner in which it transfers its obligations and rights reserved to it under this Declaration.

"Declarant Parties" - Declarant, developer, builder, general contractor, subcontractor and/or design professional who have participated in the development of the Project, or any insurer of any such party; a Declarant Party may be a Claimant or Respondent, as the case may be.

"Declaration" - This document and any amendments hereto.

"Deed of Trust" - A three party security instrument conveying title to land as security for the repayment of a loan. Reference to Deed of Trust includes a mortgage.

"Development" and/or **"Property"** - The real property described in Exhibit "A" and any Additional Property which is annexed pursuant to this Declaration.

"Dispute" - Any unresolved claim, dispute or disagreement concerning the Property or the Governing Documents for the Project, arising among Owners, Association, and/or Declarant Parties.

"Eligible First Mortgage" - Any "First Mortgage" the holder of which has requested notice of certain matters from the Association in accordance with Section 8.11(b) of this Declaration.

"Eligible First Mortgagees" - Holders of First Mortgages who have requested the Association to notify them of specified proposals and changes to the Governing Documents and other Association matters.

"Family" - (a) one or more natural individuals related to each other by blood, marriage or adoption, domestic partnership or (b) a group of natural individuals not all so related, but who live as a common household in a Residence, such as roommates.

"FHA" - The Federal Housing Administration of the United States Department of Housing and Urban Development and any department or agency of the United States government which succeeds to the FHA's function of insuring notes secured by Mortgages on residential real estate.

"FHLMC" - The Federal Home Loan Mortgage Corporation and any successors to such corporation.

"Final Subdivision Public Report" - The public report issued by the BRE authorizing the offering and sale of a Lot to the public.

"First Close of Escrow" - The date on which the first Grant Deed is recorded conveying fee title to a Lot to the first Owner pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the Bureau of Real Estate.

"First Mortgage" or **"First Mortgagee"** - A Mortgage or Mortgagee that has priority over all other Mortgages or Mortgagees encumbering the same Lot or any other portion of the Project. Without limiting the foregoing, a blanket Mortgage recorded prior to the recording of this Declaration is a First Mortgage and the Mortgagee thereof is a First Mortgagee.

"FNMA" - The Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation.

"Foreclosure" - The legal process by which the mortgaged property of a borrower in default under a Mortgage is sold, and the borrower's interest in that property is sold, pursuant to California Civil Code Section 2924 et seq., or sale by the court pursuant to California Code of Civil Procedure Section 725a et seq., and any other applicable law.

"Governing Documents" - All documents governing the Property, including this Declaration, the Articles, Bylaws, Tract Map, any maintenance manuals, and any Rules and Regulations, as may be amended from time to time.

"Grant Deed" - A written instrument transferring title to real property.

"Improvements" - .All structures and appurtenances thereto of every kind, including, but not limited to, awnings, shades, screens, screen doors, side yard and rear yard fencing, patios, solar panels and related facilities, antennas and related facilities, and exterior lighting. Improvements shall also mean and refer to all additions and/or modifications to the exterior of any Residence, including, but not limited to, i) painting the exterior of any Residence or other structure, and/or ii) changing the roofing material on any Residence. The Architectural Committee may designate additional items that are Improvements.

"Lot" - Any of the Lots in the Property as shown on the Tract Map designed and intended for construction of a Residence. "Lot" does not include Common Area Lots.

"Manager" or "Managing Agent" - The party contractually engaged by the Association to manage the Project and perform other duties of the Association.

"Member" - Any person who is an Owner based upon the provisions of the Governing Documents.

"Mortgage" - A two party security instrument pledging land as security for the performance of an obligation. Reference to Mortgage includes the Deed of Trust.

"Mortgagee" - The party entitled to performance by a Mortgagor. Reference to Mortgagee includes any beneficiary under a Deed of Trust including a Deed of Trust on any portion of the Property, recorded prior to the recording of this Declaration.

"Notice and Hearing" - A notice of time and an opportunity for a hearing as provided for in the Governing Documents.

"Occupant" - An Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person residing in a Lot, including, without limitation, any family members or children of any of the foregoing.

"Owner" or "Owners" - The person(s) or legal entity holding a recorded fee simple interest in a Lot (including the Declarant), or the purchaser(s) of a Lot under an installment land sales contract. "Owner" does not include any person or entity having an interest in a Lot merely as security for the performance of an obligation.

"Person" - A person, partnership, limited liability company, limited partnership, corporation, Trustee or other legal entity.

"Phase" - That portion of the Property identified as a "Phase" in a BRE Final Subdivision Public Report.

"Project" or **"Property"** - The real property described in Exhibit "A" of this Declaration and any Additional Property which is annexed pursuant to this Declaration. The Project is a "Planned Residential Development" as defined in Section 4175 of the California Civil Code. The Property is a "Common Interest Development" as defined in Section 4100 of the California Civil Code.

"Quorum" - Members entitled to vote (in person or by proxy) holding one third (1/3) of the Total Voting Power of the Association constitute specifically, a quorum for business transactions at all Member meetings (except as otherwise specifically provided in this Declaration or the Bylaws of the Association).

"Regular Assessments" - Assessments used to meet the Association's normal operating expenses and to establish necessary reserves.

"Residence" - Dwelling, garage and related Improvements constructed on a Lot for use and occupancy as a single family residence.

"Rules and Regulations" - The rules as established and adopted from time to time by the Board as provided for in this Declaration.

"Special Assessments" - Assessments levied on an as-needed basis to meet expenses of any extraordinary or capital nature and may include but are not limited to Compliance Assessments.

"Total Voting Power" - One hundred percent (100%) of the votes by Owners which may potentially be cast. (Even if any Owner's voting rights have been suspended, the number of votes constituting the Total Voting Power would include any suspended vote(s).)

"VA" - The Department of Veterans Affairs of the United States and any department or agency of the federal government which succeeds to the VA's function of issuing guarantees of notes secured by Mortgages on residential real estate.

ARTICLE II

PROPERTY RIGHTS AND MAINTENANCE OF PROPERTY

Article II defines the Lots and assigns maintenance and insurance obligations to the Owners and the Association respectively.

2.01 **Restriction on Further Subdivision.**

Property Restrictions and Rezoning: No Lot shall be further subdivided or separated into smaller Lots by an Owner and no easement shall be conveyed or transferred by any Owner, without the prior written approval of the Board of Directors. No application for rezoning of any Lot, and no application for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with the provisions of this Declaration.

2.02 **Common Area and Purposes.**

- (a) Use of the Common Area must be consistent with all reasonable provisions and limitations described in the Governing Documents.
- (b) Common Area may only be used for purposes approved by the Association and compatible with usage customarily associated with common areas located within residential developments in California.

2.03 **Easements of Enjoyment.**

Each Lot Owner has a nonexclusive right and easement for use of the Common Area appurtenant to the Lot.

2.04 **Delegation of Use.**

Common Area and related facilities and improvements exist solely for use by the Lot Owners, their families, tenants, and guests. An Owner may delegate his/her rights of use and enjoyment of any Common Area facilities to the members of his/her immediate family, and guests and invitees. If an Owner has rented or leased his/her Lot, such rights shall be automatically delegated to the tenants or lessees for the duration of their tenancy, and the Owner shall forfeit any rights to use and enjoy any such facilities for the duration of such tenancy. With respect to an installment land sales contract, the Declarant under the contract shall be deemed to have delegated his/her rights to use and enjoy any such facilities to the purchaser under the contract.

2.05 **Owner's Maintenance and Repair Obligations.**

- (a) Subject to attached Exhibit D HOA Maintenance Areas, each Owner must maintain, repair, and replace all of the following, except as otherwise specifically stated herein:
 - (1) All of the Owner's Lot (see the Tract Map for a detailed description), including Improvements, in a neat, clean, sanitary and attractive condition, and is solely responsible for the cost of repairs and Improvements; and
 - (2) Any damage to any real or personal property in the Project caused by an Owner or an Owner's Occupants or invitees, even if the damage is to an area otherwise maintained by the Association or another Owner. All the repairs shall be subject to prior approval of the Board.
- (b) Each Owner shall comply with any water quality management plan ("WQMP") that was prepared for the Project, including, without limitation, any "best management practices" contained therein, and any other drainage area management plan prepared for the Project. A copy of the WQMP applicable to the Property shall be on file with the Association or its property manager.

2.06 **Association Maintenance**

- (a) Subject to attached Exhibit "D" – HOA Maintenance Areas, the Association is responsible for maintaining, repairing, modifying, replacing, and altering Common Areas and any other real property acquired by the Association, including all related facilities, improvements and landscaping. Association responsibility for maintenance and repair does not extend to damage caused by a willful or negligent act by an Owner, family member, guest, tenant, or invitee. The cost and responsibility for any and all such repair must be borne by the person causing the damage, or the relevant Lot Owner.
- (b) **Graffiti Removal.** The Association shall cause to be removed forthwith all graffiti that is placed upon the perimeter walls of the Project and/or on any other improvement within the Common Area of the Project. The Association, and its agents and contractors, shall have access upon and over all of the Lots in the Project in order to accomplish the same.
- (c) **WQMP.** The Association shall comply with any water quality management plan ("WQMP") that was prepared for the Project, including, without limitation, any "best management practices" contained therein, and any other drainage area management plan prepared for the Project. A copy of the WQMP applicable to the Property shall be on file with the Association or its property manager.

2.07 **Association Insurance.**

- (a) The Board shall obtain and maintain the following specified (or equivalent) insurance coverages, provided it is reasonably prudent to do so:
 - (1) A master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Common Areas, without deduction for depreciation or coinsurance.
 - (A) The form, content, and term of the policy and its endorsements and the issuing company shall satisfy the minimum requirements for this type of Project by FNMA and FHLMC.

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- (B) The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or its equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild.
 - (C) The policy shall name as insured the Association, the Owners and all Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.
 - (D) The Board may, after consultation with its insurance professional and if it deems it prudent to do so, purchase coverage with deduction for depreciation and/or coinsurance.
- (2) Comprehensive public liability insurance in a reasonably prudent amount that covers the Association, Board, Managing Agent, Owners, Occupants and any other agents or employees incident to the ownership or use of Common Area against physical injury, death and property damage arising out of a single occurrence. The Board should consider maintaining insurance in the amount specified by Civil Code Sections 5800 and 5805.
 - (3) If available, an extended coverage endorsement clause known as "Special Form", and a clause that permits a cash settlement to cover the full value of improvements in case of destruction and a subsequent decision not to rebuild.
 - (4) A fidelity bond that insures the Association for the estimated maximum amount (or at least three (3) months' aggregate Assessments on all Lots and reserve funds) that could be affected by the dishonest act of any Member of the Association or Board, managing agent, employee, or Occupant, who handles funds for the Owners' benefit. Fidelity bonds must provide for a ten (10) day written notice of modification or termination to any insurance trustee, and to each FNMA servicer who has filed a written request with the carrier for such notice.
 - (5) Workers' compensation insurance, in compliance with all applicable laws (if there are any employees or any workers hired to work in the Common Areas). If contractors are utilized, the Association should require evidence of Workers Compensation insurance and a certificate of insurance verifying Comprehensive General Liability insurance in a minimum amount of \$1,000,000.00, naming the Association as additional insured. The contractor's policy shall have a minimum 30 day notice of cancellation provision.
 - (6) Director and officer liability insurance ("D&O") in an amount that satisfies Civil Code Section 5800(a). In the absence of gross negligence, intentional misconduct, or fraud, the Association shall indemnify directors and officers from personal liability for claims made as a result of the performance of their duties.
 - (7) Any other insurance policy the Association deems appropriate.

- (b) Association insurance policies shall contain the following provisions, if available:
 - (1) Statements that the policies are primary and non-contributing;
 - (2) Statements that an Owner's conduct will not constitute grounds for avoiding liability;
 - (3) Inflation Guard Endorsement (if obtainable at a reasonable cost);
 - (4) Standard Mortgage clause, and name as Mortgagee FNMA or servicer (if applicable).
- (c) Each Owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the Owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement, or agreement.
- (d) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors, and the Owners and occupants of the Lots and Mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide.
- (e) All insurance policies must require a written thirty (30) day notice of modification or termination of coverage from the insurer to the Association, Declarant, Owners and their Mortgagees, and any interested party who requests such a notice.

2.08 **Owner Insurance.**

- (a) It is each Owner's responsibility to obtain fire insurance for the Owner's separate interest.
- (b) An Owner shall consider including in the policy coverage for earthquake insurance.

2.09 **Inspections by Declarant.**

For a period of ten (10) years after the last sale by Declarant, Declarant shall, in its sole discretion, be entitled to inspect all Common Areas of the Property with or without notice to the Association and shall, within its sole discretion and at its expense, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect. Also in its sole discretion, Declarant may request permission to inspect individual Lots, including the Residences, for the sole purpose of discovering and repairing structural defects. Nothing set forth herein shall obligate Declarant to perform any inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner/Association.

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ARTICLE III

OWNERS GENERAL USE RESTRICTIONS

Article III defines the manner in which residential Lots may be used.

3.01 Single Family Residential Use.

- (a) A Lot may only be used for a single family dwelling.
- (b) Subject to Declarant's rights herein, occupations and businesses that do not interfere with the residential nature or character of the Property or quiet enjoyment by other Owners may be carried on within a Lot, provided that all applicable laws, ordinances, zoning regulations and rules are satisfied and that there is no external evidence of any such occupation, such as an unreasonable increase in visitors, or an increase in the sound or smell emanating from the Lot affecting other residents.

3.02 Leasing.

- (a) There is a written agreement;
- (b) The lease states it is subject to all the provisions of the Governing Documents and that any failure to comply with any provision of this Declaration or the other Governing Documents shall constitute a default under the terms of said agreement;
- (c) A copy of this Declaration is made available to each tenant or lessee by the Owner so leasing;
- (d) Owners must give the Board the names and telephone numbers of all Occupants, tenants, and their roommates;
- (e) Tenants/lessees/Occupants shall have no voting rights in the Association;
- (f) No Owner may lease a Lot for hotel, motel, short term vacation rental purposes or transient purposes or any other purpose inconsistent with the provisions of this Declaration;
- (g) Owners, at all times, are responsible for their tenant's or lessee's compliance with all of the provisions of the Governing Documents in the occupancy and use of the Lots; and
- (h) The Association and each Owner shall have a right of action directly against any tenant/Occupant for any breach of any provision of the Governing Documents.
- (i) Assignment of Rents. Each Owner hereby presently assigns to the Association, absolutely and regardless of possession of the property, all current and future rents and other monies under any lease or agreement or otherwise for the use or occupation of any or all parts of any Lot owned by the Owner, now existing or hereafter made for the purpose of collecting all delinquent Assessments pursuant to this Declaration.

The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable, provided that the Association at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment due hereunder.

Upon revocation of such authority the Association may, upon demand, collect and retain such monies, whether past due and unpaid or current. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to Owner or lessor, as the case may be.

The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible. The Association's rights under this Section shall be subordinate to the rights of any First Mortgagee.

3.03 **Nuisances.**

- (a) Illegal, offensive, obnoxious actions, or noxious odors are not permitted anywhere on the Property.
- (b) An Occupant may not cause the level of noise or sound from the Lot to interfere with the quiet enjoyment of an Occupant of a Lot within the Project (i.e., loud music or television, shouting, slamming of doors, and other such actions.)
- (c) The Board shall have the right to determine if any unreasonable action, odor, noise or other conduct constitutes a nuisance, and to appropriately deal with the situation.
- (d) Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of Occupants of the Lot. Each Owner shall be liable for any damage to the Common Area property of the Association, or property of another Owner, caused by such Occupant shall be repaired at the sole expense of the Owner of that Lot .

3.04 **Debris, Trash, Refuse and Hazardous Materials.**

- (a) Weeds, rubbish, debris, objects or materials of any kind that are unsanitary, unsightly, or offensive may not be placed or permitted to accumulate in any Lot or the Common Area.
- (b) Rubbish or storage containers, woodpiles, machinery, equipment and other unsightly objects are prohibited to be visible from other Lots or Common Area. Rubbish containers may be placed temporarily for pick-up (not to exceed twenty-four (24) hours before and after scheduled trash collection hours, except with Board approval).
- (c) Driveways must be kept clean and free of oil stains.
- (d) No person shall discharge into the Project's sewer system or storm drain any toxic or noxious liquids or materials in such concentrations as to be detrimental to or endanger the public health, safety, or welfare of an Occupant, or violate any law.
- (e) Storage of trash cans shall be maintained within designated area of each garage.

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3.05 **Signs.**

- (a) Subject to Civil Code Sections 712 and 713, and any local ordinance, an Owner may advertise a Lot for sale or lease with sign(s) with a size, format, and location previously approved by the Board.
- (b) All Owners are subject to Civil Code Sections 4705 and 4710 in regard to the display of non-commercial flags, banners, signs and posters.
- (c) No other sign, poster, display, or advertising device may be displayed anywhere on the Property visible outside a Lot without the prior written consent of the Board.
- (d) Notwithstanding anything to the contrary herein, for as long as Declarant owns a Lot, Declarant may erect and maintain any signs, advertising devices or structures to conduct development, improvement, subdivision, sale or leasing operations on the Property without Board or Architectural Committee approval, as long as the activities do not unreasonably interfere with any Owner's use of the Property.

3.06 **Parking Regulations.**

- (a) **Authorized Vehicles.** The following vehicles are authorized within the Property: motorized land vehicles designed and used primarily for noncommercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less (collectively, "Authorized Vehicles"). Authorized Vehicles may be parked in any portion of the Property intended for parking of motorized vehicles.
- (b) **Prohibited Vehicles.** The following vehicles are prohibited within the Property: recreational vehicles (e.g. motorhomes, travel trailers, camper vans, boats, etc.), commercial-type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, etc.), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board (collectively, "Prohibited Vehicles"). Prohibited Vehicles shall not be parked, stored or kept on any public or private street within, adjacent to or visible from the Property or any other Common Area parking area, except for brief periods for loading, unloading, making deliveries, emergency repairs, or unless specifically authorized by the Board.
- (c) All applicable provisions of the California Vehicle Code will be enforced on any private streets on the Property in accordance with California Vehicle Code Section 22658 (or any successor statute regarding removal of parked cars and required warning signs). The Association may establish "Parking" and "No Parking" areas within the Common Area, in accordance with California Vehicle Code Section 22658 (or successor statute).
- (d) The Association (through the Board) may establish parking Rules and Regulations.
- (e) The Association has the right and obligation to enforce all parking restrictions and to remove any violating vehicles in accordance with the California Vehicle Code, or other applicable laws.
- (f) No explosives, fireworks, or highly flammable material such as gasoline, kerosene, oil, oil-based paints, solvents, etc. may be stored in any garage.

- (g) Garage doors may not be left open, except as temporarily necessary or while used for entering or exiting.
- (h) All vehicles owned or operated by a resident in the Project shall be parked in the garage. Garage space shall not be converted into any use (such as a recreational room or storage room) that would prevent its use as parking for the number of vehicles the space was designed to contain. The Association may establish rules for the parking of vehicles in the Common Area.
- (i) The guest parking areas in the Project shall be marked and are intended for use by guests of Owners and Occupants in the Project and may not be assigned for used by Owners, Occupants.
- (j) The provisions of this Section are intended to comply with California Vehicle Code Section 22658 (regarding illegally parked cars) in effect on the date this Declaration was recorded.

3.07 **Pet Regulations.**

- (a) Customary household pets, as defined in Civil Code Section 4715, may be kept in a Lot, provided they are not kept, bred or raised for commercial purposes and they are kept under reasonable control at all times. The Board may establish rules and regulations governing size, weight and number restrictions of animals that may be allowed in the Project.
- (b) In addition, small domesticated pets (e.g., birds, hamsters, fish, turtles) may be kept in a contained environment (cage or aquarium), provided they are not kept, bred or raised for commercial purposes.
- (c) No pets shall be permitted to become a nuisance or create any unreasonable disturbance. If a pet is determined to constitute a nuisance pursuant to the Section entitled "Nuisances," the Board may carry out enforcement measures, including fines and permanent removal of the animal from the Project.
- (d) A pet may only enter the Common Area while on a leash not to exceed six (6) feet in length that is held by a person capable of controlling it. No pet may be tied or left unattended in any Common Area.
- (e) Owners and Occupants must prevent their pets from soiling the Common Area, and shall promptly clean-up any waste left by their pets.
- (f) The Owner of the Lot where the pet is kept shall be responsible for any damage to the Common Area caused by the pet. Any damage caused by cleaning materials or any attempt to remedy such damage shall be the full financial responsibility of said Owner. Each Owner of a pet shall have sole liability for all damages claimed by any person harmed by such pet, and shall defend, indemnify and hold harmless all other Owners, Declarant (as long as Declarant owns a Lot), the management company, the Association and the Board of Directors from any and all losses, costs, and liability arising from having any pet on the Property.
- (g) Occupants must obtain approval from the Lot Owner before keeping pets on the Lot. The Owner shall be responsible for an Occupant's compliance with any Rules and Regulations regarding animals within the Project. Both the Occupant(s) and Owner of the Lott shall have joint and several liability for any damage, including personal injury and property damage, claimed by any person harmed by such pet.

- (h) No domestic dog shall be within the Property that has, when unprovoked:
 - (1) Bitten a person
 - (2) In an aggressive manner, it inflicted injury on or killed a human being;
 - (3) Been determined, by the Board or local governmental authority, to be potentially dangerous;
 - (4) On two separate occasions within the prior 36-month period, engaged in any behavior that required a defensive action by any person to prevent bodily injury when the person and the dog are outside the Residence of the Owner or keeper of the dog; or
 - (5) Killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal outside the Residence of the Owner or keeper of the dog.

3.08 **Antennas, Satellite Dishes, and Other Transmission Devices.**

- (a) No television, radio, data transmission poles, antennas, satellite dishes, and like devices or technological evolutions or equivalents of the foregoing, other than those originally installed by the Declarant shall be constructed, erected or maintained on or within the Project, unless authorized by the Architectural Committee.
- (b) Notwithstanding the foregoing, all restrictions on the foregoing devices shall be subject to all applicable federal state and local laws, including, but not limited to, the Federal Telecommunications Act of 1996 and California Civil Code Section 4725.

3.09 **Window Covers.**

Newspaper, aluminum foil or similar materials may not be used as window coverings.

3.10 **Common Fences.**

- (a) An easement exists appurtenant to any Lot for any "Common Fences" (fences on boundary lines between the Lots and/or Common Area) originally installed by the Declarant, whether or not the fences are located precisely on the Lot boundary line.
- (b) Owners with a Common Fence have an equal right to use the fence, with the following provisions:
 - (1) Each Owner has exclusive right to use the interior surface of the fence facing the Residence;
 - (2) Owners may not drive nails, screws, bolts or other objects more than half way through any Common Fence;
 - (3) Owners may not interfere with the adjacent Owner's use and enjoyment of the Common Fence;

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- (4) Owners may not threaten or impair the structural integrity of the Common Fence; and
- (5) If any portion of the fence (other than the interior surface of one (1) side) is damaged by any cause other than the act or negligence of either party, it must be repaired or rebuilt at the relevant Owners' joint expense.

3.11 Air Conditioners and Other Equipment.

- (a) Air conditioners, heating, cooling, ventilating equipment and all other mechanical, lighting, or electrical devices shall be so operated and located so that they do not disturb the peace, quiet, and comfort of neighboring Occupants and shall be screened, shielded and/or sound buffered from surrounding Lots, streets and other portions of the Common Area. All such equipment must be installed and operated in accordance with all applicable provisions of the local Codes and any other applicable requirements.
- (b) No wiring insulation, air conditioning, heating, or other machinery or equipment other than that originally installed by Declarant or approved in accordance with the requirements of this Declaration, and their replacements shall be constructed, erected or maintained on or within the Common Area including any structures on it.

3.12 Indemnity by Owner.

Each Owner shall defend and indemnify and hold the Declarant, Association, Managing Agent, and other Owners harmless without limitation for any claims arising from the Owner's (or the Owner's family members, relatives, guests or invitees) negligence or willful misconduct for damages sustained, including any costs incurred.

3.13 Use/Alteration Affecting Insurance Rates.

- (a) Acts that threaten cancellation or an increase of insurance rates for the Property may not be committed without Board approval.
- (b) If a particular Owner's use or activity is the cause of increased insurance rates, the responsible Owner is personally liable for the additional insurance premiums.

3.14 Declarant's Exemption from Use Restrictions.

- (a) Conveyance of a substantial number of the Lots is essential to the establishment and welfare of the Project. In order that all work necessary to complete the Project and to establish a substantially occupied Project may proceed as rapidly as possible, nothing in this Declaration shall be understood or construed to:
 - (1) Prevent Declarant, its contractor or subcontractors, from doing work on said Project or any part thereof whenever it determines it to be reasonably necessary or advisable in connection with the completion of said work;

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- (2) Prevent Declarant, or its representatives from erecting, constructing and maintaining on any part of parts of said real property owned or controlled by Declarant, its contractors, or subcontractors, such structures as may be reasonably necessary to complete said work, establish said property as a residential Project and dispose of the same by sale, lease or otherwise;
 - (3) Prevent Declarant from maintaining or displaying such sign(s), pennants and flag(s) on the Project (except upon Lots owned by others) as may be necessary for the sale, lease or disposition thereof; or
 - (4) Subject Declarant to the architectural control provisions of Article VII for construction of any Lot or other improvements on the Project.
- (b) The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the Project. So long as Declarant, its successors and assigns, owns a Lot, Declarant, and its successors and assigns, enjoy the benefits conferred on Declarant pursuant to the provisions of this Declaration, including without limitation, pursuant to this Section.

3.15 **Barbeques on Balconies.**

Only propane barbeques are permitted only on balconies protected by an automatic sprinkler system.

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ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Article IV defines Owners' Membership and voting rights.

4.01 **Organization.**

The Association is a California nonprofit mutual benefit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents.

4.02 **Membership.**

Every Owner is automatically an Association Member. Each Member shall be obligated promptly, fully and faithfully to comply with the provisions of this Declaration, and the Bylaws of the Association, and any Rules and Regulations from time to time which may be prescribed by its officers or directors.

4.03 **Membership Classes.**

(a) The Association has two (2) classes of voting membership:

- (1) Class A Members - All Owners (other than Declarant), who are entitled to one (1) vote to each Lot owned.
- (2) Class B Member - Declarant, which is entitled to three (3) votes for each Lot owned by Declarant.

(b) Class B Membership irreversibly ceases and converts to Class A Membership on the first to occur of the following:

- (1) Two (2) years after the First Close of Escrow in the most recent phase; or
- (2) Four (4) years after the date of the First Close of Escrow in the Property.

4.04 **Voting Rights and Requirements.**

(a) Voting rights shall commence for each Lot within the Project when Assessments against the Lot have been levied by the Association.

(b) Co-Owners shall have the following voting rights:

- (1) Each Co-Owner has an indivisible interest in a single Membership.
- (2) Each vote on behalf of a Lot is cast as a single Lot, without fraction. If Co-Owners cannot unanimously agree how to cast their vote, they forfeit their right to vote on the matter in question.

- (3) If a Co-Owner casts a vote representing a certain Lot, it will be presumed for all purposes to be a vote with the authority and consent of all other Co-Owners of the Lot.
- (c) After Notice and Hearing as provided herein, the Board has the right to suspend the voting rights of any Owner delinquent more than forty-five (45) days in the payment of any Assessments.
- (d) Unless otherwise specifically stated, Membership approval requires the affirmative vote of a majority of a quorum of each class of Membership (and after conversion, approval of Class A only).
- (e) If a regulation of the Real Estate Commissioner, other than Section 2792.4, requires the approval of a specified prescribed majority (e.g. 67%) of the voting power (other than Declarant) for action to be taken by the Association, then the following shall apply:
 - (1) If both Class A and Class B Members exist, the required vote is a bare majority of Class B voting power, and the prescribed majority of Class A voting power; or
 - (2) After conversion to all Class A Memberships, the required vote is the prescribed majority of the Total Voting Power of Members other than Declarant.
- (f) With the exception of the provisions of Section 2792.4 of the Regulations of the Real Estate Commissioner, no provision which requires the approval of a prescribed majority of the voting power of Members of the Association other than the Declarant for action to be taken by the Association is intended to preclude the Declarant from casting votes attributable to Lots which Declarant owns.

4.05 Transfer of Membership.

- (a) Membership of each Owner shall be appurtenant to the Lot owned, and may only be (and is automatically) transferred upon conveyance of title to a Lot to the new Owner.
- (b) In connection with any transfer or change of ownership of any Lot, the Association and each Owner must comply with Civil Code Section 4525.

4.06 Transfer of Control to the Association.

Transfer of control of the Association (i.e. when non-developer owners have greater voting power than the developer) shall pass to the Lot Owners within the Project no later than the earlier of the following:

- (a) One hundred twenty (120) days after the date by which 75% of the Lots have been conveyed to the Lot purchasers;
- (b) Three (3) years after completion of the project evidenced by the first conveyance of a Lot to a purchaser; or
- (c) The time frame established under state or local laws if specific provisions regarding transfer of control exist.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

Article V describes in detail the duties and powers of the Association to govern its Members and maintain the Common Areas.

5.01 **Commencement of Duties.**

All of the Association's duties shall commence upon the First Close of Escrow. Notwithstanding the foregoing, if the contractors or subcontractors chosen by Declarant are contractually obligated to perform maintenance on the Common Area or have warranted any work performed in the Common Area, the Association shall accept the performance of such warranty or other contractual maintenance obligations.

5.02 **Specific Association Duties and Powers.**

The duties and powers of the Association are those set forth in the Governing Documents, together with its general and implied powers as a nonprofit mutual benefit corporation, generally to do all things which are necessary or proper for the peace, health, comfort, safety and general welfare of the Project, including without limitation the following:

- (a) Enforce the applicable provisions of the Governing Documents and other instruments for the ownership, management and control of the Project.
- (b) Contract for goods and/or services for Common Areas and facilities for the Association subject to the limitations set forth below.
- (c) Borrow money with the assent of sixty-seven percent (67%) of the Total Voting Power and/or to mortgage, pledge, or otherwise hypothecate any of its real or personal property as security for money borrowed or debts incurred.
- (d) Have the Board adopt and enforce reasonable Rules and Regulations not inconsistent with the Governing Documents that comply with Civil Code Section 4340 et seq. or any successor statutes.
- (e) Exercise any powers normally exercised by residential homeowner associations under the laws of the State of California.
- (f) Have the authority, through the Board, and as reviewed by BRE, to enter into a maintenance agreement for the Common Areas, with Declarant for temporary suspension of a portion of Regular Assessments.
- (g) Forty-five (45) days before any real or personal property tax assessed on Common Area becomes delinquent, the Association shall deliver to each Owner a copy of the tax bill levied thereon or on any portion thereof, together with written notice informing each Owner of that portion of the tax bill for which the Owner is responsible and any additional charges that may be incurred in the event that the Owner fails to make a timely payment. The Association shall pay all real and personal property taxes levied against the Common Area to the extent that they are left unpaid by an Owner. The Association shall collect a Special Assessment from any Owner who fails to make a timely payment of the Owner's portion of the tax bill in the amount of such tax plus any costs associated with its collection.

5.03 **Right of Entry.**

- (a) The Association has the right to enter any Lot to determine compliance with the Governing Documents and to perform its duties, including the duties to enforce the Governing Documents.
- (b) In case of emergency, or by Court order, a Lot may be entered immediately.
- (c) Absent an emergency or Court order, a Lot may only be entered at reasonable hours after the Owner has received three (3) days' written notice. The written notice of entry must state explicitly the Association's reason(s) for the necessity to enter any Lot.
- (d) Entry must be made with as little inconvenience as possible to the Owner/Occupant and without a breach of the peace. If the Association has reason to expect a breach of the peace upon entry, it may take such preventive steps as it deems necessary, including obtaining the assistance of law enforcement.

ARTICLE VI

COVENANTS FOR ASSESSMENT

Article VI describes Assessments which Owners pay in order to fund Association functions, including maintenance, insurance, etc.

6.01 Assessments.

- (a) Assessments may be levied by the Association for improvement and maintenance of the Common Area, administration of the Property, and to promote the recreation, safety, and welfare for the common good of all the Owners.
- (b) Each Owner, by acceptance of a Grant Deed to a Lot, whether or not it shall be so expressed in any deed, covenants and agrees to pay all Assessments to the Association.
- (c) Assessments and related interest, collection costs, and reasonable attorneys' fees are the personal obligations of the Owner, but are not the personal obligation of successors in title unless expressly assumed by them. The Lot remains subject to any Assessment liens of record, except upon foreclosure of a First Mortgage, as stated in the Article entitled "Mortgagee Protection".
- (d) Pursuant to Civil Code Section 5600(b), the Association may not collect an assessment or fee that exceeds the amount necessary to defray the costs for which it is levied.

6.02 Commencement; Due Dates of Assessments.

- (a) Regular Assessments against all Lots within a particular BRE Phase commence on the first day of the month following the First Close of Escrow in that particular Phase of the Project.
- (b) Regular Assessments shall be due and payable in any reasonable manner established by the Board.

6.03 Equal Assessment Rate.

- (a) Regular Assessments and Special Assessments must be fixed at a uniform rate for all subject Lots, except as otherwise provided.
- (b) Each subject Lot is liable for a pro rata share (the fractional number one (1) over the total number of Lots subject to Assessment by the Association at that time).

6.04 Assessment Duties of the Board of Directors.

- (a) The Board may levy Regular and Special Assessments in compliance with Civil Code Sections 5600, 5605, 5610, 5615, 5620 and 5625.

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(b) The Board may establish separate bank accounts for operating monies and reserve monies. In the event of transfer or conveyance of an Owner's fee simple title to a Lot, said Owner shall have no further right or interest in any Assessments collected prior to such transfer. Assessments collected in accordance with the provisions of the Governing Documents shall be appurtenant to a Lot and shall automatically transfer to a new Owner in the event of sale.

6.05 **Effect of Nonpayment of Assessments: Delinquency and Remedies of the Association.**

(a) An Assessment is delinquent ("Delinquent Assessment") if not paid within fifteen (15) days after the due date. A Delinquent Assessment includes:

- (1) A late charge imposed by the Board to the maximum amount in accordance with California Civil Code Section 5650(b) (or any successor statutes);
- (2) Reasonable collection costs and attorney's fees; and
- (3) Interest on all costs and charges at the maximum permissible rate, commencing thirty (30) days after the Assessment is due.

(b) Delinquent Assessments and related costs will be a continuing lien on the relevant Lot when a "Notice of Delinquent Assessment" is recorded against an Owner's fee interest in a Lot.

(c) Notwithstanding the foregoing, a Compliance Assessment imposed by the Board as a disciplinary measure for failure of an Owner to comply with the Governing Documents may not become a lien against the Owner's Lot enforceable by a sale of the interest in accordance with the provisions of Sections 2924, 2924(b) and 2924(c) of the Civil Code. However, this does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for Delinquent Assessments and/or charges to reimburse the Association for the loss of interest or for costs reasonably incurred including attorney's fees in its efforts to collect other Delinquent Assessments.

(d) In addition to all other legal rights and remedies, the Association may:

- (1) Bring legal action against an Owner who is personally obligated to pay the Assessment and charges (without foreclosing or waiving any lien security);
- (2) Judicially foreclose the lien against the Lot, including the Assessment, interest, collection costs and late charges;
- (3) Foreclose the lien by power of sale in accordance with California Civil Code Sections 2924-2924h, or any other lawful manner;
- (4) Bid on the Lot through authorized agents at the foreclosure sale, to acquire and thereafter to hold, lease, mortgage or convey; or
- (5) Temporarily suspend the voting rights of the Owner in accordance with the provisions of this Declaration.

- (e) The Association may not foreclose a lien unless the amount of Delinquent Assessments exceeds one thousand eight hundred dollars (\$1,800) exclusive of late charges, interest and fees and costs of collection, or unless the assessments have been delinquent for longer than twelve (12) months.
- (f) The decision either to record a lien for Delinquent Assessments or to initiate foreclosure upon such a lien shall be made only by the Board and may not be delegated to an agent of the Association. The Board's decision shall be by majority vote of Directors present in an open meeting and shall be recorded in the minutes of that meeting. The confidentiality of the affected Owner shall be maintained by identifying the matter in the minutes by the parcel number of the property rather than the name of the Owner.
- (g) Upon an Owner's timely payment of a default and all related fees, Association officers may prepare and record (at the Owner's cost) a release of the Notice of Delinquent Assessment.

6.06 **Collection of Assessment Debts Not Collectible Through Foreclosure.**

Delinquent Regular or Special Assessments of less than one thousand eight hundred dollars (\$1,800), exclusive of interest, charges and fees, may be collected in any of the following ways, as provided by Civil Code Section 5720 or successor statute:

- (a) By a civil action in small claims court;
- (b) By recording a lien on the Owner's Lot upon which the Association may not foreclose until the amount of Delinquent Assessments exceeds one thousand eight hundred dollars (\$1,800) or the delinquency is for longer than twelve (12) months); or
- (c) Any other manner provided by law except judicial or non-judicial Foreclosure.

6.07 **Reserves.**

- (a) A portion of Regular Assessments shall go towards an adequate reserve fund for maintenance, repairs and replacement of those improvements that the Association is obligated to maintain and/or that must be replaced on a periodic basis.
- (b) The board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components that the association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established.

6.08 **Right of Redemption.**

A nonjudicial Foreclosure by the Association shall be subject to a right of redemption from a Foreclosure sale within ninety (90) days after the Foreclosure sale.

6.09 **Nonuse and Abandonment.**

An Owner does not waive or otherwise avoid liability for Assessments by nonuse of the Common Area or abandonment of a Lot.

6.10 **Emergency Assessments.**

- (a) Notwithstanding any other provision of this Article, the Board may increase Assessments in order to fund any of the following:
 - (1) An extraordinary expense required by an order of the court;
 - (2) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible if a threat to personal safety on the Project is discovered;
 - (3) An extraordinary expense necessary to repair or maintain the Project or any part of it for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the pro forma operating budget.
- (b) Prior to imposition or collection of an Assessment for emergency purposes, the Board must pass a resolution containing written findings as to the necessity for the extraordinary expense and why it was not or could not have been reasonably foreseen while preparing the budget. The resolution must be distributed to the Members together with the notice of Assessment.

6.11 **Exemptions from Assessments.**

- (a) Any Lot which does not include a structural improvement for human occupancy shall be exempt from the payment of that portion of any Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the structural improvement. The exemption may include:
 - (1) Roof replacement;
 - (2) Exterior maintenance;
 - (3) Walkway and carport lighting;
 - (4) Refuse disposal, if any;
 - (5) Cable television;
 - (6) Domestic water supplied to living units, if any;
 - (7) Insurance on uncompleted residences.

- (b) The foregoing exemption shall be in effect until the earliest of the following events:
 - (1) A notice of completion of the structural improvements has been recorded;
 - (2) Occupation or use of the Lot; or
 - (3) Completion of all elements of the residential structure which the Association is obligated to maintain.

- (c) Declarant and any other Owner of a Lot are exempt from the payment of that portion of any Assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of a common facility that is not complete at the time Assessments commence. This exemption from the payment of Assessments shall be in effect until the earliest of the following to occur:
 - (1) A notice of completion of the common facility has been recorded; or
 - (2) The common facility has been placed into use.

6.12 **Waiver of Exemptions.**

With respect to Assessment liens, each Owner waives (to the extent permitted by law) the benefit of any California homestead or exemption laws in effect when any Assessment or installment becomes delinquent or a lien is imposed.

ARTICLE VII

ARCHITECTURAL CONTROL

Article VII addresses alterations which Owners may wish to make to their Lots. The Architectural Committee's approval must be obtained for most such changes.

7.01 The Architectural Committee.

- (a) The Architectural Committee shall consist of not fewer than three (3) persons nor more than five (5) persons as fixed from time to time by resolution of the Board.
- (b) Declarant shall initially appoint the members of the Architectural Committee. Declarant shall retain the right to appoint, augment or replace all members of the Architectural Committee until one (1) year after issuance of the original BRE Final Subdivision Public Report for the Property, at which time the Board may appoint members, as further described herein.
- (c) Declarant shall retain the right to appoint, augment or replace a majority of the members of the Architectural Committee until (i) five (5) years after the First Close of Escrow, or (ii) close of escrow has occurred on ninety percent (90%) of the Lots within the Property, whichever shall first occur, at which time the right to appoint, augment or replace all members of the Architectural Committee shall automatically be transferred to the Board.
- (d) As long as Declarant has the right to appoint some but not all of the members of the Architectural Committee, the Board shall have the right but not the obligation to fill the remaining vacancies on the Architectural Committee.
- (e) Persons appointed by the Board to the Architectural Committee must be Members; however, persons appointed by Declarant to the Architectural Committee need not be Members.
- (f) Meetings of the Architectural Committee shall be held from time to time as necessary.
- (g) In addition to the powers set forth in this Article, the Architectural Committee may perform any other duties delegated to it by the Board.

7.02 Architectural Guidelines.

The Board may and in its reasonable discretion, adopt and promulgate Architectural Guidelines to be administered through the Architectural Committee. The Architectural Guidelines shall be in compliance with Civil Code section 4765.

7.03 **Approval.**

- (a) Declarant is not subject to the provisions of the Governing Documents pertaining to architectural control. Any Improvements constructed by Declarant shall automatically be in compliance with the Governing Documents and shall not be subject to further architectural control until and unless there has been a change or alteration made by a successor in title to Declarant as to any Residence in the material, texture, color or appearance of any such Improvement upon such Residence.
- (b) Other than such Improvements by Declarant, no Improvements visible from the exterior of any Lot may be made upon the Property except in compliance with plans and specifications which have been submitted to and approved by the Architectural Committee except as may otherwise be provided for in the Architectural Guidelines . Normal maintenance, repair or reconstruction by any successor in title to Declarant in the event of destruction, in substantial conformance with the Improvements constructed by Declarant, shall not be deemed to be an Improvement that requires approval pursuant to the provisions of this Article.
- (c) The Architectural Committee shall review plans and specifications submitted for its approval as to style, exterior design, appearance and location and shall approve such plans and specifications only if it deems that the proposed Improvement will not be detrimental to the appearance of the Property as a whole; that the Improvement complies with the Architectural Guidelines; that the appearance of any Improvements will be in harmony with the surrounding structures; that the construction of any Improvement will not detract from the beauty and attractiveness of the Property or the enjoyment thereof by the Owners; and that the upkeep and maintenance of any Improvement will not become a burden on the Association.
- (d) Plans and specifications shall be approved by the Committee as to style, design, appearance and location only, and are not approved for (i) engineering design, (ii) compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, (iii) compliance with the requirements of any public utility, (iv) any easements or other agreement, or (v) preservation of any view.
- (e) The Architectural Committee may (i) determine that the proposed Improvement cannot be approved because of its effect on existing drainage, utility or other easements, (ii) require submission of additional plans and specifications or other information or materials prior to approving or disapproving plans and specifications submitted, or (iii) condition its approval of plans and specifications for any Improvement on such changes therein as it deems appropriate.
- (f) The Architectural Committee may also condition its approval of a proposed Improvement on approval by a holder of an easement which may be impaired thereby or upon approval of any such Improvement by the appropriate governmental agency. Any Architectural Committee approval conditioned upon the approval by a governmental agency or an easement holder shall not imply that the Association is enforcing any government codes or regulations or provisions of any easement agreement, nor shall the failure to make such approval conditional imply that approval by any such governmental agency or easement holder is not required.
- (g) The Architectural Committee shall issue its decisions in writing. If an Owner's application is disapproved, the Committee shall include an explanation for the disapproval.
- (h) In the event the Architectural Committee fails to approve or disapprove plans and specifications within sixty (60) days after the same have been duly submitted in accordance with the Architectural Committee's rules, such plans and specifications will be deemed approved.

7.04 **Variances.**

- (a) The Board may authorize a variance from compliance with the Architectural Guidelines or with provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variance shall be evidenced in writing, signed by a majority of the members of the Board and delivered to such Owner, and shall become effective upon execution. A copy of the resolution of the Board authorizing such variance must be retained in the permanent records of the Association.
- (b) No violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which any such variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular Residence and particular provision of this Article covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting use of the Residence including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

7.05 **Non-Liability for Approval.**

- (a) Each Owner shall be solely responsible for any violation of this Declaration, the Architectural Guidelines, or any applicable law or regulation, caused by an Improvement made by such Owner even though same is approved by the Architectural Committee.
- (b) By approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owners, the Board nor the Declarant, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility for any defect in any Improvement constructed from such plans and specifications or for any obstruction or impairment of view caused or created as the result of any Improvements approved by the Architectural Committee. The Architectural Committee shall have a right to require, as a condition of approval, that an Owner provide indemnification on terms and conditions satisfactory to the Committee.

7.06 **Inspection: Compliance and Noncompliance Statements**

- (a) Owner shall notify the Architectural Committee upon completion of Improvements, whereupon the Architectural Committee shall inspect the Improvements in order to determine whether the completed Improvements conform to plans and specifications approved by the Architectural Committee.
- (b) The Architectural Committee shall inspect the Improvements either within sixty (60) days after notification by the Owner of the completion of an Improvement or within ninety (90) days after the cessation of work on the Improvements if the Owner fails to notify the Architectural Committee of completion. The Committee's inspection rights shall include the right to require an Owner to take such action as may be necessary to remedy any non-compliance with the Committee-approved plans for the Owner Work or with the requirements of this Declaration.
- (c) If for any reason an inspection has not been made within sixty (60) days of notification by the Owner of the completion of an Improvement or if the Owner has not been notified of any noncompliance within thirty (30) days after such inspection, the Improvement shall be deemed to be completed in substantial conformance with approved plans and specifications.

- (d) If the Improvements upon such Residence comply or by virtue of the passage of time are deemed to comply with the plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon request, issue a statement (hereinafter a "Compliance Statement") which will evidence such compliance.
- (e) If any of the Improvements upon such Residence do not comply with the provisions of the Governing Documents, the Architectural Committee shall issue a statement (hereinafter a "Noncompliance Statement") delineating the corrective action that is required to bring such Improvements into compliance with the Governing Documents. If an Owner fails to remedy any such noncompliance noticed by the Committee, then the Committee shall notify the Board in writing of the same.
- (f) Any Compliance or Noncompliance Statement issued by the Architectural Committee shall be executed by any person or persons authorized by resolution of the Board or by the president and secretary of the Association, and a copy thereof shall be retained in the records of the Association.
- (g) In the event the Architectural Committee has issued a Noncompliance Statement as to any such Residence, the Architectural Committee shall provide a Compliance Statement, upon request, after the corrective work has been satisfactorily completed. Such Compliance Statement shall then evidence that the Improvements upon such Residence comply with the provisions of the Governing Documents.
- (h) A Compliance Statement shall be conclusive evidence of compliance with the provisions of the Governing Documents as to the Improvements described in the Compliance Statement and further approval of any such Improvements shall not be required unless there is a change or alteration in material, exterior appearance, color or texture in such Improvements.
- (i) In the event an Improvement was commenced without the required approval of the Architectural Committee, or, if such Improvement was not completed within the time limitation established for such Improvement in the Architectural Guidelines or in substantial conformance with the approved plans and specifications, the Board shall notify the Owner in writing of such noncompliance, specifying the particulars of noncompliance, and shall require the Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If the noncompliance is not cured within such thirty (30) day period, the Board, after notice and hearing as provided herein, may levy a Compliance Assessment against such Owner for the costs of removing or remedying such noncompliance and the Architectural Committee shall correct the violation or take other appropriate action.
- (j) All modifications, approvals and compliance shall be subject to decisions and orders of the Department of Building and Safety or any other applicable governmental entity.

7.07 **Remedy for Noncompliance.**

- (a) In the event of issuance of a Noncompliance Statement, then the Owner shall remedy or remove the same within thirty (30) days from the date that the written Noncompliance Statement is delivered to the Owner.
- (b) If the Owner does not correct the noncompliance within that period, then the Association shall have the right (i) to enter the Owner's Lot and to cause the noncompliance to be corrected and the cost of the same shall be reimbursed to the Association by the Owner and if not timely reimbursed, then the Association shall be entitled to pursue any and all legal rights and remedies against the Owner including the levying of a special assessment for the same against the Owner's Lot as herein permitted and/or (ii) to bring an action for damages or injunctive relief to remedy the same.

- (c) After the lapse of one (1) year after notice of completion of the Improvement or after correction of nonconforming work, whichever occurs later, the Committee shall have no further right to exercise its remedies under this Section. However, the Committee's remedies shall expire upon transfer of the Lot if such transfer occurs within either of the one-year periods specified in this paragraph.

7.08 **No Guarantee of Views.**

- (a) Depending upon location, some Lots in the Property may enjoy some unique view potential. The view, if any, from a Lot in the Property is subject to the limitations and disclaimers set forth in this Section.
- (b) There are no express or implied easements for views or for the passage of light and air to any Lot in the Property. Although the provisions of this Article may have some effect on preserving views from and providing for the passage of light and air to an individual Lot, nevertheless Declarant, the Association, the Board, the Architectural Committee, and the directors, officers, employees, consultants, agents and contractors of the foregoing, do not make any representations or warranties, express or implied, concerning the view, if any, that a particular Lot will enjoy. Furthermore, the payment by any Owner of any "premium" does not constitute a representation or warranty, express or implied, concerning the view, if any, the Lot will enjoy.
- (c) Each Owner, by accepting a Grant Deed to his respective Lot, expressly acknowledges and agrees that any view which his Lot may enjoy as of the date of purchase may be impaired or obstructed by the installation of trees, other landscaping or other types of barriers, the growth or relocation of landscaping, the construction or other installation of Improvements in the Property and/or on any property adjoining the Property in accordance with applicable laws, codes, ordinances and regulations, and each Owner expressly consents to any such obstructions.
- (d) Each Owner further understands that the provisions of this Declaration establish certain architectural and landscaping controls applicable to the Property, and that each Owner has the right to enforce such controls. Except as expressly set forth in this Declaration, there are no rights concerning the preservation of any view.

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ARTICLE VIII

MORTGAGEE PROTECTION

Article VIII provides certain protections to holders of the First Mortgage on any Lot, in order to make it easier for Owners to obtain purchase money loans or refinancing.

8.01 **Subordination of Lien and Foreclosure.**

- (a) Any lien for Regular or Special Assessments created or claimed in this Declaration:
- (1) Is subject and subordinate to the rights of any First Mortgage that encumbers any part of the Property made for value in good faith; and
 - (2) May not in any way impair or invalidate the obligation or priority of a First Mortgage unless expressly subordinated in writing by the Mortgagee. The signing of any Mortgagee to any subordination by lienholder included in this Declaration shall not constitute said lienholder's subordination to any future Assessment lien.
 - (3) The provisions of this paragraph (a) do not preclude other mortgagee protections provided by California law.
- (b) No breach of any provision of Declaration, nor the enforcement of any of its lien provisions, nor the Foreclosure of any lien created by or claimed under this Declaration, shall invalidate, affect or impair the lien of any Mortgage made in good faith and for value; but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through Foreclosure sale, Trustee's sale, or otherwise.
- (c) Upon Foreclosure of a First Mortgage, the purchaser:
- (1) Will take the Lot title free of any Assessment lien accrued up to the time of the Foreclosure sale, except that in the event the net sale proceeds exceed what is owed on all encumbrances prior to the Assessment lien, the Association shall be entitled to receive payment on any Assessment lien; and
 - (2) Is only obligated to pay Assessments or other Association charges accruing after the title to the Lot is acquired.
- (d) If the Mortgagee obtains title with a deed in lieu of foreclosure, any Assessment lien shall not be extinguished upon recordation of the deed.

8.02 **Mortgagees Are Not Required to Cure Certain Breaches.**

A First Mortgagee who acquires title by Foreclosure or by a deed in lieu of Foreclosure or assignment in lieu of foreclosure shall not be obligated to cure an existing breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

8.03 Effect of Breach of Declaration.

- (a) Breach of this Declaration may not:
 - (1) Cause any forfeiture or reversion of title; or
 - (2) Create any right of re-entry other than as provided for in this Declaration.
- (b) Breach of this Declaration may be enjoined or abated by court action by the Association, Declarant, or any Owner, and damages may also be awarded provided that:
 - (1) The violation does not impair or invalidate the Mortgage lien or Deed of Trust made for value in good faith; and
 - (2) This Declaration binds any Owner whose title is derived through Foreclosure, Trustee's sale or otherwise.

8.04 Exemption From Right of First Refusal.

- (a) Any right of first refusal or option to purchase a Lot that may be granted to the Association or other party may not impair the rights of a First Mortgagee to do any of the following:
 - (1) Foreclose or take title to a Lot, pursuant to the remedies provided in the Mortgage;
 - (2) Accept a deed (or assignment) in lieu of Foreclosure in the event of default under the Mortgage; or
 - (3) Sell or lease a Lot acquired by the Mortgagee.
- (b) No right of first refusal or similar restriction may be placed on an Owner's right to sell, transfer, or otherwise convey a Lot, unless the Mortgagee, if any, grants written consent for the restriction.

8.05 Restrictions on Certain Changes.

- (a) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of Owners and at least fifty-one percent (51%) of the votes of Eligible First Mortgagees (based on one vote per Lot for each Eligible First Mortgage held) must give written approval before the Association may do any of the following:
 - (1) Alter the method of determining Assessments or other charges levied against an Owner.
 - (2) Change, waive or abandon any regulations or enforcement pertaining to the architectural design, the exterior appearance or the maintenance of the Lots or the Common Area.
 - (3) Fail to maintain Fire and Extended Coverage on insurable Common Area as specified in this Declaration.

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- (4) Amend the Governing Documents concerning any material provision, including but not limited to the following:
 - (A) Voting rights;
 - (B) Reductions in reserves for maintenance, repair, or replacement of the Common Area improvements;
 - (C) Responsibility for maintenance and repairs;
 - (D) Reallocation of interests in the Common Area or rights to its use;
 - (E) Redefinition of any Lot boundary;
 - (F) Convertibility of Lots into Common Area or Common Area into Lots;
 - (G) Expansion or contraction of the Project or the addition, annexation, or withdrawal of property to or from the Project;
 - (H) Hazard or fidelity insurance requirements;
 - (I) Imposition of any restrictions on the leasing of Lots except as provided herein;
 - (J) Imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
 - (K) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration;
 - (L) Any provisions that expressly benefit mortgagees, insurers, or guarantors; or
 - (M) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs.

- (b) Except as provided by statute in case of condemnation or substantial loss to the Property, at least sixty-seven percent (67%) of the votes of the First Mortgagees (based on one vote per Lot for each Eligible First Mortgage held), in addition to the vote required from Owners, must give written approval before the Association may, by act or omission, do any of the following:
 - (1) Abandon, partition, subdivide, encumber, sell or transfer any portion of a Lot or Common Area (other than granting easements as specified in this Declaration);
 - (2) Partition or subdivide any Lot;
 - (3) Seek to abandon or terminate the legal status of the Property;
 - (4) Use hazard insurance proceeds for losses to the Property (Lot or Common Area) for other than repair, replacement or reconstruction of the Property;

- (5) Change the pro rata interest or obligation of any Lot for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of each Owner in the Common Area, provided that no Owner's undivided interest in the Common Area may be changed without the consent of that Owner;
 - (6) Change or alter the priority of any liens created by or claimed under this Declaration;
 - (7) Modify or amend any provisions that are for the express benefit of First Mortgagees, insurers or governmental guarantors of First Mortgages;
 - (8) Modify or amend any provisions of this Declaration regarding insurance;
 - (9) Modify or amend any provisions of this Declaration which is a requirement of the FHA, VA, GNMA, FHLMC or FNMA.
- (c) An Eligible First Mortgagee's approval will be considered granted if a negative response is not delivered to the Board within sixty (60) days after the Eligible First Mortgagee receives notice of the proposed action, provided notice was delivered personally or by certified or registered mail, return receipt requested.
- (d) Any addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

8.06 Inspection of Association Books and Records.

Any First Mortgagee has the right to examine the books and records of the Association during business hours and after notice to the Association. Any First Mortgagee shall be entitled, upon written request, to have an audited financial statement for the immediately preceding year, free of charge to the party so requesting.

8.07 Condemnation Awards and Insurance Proceeds.

Condemnation awards or insurance proceeds for losses to or taking of Lots or Common Areas shall be distributed to the Owner(s) in proportion to the fair market value of their Lot, provided that if at the time of distribution there is a Mortgage on any individual Lot, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Lot is mortgaged. Any provision to the contrary in this Declaration, the Bylaws, or other Governing Documents is to such extent void.

8.08 Loss Payable Endorsement.

All applicable fire, physical loss or extended coverage insurance policies must contain loss payable clauses naming the Mortgagees who encumber the Lots.

8.09 **Mortgagee's Right to Attend Meetings.**

Any Mortgagee may appear at Association and Board meetings, but is not eligible to vote except as provided in Section 8.05.

8.10 **Payments by Mortgagees.**

(a) First Mortgagees may pay the following jointly or severally:

- (1) Taxes or other charges in default which may be a charge against any part of the Common Area; and
- (2) Overdue premiums on hazard insurance policies, or to secure new hazard insurance coverage on the lapse of a policy for the Common Area.

(b) Upon such payments, the Association:

- (1) Owes immediate reimbursement to First Mortgagees making such payments; and
- (2) Must, upon Mortgagee's request, execute an agreement that reflects the First Mortgagees' entitlement to such reimbursement.

8.11 **Notices to Mortgagees.**

(a) Each Eligible First Mortgagee is entitled to timely written notice of:

- (1) Any condemnation or casualty loss that affects a material portion of the Project or the Lot securing its Mortgage;
- (2) Any sixty-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the Mortgage or any other breach or default under the Governing Documents by the Owner of any Lot on which it holds the Mortgage;
- (3) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (4) Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees.

(b) To obtain the information above, the Mortgagee, insurer or guarantor must send a written request to the Association, stating both its name and address and the Lot number or address of the Lot for which it has the Mortgage.

8.12 **Loan to Facilitate Resale.**

Any First Mortgage given to secure a loan to facilitate the resale of a Lot after acquisition by Foreclosure, or by a deed in lieu of Foreclosure or by an assignment in lieu in Foreclosure, shall be deemed to be a loan made for value in good faith and entitled to all of the rights and protections of First Mortgages under this Declaration.

8.13 **Control if Mortgagee Protections Conflict With Other Provisions.**

In the event of any conflict between any of the provisions of this Article and any other provisions of this Declaration or the Governing Documents, whether now or as hereafter amended, the provisions of this Article shall control.

ARTICLE IX

DAMAGE AND DESTRUCTION TO IMPROVEMENTS

Article IX concerns restoration or other disposition in the case of damage or destruction of Common Areas.

9.01 Restoration of the Property.

- (a) In case of casualty damage to Common Area improvements, the Association will repair and substantially restore the Common Area improvements in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction.
- (b) If insurance proceeds cover at least eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners to make up the balance of repair costs not covered by the insurance (according to the Article "Covenants for Assessments").
- (c) If insurance proceeds cover less than eighty-five percent (85%) of repair costs, the Association will repair the damage and levy a reconstruction Assessment equally against the Owners for the balance of the repair costs not covered by the insurance, unless at least sixty-seven percent (67%) of the Owners (other than Declarant) determine either:
 - (1) To rebuild in a less expensive manner than substantial replacement, utilizing all available insurance proceeds. The Association will levy a reconstruction Assessment equally against the Owners to raise any rebuilding cost in excess of insurance proceeds; or
 - (2) Not to rebuild. All net insurance proceeds for the damage (after expenses of clearing debris and making the damaged area aesthetically pleasing) are at the Association's discretion to perform its functions according to the Governing Documents or to distribute equally to the Owners (subject to the rights of Mortgagees of record).
- (c) If the estimated cost of repair does not exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall cause the repair to occur without the consent of Members irrespective of the available amount of insurance proceeds. The Board is empowered to levy a Special Assessment if necessary as described herein.
- (d) If the Owners and Mortgagees determine that restoration costs would be substantial and reconstruction would not be in their best interests, the Owners may proceed as provided section 9.03 below.

9.02 Notice to Owners and Listed Mortgagees.

Immediately upon learning of any material damage or destruction to the Common Area or any Lot, the Board must notify all Owners, and First Mortgagees, insurers or guarantors of any relevant Mortgagees who have filed a written request for Board notice (see "Mortgagee Protection" Article).

9.03 **Sale of Property and Right to Partition.**

If the Owners elect not to rebuild, a qualified independent appraiser licensed by the State of California Office of Real Estate Appraisers selected by the Board shall determine the relative fair market values of all Lots as of a date immediately prior to any damage or destruction and the proceeds of insurance shall be apportioned among all Owners, and their respective Mortgagees, in proportion to such values.

9.04 **Damage to Dwellings.**

- (a) The repair or reconstruction of any damaged Lot shall commence as soon as reasonably practicable after the occurrence of such damage or destruction and shall be completed as quickly as is reasonably practicable after commencement of reconstruction, subject to delays that are beyond the control of the party responsible for making the repairs.
- (b) Notwithstanding the foregoing, the Owner must immediately take reasonable steps as required to secure any hazardous conditions resulting from the damage or destruction and to screen any unsightly views resulting from the damage or destruction.

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ARTICLE X

CONDEMNATION

Article X concerns condemnation of Common Areas by a governmental entity.

10.01 Representation by the Board in Condemnation Proceedings.

- (a) If any portion of a Common Area is to be condemned or sold by eminent domain, the Board (or its delegation) will:
 - (1) Represent Owners in the proceedings;
 - (2) Immediately give notice of the condemnation threat to all Mortgagees, insurers and guarantors of First Mortgages who have filed written requests for notices; and
 - (3) Be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action.
- (b) Any award(s) received shall be paid to the Association on behalf of the Owners, including Declarant, if Declarant still owns any Lot.
- (c) If only part of a Common Area is affected, the rules regarding restoration and replacement of the Common Area and improvements apply as if in the case of destruction.
- (d) If any of the net condemnation award is not used to restore the remaining Common Area, the Association will handle the award in accordance with the Article entitled, "*Damage and Destruction to Improvements*".

10.02 Distribution of Award.

- (a) In case of condemnation or sale by eminent domain, the Board must distribute any award according to these provisions (after deducting fees and expenses related to the condemnation proceedings).
- (b) Any award must first be distributed to the Owner(s) in proportion to the fair market value of their Lot, provided that if at the time of distribution there is a Mortgage on any individual Lot, the balance of such Mortgage (in order of priority) shall first be paid before the distribution of any awards or proceeds to the Owner whose Lot is mortgaged.
- (c) If a condemnation judgment apportions the award among the Owners and Mortgagees, the Board will distribute the remaining amount (after deductions above) according to the terms of the judgment allocation.
- (d) If by sale under threat of condemnation (or if the judgment of condemnation fails to apportion the award), the Board will distribute the award based upon relative values of the affected Lots as determined by a qualified independent appraiser licensed by the State of California Office of Real Estate Appraisers that is selected by the Board
- (e) An Owner or Mortgagee who disputes such appraisal shall be entitled to hire an independent, licensed appraiser, and in the event of disagreement between the appraisers the Board shall resolve the dispute.

ARTICLE XI

ANNEXATION

Article XI addresses procedures for additional property to be annexed and deannexed.

11.01 Annexation of Additional Property.

Additional Property may be annexed to the Property and become subject to this Declaration by any of the following methods:

- (a) Declarant may annex any portion of the Additional Property without approval by the Association, Board, or Owners if the plan for phased development is approved by the BRE; or
- (b) By majority vote of sixty-six and two-thirds percent (66 2/3%) of the voting power of the Owners (other than Declarant).

11.02 Contents of Annexation Document.

The Annexation Document may not revoke or modify the provisions of this Declaration affecting the Property (except as provided for in this Declaration, e.g., subparagraph (d) of this Section) and must contain all of the following:

- (a) Reference to this Declaration stating the recordation date and recording information contained in the Official Records of the relevant county;
- (b) A statement that this Declaration (or certain specified portions) apply to the annexed real property;
- (c) An exact description of the real property comprising the annexed real property; and
- (d) Any modification of this Declaration Declarant deems necessary to reflect the development or different character of the added property (but consistent with the general plan and scheme of this Declaration).

11.03 Conveyance of Common Area.

Before any Lot in the annexed property is conveyed, title to the annexed Common Area must be conveyed to the Association, free and clear of any and all encumbrances and liens (except current real property taxes and reservations, easements, covenants, conditions and restrictions of record).

11.04 Declarant Under No Obligation to Continue Development; Effect of Annexation.

- (a) Declarant is not obligated to develop or annex additional real property.
- (b) The Annexation Document must provide that Lot Owners in the annexed property will become Association members, and the Association will manage, administer and maintain the annexed Common Area as provided for in this Declaration.

- (c) On becoming an Association member, each annexed Lot Owner will be assessed a pro rata share of the Association's aggregate Common Expenses for all subsequent Association developments.

11.05 **Deannexation.**

Declarant may deannex any portion of the annexed property from coverage of this Declaration and the jurisdiction of the Association provided that:

- (a) Declarant owns the annexed property;
- (b) A Document of Deannexation of Territory is recorded in the same manner as the Annexation Document;
- (c) Declarant has not exercised any Association vote regarding any portion of the annexed property;
- (d) Assessments have not commenced for any portion of the annexed property;
- (e) A First Close of Escrow has not occurred for any Lot in the annexed property; and
- (f) The Association has not made expenditures or incurred obligations regarding any portion of the annexed property.

11.06 **Association's Merger or Consolidation.**

- (a) The Association may merge or consolidate with another homeowners' association (as permitted by law) upon approval by sixty-seven percent (67%) of the voting power of the Owners (other than Declarant).
- (b) Association properties, rights and obligations may be:
 - (1) Transferred to another homeowner's association; or
 - (2) Added to a surviving corporation through a merger.
- (c) To the extent reasonably possible, the resultant association will administer the provisions of this Declaration and the restrictions of any other property as a uniform plan.

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ARTICLE XII

EASEMENTS

Article XII addresses easements within the Property.

12.01 Creation of Easements.

- (a) Easements referred to herein are established upon the First Close of Escrow in the Project, and the provisions hereof with respect to such easements shall be covenants for the use and benefit of Lots and Property superior to all other encumbrances.
- (b) Individual grant deeds to Lots shall state that the grant is made subject to the provisions of this Declaration, and may set forth reference to these easements, but are not required to do so.

12.02 Reservation of Easements for Declarant's Construction and Marketing Activities.

- (a) So long as Declarant, its successors or assigns, owns any portion of the Property, it shall have an easement over, through, in and to all of the Common Area for ingress, egress, parking and enjoyment for itself, its agents, employees and prospective purchasers of the Lots, which rights and easements shall include, without limitation:
 - (1) **Improvements.** Easements over i) the Common Area for the purpose of constructing, erecting, completing, operating and maintaining thereon, therein or thereunder roads, streets, walks, and driveways, as long as any Lot remains unsold; and ii) the Property for the installation and maintenance of electric, telephone, cable television, water, gas, irrigation lines, sanitary sewer lines and drainage facilities, provided that access for such purpose is not otherwise reasonably available;
 - (2) **Construction and Sales.** Easements for construction, display, maintenance, sales and exhibit purposes over the Common Area in connection with the erection and sale or lease of Residences within the Property provided, however, that such use shall not be for a period beyond the sale by Declarant of all Lots within the Property;
 - (3) **Utilities.** Easements, whether or not shown on the Tract Map, over the Property for the installation and maintenance of electric, telephone, cable television, community antenna television system, water, gas, sanitary sewer lines and drainage facilities. Declarant further reserves the right to grant and transfer easements over the Lots and Common Area) for installation, maintenance and repair of the Service Lines and Facilities.
- (b) The easements reserved to Declarant, or granted and conveyed by Declarant pursuant to this Section shall not unreasonably interfere with the use and enjoyment by the Owners of the Property, and any repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

12.03 **Certain Easements for Association.**

- (a) The Association has, and may grant, nonexclusive easements and rights of way for ingress, egress and access to all portions of the Property as reasonably required to perform its maintenance obligations and other duties established in this Declaration, and further has utility and drainage easements as hereinafter provided to maintain the health, safety, convenience and enjoyment of the Lots and Common Area.
- (b) Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development and sale of the Property. Such right of Declarant shall expire upon the close of escrow for the sale of all Lots in the Project by Declarant.
- (c) The Association shall have the right and power to grant and convey to any third party, easements and rights of way in, on, over or under the Lots and the Common Area for the purpose of construction, erection, maintenance, repair, replacement, removal and inspection of present and future utilities, including but not limited to pipelines, sewer, water and gas lines, drain pipes, utility and telephone lines, meters and related facilities, lines, cables, wires or other conduits or devices for water, gas or cable television, electricity, power, telephone and other purposes and any other similar public or quasi-public improvements or facilities, and each purchaser, by acceptance of a Grant Deed to his Lot, expressly consents to such easements. However, no such easement shall be granted if it would interfere with the use, occupancy or enjoyment by any Owner of his Lot.

12.04 **Certain Easements for Owners.**

- (a) Declarant grants nonexclusive easements for enjoyment, ingress, egress, pedestrian walkway and general recreation purposes over and upon all portions of the Common Area to all Owners, subject to other provisions of the Governing Documents.
- (b) Owner rights and duties with respect to drainage facilities, sanitary sewer, water, electricity, gas, telephone, cable television, security system lines, meters, wires, ducts, flues, pumps, boilers, pipes, and other service lines and facilities ("Service Lines and Facilities") are as follows:

Easements for Service Lines and Facilities in Lots or Common Area is granted in favor of the Owner of a Lot or Association served by said Service Lines and Facilities to the full extent necessary for the maintenance and repair by the Owner, Association, or servicing company;

Whenever Service Lines and Facilities are installed within the Project, which Service Lines and Facilities or any portion of those facilities lies in or upon Lots owned by other than the Owner of a Lot served by those Service Lines and Facilities, the Owners of any Lot served by those Service Lines and Facilities shall have the right of reasonable access for themselves or for utility companies to repair, replace and generally maintain those Service Lines and Facilities as and when necessary, due to failure or inability of the Board to take timely action to make such repairs or perform such maintenance

If Service Lines and Facilities serve more than one Lot, the Association is entitled to reasonable use and enjoyment and access for repair, replacement and maintenance of all necessary portions of the Service Lines and Facilities.

- (c) Notwithstanding that an Owner may install Improvements within said easement area with the approval of the Architectural Committee, each Owner acknowledges that such Improvements may be removed

by the respective utility or public agency to maintain, repair or replace any of the foregoing facilities without any liability to the Owner to repair or restore such Improvements.

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12.05 **Drainage, Electrical, Sewer, and Other Utility Easements.**

- (a) The Association and each Owner accept the sewer and drainage facilities and pattern for the Lots and Common Area established by the final grading of the Property originally undertaken by Declarant (including "cross-Lot" drainage from adjacent Lots and Common Areas).
- (b) The established drainage pattern may not be altered without prior written approval by the Association and/or Architectural Committee.
- (c) If the drainage pattern must be altered, the party requesting the alteration must make reasonable and adequate provisions for proper drainage and pay for its costs.
- (d) In the event Declarant shall have installed any drainage lines or other facilities which serve two or more Lots, the Owners of said Lots shall jointly maintain and repair said lines and facilities so as to keep same in proper operating condition at all times.
- (e) The Association shall grant easements and rights of way through the Common Area and separate interests for the maintenance or betterment of water, sewer, telephone and cable lines, satellite television, gas and other utilities, storm drains, underground conduits, sprinkler systems, and other purposes intended to maintain the health, safety, convenience and enjoyment of the Lots and Common Area, and for the reading of utility meters and sub-meters.

12.06 **Easements for Vehicular and Pedestrian Traffic.**

Declarant hereby reserves a nonexclusive easement appurtenant to each Lot for the benefit of each and every Owner, the members of his family, his lessees and tenants, and their respective guests and invitees, for vehicular and pedestrian traffic over all private streets, drives, walkways, and sidewalks within the Common Area.

12.07 **Encroachment.**

- (a) Each Owner is hereby granted an easement over all adjoining Lots and the Common Area for the purpose of accommodating any minor encroachments due to engineering errors, errors in original construction, settling or shifting of any building, or any other cause. There shall be easements for the maintenance of said encroachments so long as they shall exist and the rights and obligations of Owners shall not be altered in any way because of the encroachment, settlement or shifting; provided that, in no event shall an easement for encroachment be created in favor of any Owner if the encroachment occurred due to the Owner's willful misconduct. In the event any portion of any building is partially or totally destroyed and then rebuilt, each Owner agrees that easements for minor encroachments (and for the maintenance of same) over all adjoining Lots and the Common Area shall exist so long as the encroachment exists.
- (b) The existing physical boundaries of Lot(s), including any encroachment as defined in (a) above, shall be the actual boundaries, rather than any description and/or depiction set forth in this Declaration, the Tract Map, or instrument of conveyance.

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ARTICLE XIII

SPECIAL PROVISIONS RELATING TO ENFORCEMENT OF DECLARANT'S OBLIGATION TO COMPLETE COMMON AREA IMPROVEMENTS

Article XIII concerns the Declarant's obligation to complete Common Area Improvements.

13.01 **Special Provisions Relating to Enforcement of Declarant's Obligation to Complete Common Area Improvements.**

- (a) The Board must consider and vote on Association action to enforce bond obligations regarding any Common Area improvement if all of the following factors apply:
 - (1) Declarant has not completed Common Area improvements before the First Close of Escrow;
 - (2) The Association is the obligee under a bond or other arrangement securing completion; and
 - (3) A Notice of Completion has not been filed within sixty (60) days of the completion date specified in the planned construction statement appended to the bond.
- (b) The Association may grant a written extension for a Common Area completion.
- (c) If a notice of completion has not been filed within thirty (30) days after the extension expires, the Board will meet and vote on enforcement options.
- (d) Owners may submit a petition signed by at least five percent (5%) of Total Voting Power calling for a Special Meeting to be held between thirty-five (35) and forty-five (45) days after the Board receives the petition.
- (e) At the Special Meeting, a majority vote of Owners (other than Declarant) overrides the Board's decision and causes the Board to enforce bond obligations through appropriate action in the name of the Association.

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ARTICLE XIV

AMENDMENT

Article XIV concerns amendments to the Declaration.

14.01 Amendment.

- (a) Before the First Close of Escrow of a Lot, and subject to the consent of the First Mortgagee, if any, Declarant may unilaterally amend this Declaration (subject to the Article entitled "*Mortgagee Protection*") by recording an instrument of amendment with the County Recorder's Office.
- (b) After the First Close of Escrow of a Lot, this Declaration may only be amended in the following ways (and subject to the Article entitled "*Mortgagee Protection*"):
 - (1) If there is only one Membership Class, approval by at least sixty-seven percent (67%) of Members other than Declarant, and by at least sixty-seven percent (67%) of the Total Voting Power, including Declarant; and either i) an instrument signed by two (2) Association officers certifying that the amendment was approved by at least sixty-seven percent (67%) of Members other than Declarant, and also approved by at least sixty-seven percent (67%) of the Total Voting Power, including Declarant; or ii) an instrument signed by all Owners representing the required approval, including the Members other than Declarant and the Total Voting Power, including Declarant.
 - (2) If Class B Membership exists, approval by at least sixty-seven percent (67%) of the Members of each Class, and either i) an instrument signed by two (2) Association officers certifying that the amendment was approved by sixty-seven percent (67%) of the Members of each Class; or ii) an instrument signed by all Owners representing the required vote of each Class.
- (c) Any amendment shall be signed by two (2) Association officers certifying that the amendment was approved by the required vote and must be properly recorded in the County Recorder's Office.
- (d) The percentage of Owners needed to amend this Declaration may not be less than the percentage of affirmative votes prescribed for action to be taken under the relevant provision.
- (e) An Owner or the Association may petition the Superior Court for an order reducing the percentage of affirmative votes needed to amend this Declaration (pursuant to Civil Code Section 4275, or any successor statutes).
- (f) While the Declarant holds or directly controls at least twenty-five percent (25%) of the votes, any proposed amendment to any Governing Documents shall comply with Business and Professions Code Section 11018.7.
- (g) No amendments to any provisions in this Declaration including, but not limited to, the Article entitled "*Enforcement and Dispute Resolution*" or other Governing Documents which specifically benefit or otherwise relate to the Declarant as developer, shall be made without the written consent of the Declarant.

- (h) An amendment for the purpose of correcting technical errors, clerical mistakes, for clarification, or to conform this Declaration to the rules, regulations or requirements of the VA, FHA, FNMA, Ginnie Mae or Freddie Mac shall not be construed as a material change to the Governing Documents and may be made upon a majority vote of the Board of Directors without vote of the Membership.

- (i) Subject to Business and Professions Code Section 11018.7, notwithstanding any other portion of this Section, for so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration by recording an instrument in writing, signed by Declarant, without the consent of the Association or any other Owner, provided that such amendment is made in order to i) conform this Declaration to the requirements of the BRE, VA, FHA, FNMA, FHLMC, or any other governmental entity; or ii) supplement or amend this Declaration with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under the Right to Repair Act at Division 2, Part 2, Title 7 (commencing with Section 895) of the California Civil Code.

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ARTICLE XV

ENFORCEMENT AND DISPUTE RESOLUTION

Article XV provides methods for enforcement and for resolving any claims and Disputes between Owners, the Association, and/or Declarant.

15.01 **Enforcement of Governing Documents.**

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents.

15.02 **Enforcement Between Association and Owner.**

Any dispute between the Association and an Owner involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the Governing Documents, shall, as may be required, be submitted to the procedures set forth in California Civil Code Sections 5900, *et seq.*, and 5925, *et seq.*

This Section shall not be applicable to (a) those governed Disputes between the Association and Owner relating to the imposition or collection of Assessments, or (b) those subject to the Right to Repair Law, or California Civil Code Section 6000, *et seq.* (the "Calderon Act").

15.03 **Failure Not a Waiver.**

The failure of any Owner, the Board, the Association or its officers or agents to enforce any of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter. No such failure shall result in or impose any liability upon the Board, or any of its officers or agents. Waiver or attempted waiver of any provision of this Declaration or the Association's other Governing Documents with respect to any Lot shall not be deemed a waiver thereof as to any other Lot, nor shall the violation of any provision hereof or thereof in respect to any Lot or Lots affect the applicability or enforceability of any provision of this Declaration in respect of any other Lot. A waiver of any enforcement right shall be only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular covenants, condition or restriction contained herein which is expressly set forth as being waived in such writing.

15.04 **Discipline for Breach.**

After notice and a hearing a provided in herein, the Board may do the following:

- (a) **Suspend Rights.** Suspend an Owner's voting rights and/or the right to use the Common Area (other than the right of ingress and egress to the Owner's Lot): (i) for the period during which any Assessment, including any monetary penalty against such Owner's Lot, remains unpaid and delinquent, and (ii) for a period not to exceed thirty (30) days, or for as long as the violation continues for any other infraction of this Declaration, the Bylaws or the published Rules and Regulations of the Association committed by any Owner, or such Owner's guests, servants, family members, tenants or invitees.
- (b) **Impose Monetary Penalties.** Impose a monetary penalty on any Owner in such amounts as determined by the Board and as more fully described in a schedule of monetary penalties set forth in the Rules and Regulations adopted and amended by the Board, for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. The Board shall distribute to the Members, by personal delivery or first class mail, a copy of the schedule of monetary penalties adopted by the Board. Subject to other provisions herein, the Association and the Board shall have the same rights and remedies, including lien, foreclosure, late charge and interest rights, or seeking judicial enforcement for the enforcement and collection of monetary penalties as they have for the enforcement and collection of Assessments and any monetary penalty provided for herein shall be deemed to be a Special Assessment. Any infraction or violation of an ongoing nature shall subject the violating Owner to a continuing monetary penalty which may be assessed on a daily basis until the infraction or violation in question has been remedied.
- (c) **Judicial Relief.** Seek judicial relief for the failure to comply with and/or for any violation of the Governing Documents committed by such Owner, or such Owner's guests, servants, family members, tenants or invitees. In a situation where injury to persons or property is immediately threatened, the Board may seek judicial relief without first complying with the notice and hearing provisions of herein.
- (d) **Limitation on Enforcement Remedies.** Except for the remedies provided in this Section, or as a result of a judgment or decree of a court or a decision arising out of arbitration or mediation or a foreclosure or sale under a power of sale based on the failure of an Owner to pay assessments duly levied by the Association as provided hereinafter, the Association does not have the power or authority to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the Owner's Lot if the Owner does not comply with provisions of the Governing Documents.

15.05 **Notice and Hearing.**

- (a) **General Provisions.** The Board shall have the right to establish the Rules and Regulations for providing an Owner a hearing for an alleged violation of this Declaration, the Bylaws or the Association's Rules and Regulations where such Owner may have such Owner's voting rights or common area privileges suspended and/or have a monetary penalty imposed. Such Rules or Regulations established and maintained by the Board shall be fair and reasonable, as required pursuant to California Corporations Code section 7341, and shall comply with Civil Code section 5855.

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- (b) **Procedures.** Notice and a hearing regarding monetary penalties, suspension of privileges, and any other disciplinary measures taken under this Declaration or the Association's other Governing Documents shall be accomplished as follows:
- (i) **Right to be Heard.** The Owner being penalized shall be given an opportunity to be heard, either orally or in writing, at an executive session Board meeting;
 - (ii) **Notice.** Notice of the hearing shall be given either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records at least ten (10) days prior to the hearing. The notice shall contain, at a minimum, the date, time and place of the hearing, the nature of the alleged violation, the proposed monetary penalty or sanction, and a statement that the Owner has the right to attend the hearing and to address the Board at the hearing;
 - (iii) **Procedure for Hearing.** At the hearing, the Owner so charged shall have the right to be heard by the presentation of oral or written evidence and arguments. If the Owner fails or refuses to attend the hearing, the Board may decide the matter in such Owner's absence;
 - (iv) **Decision of Board.** Following the hearing, the Board shall decide whether the Owner shall in fact be penalized or sanctioned or assessed for damages, as applicable;
 - (v) **Notice of Decision.** Within fifteen (15) days of the hearing, the Board shall notify the Owner of its decision and the reasons therefore, either by personal delivery or first-class mail to the most recent address of the Owner as shown on the Association's records.

15.06 **Remedies Cumulative.**

Each remedy provided for by this Declaration for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein shall be in addition to any other available remedy, whether provided for by law or in equity, and all of such remedies whether provided for by this Declaration or otherwise shall be cumulative and not exclusive. In addition, except for the nonpayment of any Assessments provided for herein, it is hereby expressly stipulated that the remedy at law to recover damages for the breach or violation of this Declaration and/or the Association's other Governing Documents is inadequate and that appropriate relief shall be awarded to enjoin any such breach or violation.

15.07 **Joint and Several Liability.**

In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Declaration shall be joint and several.

15.08 **Special Provisions Applicable to Resolution of Construction Defect Disputes: Declarant's Election to "Opt In" to Statutory Pre-Litigation Procedures.**

- (a) **Notice of Procedures for Actions for Construction Defects.** The Property is subject to Title 7 of Part 2 of Division 2 of the California Civil Code (commencing with Section 895) (the "Right to Repair Act"). The procedures established by the Right to Repair Act impact the Owners' and Association's legal rights.
- (b) Declarant has elected to engage in the non-adversarial pre-litigation procedures set forth in Chapter 4 of the Right to Repair Act (California Civil Code §§ 910 through 938, inclusive). If such non-adversarial pre-litigation procedures fail to resolve a Dispute governed by the Right to Repair Act, such Dispute shall be resolved in accordance with the binding general arbitration procedures set forth herein.

15.09 **Resolution of Construction Defect Disputes Against Declarant.**

- (a) The Association shall not initiate any claim against Declarant except with the vote or written assent of the Members holding more than seventy-five percent (75%) of the voting rights of Class A Members, if two classes exist, or, if only one class exists, more than seventy-five percent (75%) of the voting rights of all Members other than Declarant. Declarant, and its representatives on the Board of the Association, shall have no control over the issue to decide whether to initiate a claim under such statutory provisions. Prior to voting to pursue such a claim, the Board shall inform the Members of alternatives to remedy the deficiencies without litigation and of potential adverse consequences of litigation.
- (b) If a Dispute between the Association and Declarant is not resolved despite the proceedings set forth in Civil Code Section 6000, further litigation shall comply with all of the requirements of Section 6150 of the Civil Code.
- (c) Upon resolution of a Dispute subject to Civil Code Section 6000, the Association shall disclose to its Members all of the matters specified in Section 6100 of the Civil Code.

15.10 **Submission of All Disputes Involving Declarant, Including Construction Defect Disputes, to Arbitration.**

AGREEMENT TO ARBITRATE AND WAIVER OF JURY TRIAL

NOTICE: ANY DISPUTE BETWEEN THE ASSOCIATION OR ANY OWNER OR BOTH AND THE DECLARANT, ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION ENTITLED "ARBITRATION OF DISPUTES" PROVISION, SHALL BE DECIDED BY NEUTRAL BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE CALIFORNIA ARBITRATION ACT TO THE EXTENT THE CALIFORNIA ARBITRATION ACT IS NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT. THE ASSOCIATION, OWNER AND DECLARANT, ARE GIVING UP ANY RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL AND ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION.

- (a) Agreement to Arbitrate. Association, Owner and Declarant shall resolve any dispute, including, without limitation, a dispute about design, condition, use, physical or bodily injury, or a dispute arising out of development or construction defect claims in the design or construction of the Property or Improvements (regardless of whether the claim is based upon common law, statutory law, including any claim covered by Civil Code Section 895 *et seq.*) not resolved through the above described mediation procedure, through binding arbitration in the county in which the Property is located. This arbitration provision shall be binding on and enforceable by every Owner, the Association, Declarant and Declarant Parties. Alternatively, Owner/ Association, Declarant or Declarant Parties may elect to resolve such disputes through a small claims court proceeding, in which case the party filing the small claims action will have waived the right to any relief in excess of the jurisdiction of the small claims court.
- (b) Federal Arbitration Act. As many of the materials and products used in the constructed on the Property are manufactured in other states, the development and conveyance of the Property evidences a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §1, *et seq.*) and the California Arbitration Act shall govern the interpretation and enforcement of this arbitration provision to the extent the California Arbitration Act is not inconsistent with the Federal Arbitration Act. To the extent any state law, ordinance or regulation is inconsistent with the rules of the arbitration service under which the arbitration is held, the rules of the arbitration service shall govern the arbitration proceeding.
- (c) JAMS. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules & Procedures ("Rules"). If JAMS is not in existence, then the arbitration shall be conducted by ADR Services, Inc. in accordance with its rules ("Rules"). If there is a conflict between the Rules and the provisions of this Section, the provisions of this Section shall apply.
- (d) Advancement of Expenses. All fees charged by the arbitrator and the arbitration provider to initiate the arbitration shall be advanced by Declarant. If Declarant is the prevailing party in the arbitration, the arbitrator may direct Owner/Association, as applicable, to reimburse Declarant for up to fifty percent (50%) of the arbitration fees advanced by Declarant within sixty (60) days after the final arbitration award.
- (e) Qualifications of Arbitrator. The arbitrator shall be neutral and impartial and shall be either a retired judge or a member or former member of the California State Bar with at least ten (10) years' experience with substantial experience in the type of matter in dispute and with a strong emphasis on the laws governing real estate matters, especially those dealing with residential real estate development and construction. The arbitrator shall not have any relationship to the parties to the dispute or any interest in the Property.
- (f) Appointment of Arbitrator. The arbitrator to preside over the dispute shall be selected no later than sixty (60) days after a notice of claim is filed, and may be challenged by any party for bias.
- (g) Participation by Other Parties. Declarant or Owner or Association, to the extent any such party is defending a claim in the arbitration, may, if it chooses, have all necessary and appropriate parties included as parties to the arbitration.
- (h) Venue. The arbitration shall be conducted in the county where the Property is located unless the parties agree to some other location.

- (i) **Time of Commencement.** The arbitration process shall commence promptly, within the time provided by the arbitration agreement or by the rules of the arbitration provider. If no such date is provided by the arbitration agreement or rules, then the process shall commence on a date agreed upon by the parties or determined by the arbitrator.
- (j) **Rules of Law.** The arbitrator must follow California substantive law, including statutes of limitations and the provisions of Title 7 of Division 2 of Part 2 of the California Civil Code, sections 895 through 945.5, including all future amendments thereto, but may receive hearsay evidence.
- (k) **Discovery.** The parties to the proceeding shall be entitled only to reasonable discovery, of only the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the dispute, including but not limited to, destructive or invasive testing; and (vi) trial briefs. Such parties shall also be entitled to conduct further tests and inspections as provided in subparagraph (e) above. Any other discovery provided for in the California Code of Civil Procedure shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the proceeding. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.
- (l) **Motions.** The arbitrator shall have the power to hear and dispose of motions, including motions relating to provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary adjudication motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summarily issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense. Notwithstanding the foregoing, if prior to the selection of the arbitrator, as provided herein, any provisional remedies are sought by the parties to the dispute, such relief may be sought in the Superior Court of the County in which the Project is located. The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.
- (m) **Remedies.** The arbitrator is authorized to provide all recognized remedies available in law or equity for any cause of action that is the basis of the proceeding or hearing, except that the award of punitive damages shall be prohibited.
- (n) **Timely Completion and Award.** The arbitration process shall be concluded in a prompt and timely manner, including the issuance of any decision or ruling following the proceeding or hearing. The arbitrator's award shall contain findings of fact and conclusions of law to the extent required by law if the case were tried to a judge. The decision of the arbitrator shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.
- (o) **Attorneys' Fees and Costs.** Each party shall bear its own attorneys' fees and costs (including expert witness costs) in the arbitration.
- (p) **Judgment and Appeal.** The arbitrator's award upon all of the issues considered by the arbitrator is binding upon the Parties, and upon filing of the award with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. Upon entry of judgment, the arbitration award shall be appealable as a judgment rendered by the court.

- (q) Participation in Judicial Proceeding. The initiation of or participation by any party in any judicial proceeding concerning this arbitration provision or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration provision, and notwithstanding any provision of law to the contrary, shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration provision.

- (r) Standing. Declarant and Declarant Parties shall have the right to enforce the provisions of this Article regardless of whether Declarant or Declarant Parties hold any right, title or interest in and to the Property or any portion thereof.

- (s) Severability. In the event that any phrase, clause, sentence, section, article or other portion of this Article shall become illegal, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, void or against public policy, the remaining portions of this Article shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

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ARTICLE XVI

POWER OF ATTORNEY TO DECLARANT

Article XVI gives Declarant, as the developer of the Project, the power of attorney to prepare and execute documents which may be necessary by the title insurance company and or any governmental authorities, to complete the development of this Project.

16.01 Power of Attorney to Declarant.

- (a) Each Owner of a Lot, by accepting a Grant Deed to a Lot, shall be deemed to have agreed to constitute and irrevocably appointed Declarant, for so long as Declarant owns all or any portion of the Property, as such Owner's Attorney-in-Fact, for such Owner and each of such Owner's Mortgagees, optionees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns, whether voluntary or involuntary, and thereby to have conveyed a power of attorney coupled with an interest to Declarant as his attorney-in-fact in connection with any modification to the development plans for all or any portion of the Property. Based on the foregoing, each Owner further acknowledges and agrees that this irrevocable power of attorney is "coupled with an interest" and, pursuant to Section 2356 of the California Civil Code, may not be terminated by (i) the Owner's revocation of such power of attorney, (ii) Owner's death or (iii) Owner's incapacity to contract. Subject to the limitations and restrictions set forth herein, Declarant shall have the right and power as a duly authorized attorney-in-fact to perform any of the following actions:
- (1) To (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (2) To prepare, execute, acknowledge and record any map or record of survey affecting the Property required or permitted by the provisions of the California Subdivision Map Act or any other law, ordinances or rules or regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities, (2) appear before any such governing authorities and (3) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (3) To prepare, execute, acknowledge and file for approval any application for zoning or setback changes or lot line adjustments, or variance or conditional use permits or any other permits or reports required or permitted by any law, ordinances or rules and regulations of any governing authority having jurisdiction over the Property, or which may be required or permitted by any title insurer, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;

- (4) To make applications for any property reports or public reports, or amendments thereto, or exemption from the requirements therefore required or permitted by federal and state statutes or rules and regulations relating to the sale, lease, transfer or other disposition of subdivided lands, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by any applicable governing authorities and (2) execute, acknowledge and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations;
 - (5) To deliver any public reports or property reports, or amendments thereto, obtain receipts and offer and administer rescission rights required by law;
 - (6) To prepare, execute, acknowledge and file for approval any registration or application for any permit, approval, exemption, ruling or entitlement, which registration or application is required or permitted pursuant to any applicable law or regulation in effect as of the date of the recording of this Declaration, and as hereafter enacted or amended by any applicable governing authority, and, in connection therewith, to (1) perform all conditions, undertake any obligations and execute all agreements and documentation required or permitted by such governing authority and by any such laws and regulations, (2) appear before any such governing authority, (3) execute and deliver any improvement agreements and bonds, and post deposits securing the performance of any such conditions and obligations and (4) do all other things now or thereafter permitted or required by any such governing authority and any such laws and regulations; and
 - (7) To prepare, execute, acknowledge and record any deeds, waivers, releases, reconveyances or other documentation which may be permitted or required to clear title to any constructed or unconstructed Lots in the Property.
- (b) The acceptance or creation of any Mortgage or other encumbrance whether or not voluntary, created in good faith, or given for value, shall be deemed to be accepted or created subject to each of the terms and conditions of the Power of Attorney described in this Section.

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ARTICLE XVII

MISCELLANEOUS PROVISIONS

Article XVII covers miscellaneous issues not addressed elsewhere in the Declaration.

17.01 Term of Declaration.

This Declaration shall continue in full force and effect until a declaration of termination is recorded, satisfying the requirements of an amendment to this Declaration.

17.02 Notices.

Any approval, disapproval, demand, document or other notice which Declarant, the Association, or any Owner may desire to give to another party must be in writing and may be given either by i) personal delivery; ii) by United States mail which shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the mail, first class or registered, postage prepaid, addressed to the person to be notified; or iii) by any other method provided by Civil Code Sections 4040, 4045 and 4050.

17.03 Partial Invalidity.

If any term, condition, provision or other portion of this Declaration is declared invalid or in conflict with any relevant law, the validity of the remainder of this Declaration will remain in full force and effect.

17.04 Number.

As required by the context of this Declaration, a singular grammatical reference includes the plural application.

17.05 Attorneys' Fees.

In the event of any controversy or claim respecting this Declaration, or in connection with the enforcement of this Declaration, the prevailing parties shall be entitled, in addition to all expenses, costs, and damages, to reasonable attorneys' fees incurred after the filing of a lawsuit.

17.06 Disclosures.

- (a) Declarant does not in any manner guarantee or warrant that the Property will be soundproof or insulated to any particular degree from noise or sound emanating from within or without the Property, including noise or sound emanating from Lots, heating, ventilation air conditioning systems, plumbing, Common Area, garages, etc.

17.07 **Declarant's Rights After Sale of All Lots in the Project.**

For a period of ten (10) years after the close of escrow for the sale of the last Lot in the Project covered by a Final Subdivision Public Report, in addition to Declarant's rights as an Owner and a Member, Declarant shall have the following rights:

- (a) Access to and the right to inspect the Association books and financial records;
- (b) Access to and the right to inspect the Association's maintenance records;
- (c) Right to receive copies of the minutes of the meetings of the Board of Directors and meetings of the Members, upon request and payment of the actual costs to copy and distribute such records; and
- (d) Right to inspect all Common Areas of the Property upon three (3) days' notice to the Association and, within its sole discretion, be entitled to cure any defect, whether or not the Association or any Owner has complained of such defect. During said period, the Board shall use its best efforts to obtain the consent of all Owners, upon three (3) days' notice, to inspection of Lots by Declarant for the sole purpose of discovering and repairing structural defects. Refusal by an Owner to allow inspection, or failure of the Board to attempt in good faith to obtain owner consent for inspection of Lots, may be deemed a failure to mitigate damage in the event of a defect as defined in Section 896 of the California Civil Code which could have been avoided through preventive maintenance. The purpose of this right of inspection is to allow Declarant to repair defects at an early stage before substantial damage has occurred. Nothing set forth herein shall obligate Declarant to perform any inspection or repair, nor shall this Section be deemed to increase Declarant's legal obligations to Owner/Association.

17.08 **Supremacy of Legislation.**

The provisions of this Declaration are automatically supplemented and superseded by any state or federal enactment, and judicial interpretations of laws, affecting common interest developments. Any reference to a specific Code section in this Declaration is also a reference to future amendments thereof and to any successor statutes. The terms of this Declaration shall be deemed automatically amended to conform to such future changes in Code sections without necessity for recording any such amendment.

17.09 **No Enhanced Protection Agreement.**

In no event shall any of the provisions contained within the Governing Documents, other documentation, representations or warranties provided by Declarant or its agent to Owner be construed, interpreted or understood to be an "enhanced protection agreement" ("EPA") under California Civil Code Section 901 unless Declarant otherwise expressly states that such document, representation, or warranty constitutes an EPA under said section of the Civil Code.

17.10 **Changing the Project Marketing Name.**

The Project shall be marketed under the name TELEGRAPH HOMES. Declarant may at Declarant's sole discretion, change the marketing name of the Project upon notification to the BRE.

17.11 **Deadlines.**

Unless specifically indicated otherwise herein, all references to time periods or deadlines measured in days will be calculated based on calendar days, not business days.

17.12 **Exhibit "E" Subject to Exhibit "D".**

The provisions stated in the attached Exhibit "E" – Maintenance Responsibilities for Common Structures are subject to the attached Exhibit "D" – HOA Maintenance Areas. If there is any conflict between the provisions of Exhibit "D" and Exhibit "E", the provisions of the attached Exhibit "D" shall prevail.


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IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration for Tract No. 74254.

"Declarant"

FLORENCE-MCKINLEYDCF TELEGRAPH, L. P.
a Delaware limited partnership

by: TELEGRAPH HOMES LLC
its: General Partner

X 
by: TONY ABBLOUD
its: Manager Member

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 LOS ANGELES) ss.

On JUNE 26, 2018, 2018, before me, Carmina Amezcua,

Notary Public, personally appeared:

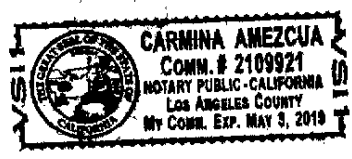
TONY ABBLOUD

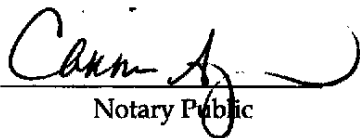
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

(SEAL)




Notary Public

SUBORDINATION BY LIENHOLDER

Pacific Alliance Bank, as Beneficiary under the following Deed of Trust which covers the real property described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Telegraph Homes – Tract No. 74254 ("Declaration") to which this instrument is attached, hereby subordinates the lien of said Deed of Trust to the recording of this Declaration, and agrees that the lien(s) of said Deed of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest. The signing of this Subordination by Lienholder shall not constitute said Lienholder's subordination to any future Assessment liens.

Deed of Trust recorded on May 10, 2017 as Instrument No. 20170521463, of the Official Records of the Los Angeles County Recorder.

Pacific Alliance Bank

X Paul Yuen
By: Paul Yuen
its: SVP

X Robert Lin
By: ROBERT LIN
its: EVP

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 Los Angeles) ss.

On July 6, 2018, before me, Esther Chi Ying Chang
Notary Public, personally appeared:

Paul Yuen and Robert Lin
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.

(SEAL)



Esther Chi Ying Chang
Notary Public

EXHIBIT "A"

PROPERTY

Lots 1 through 11, inclusive, Lots 33 through 39, inclusive, of Tract No. 74254, in the City of Downey, State of California, as per Map recorded in Book 1404, Pages 36 through 38, inclusive, of Maps, in the Office of the County Recorder of Los Angeles County.

EXHIBIT "B"

COMMON AREA LOT

Lot A of Tract No. 74254, in the City of Downey, State of California, as per Map recorded in Book 1404, Pages 36 through 38, inclusive, of Maps, in the Office of the County Recorder of Los Angeles County.

EXHIBIT "C"

ADDITIONAL PROPERTY

Lots 12 through 32, inclusive, and Lot A of Tract No. 74254, in the City of Downey, State of California, as per Map recorded in Book 1404, Pages 36 through 38, inclusive, of Maps, in the Office of the County Recorder of Los Angeles County.

EXHIBIT "D"

HOA MAINTENANCE AREAS

UNIT COMPONENT	ASSOCIATION RESPONSIBILITY
Balcony Flooring	Maintain, repair and replace
Front door - exterior surfaces	Paint, stain or waterproof surface
Front door - exterior casing	Maintain, repair and replace
Garage door - exterior surface	Paint, stain or waterproof surface
Garage door casing	Maintain, repair and replace
All first floor light fixtures with bulbs	Maintain, repair and replace
Exterior stucco, molding and trim	Maintain, repair and replace
Exterior vents for plumbing and appliances (excluding washer/dryer duct	Maintain, repair and replace
Rain gutters and downspouts	Maintain, repair and replace
Landscaping - planters, grass, and irrigation.	Maintain, repair and replace
Hardscape - sidewalk, block walls, and curbs	Maintain, repair and replace
Roof and scuppers	Maintain, repair and replace

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EXHIBIT "E"

MAINTENANCE RESPONSIBILITIES FOR COMMON STRUCTURES

- (a) **In General.** Attached Dwellings have "common foundation systems" and "common wall systems" (singularly referred to as a "Common Structure" and collectively referred to as "Common Structures"). A common foundation is a foundation which is built as a common part of the original construction of the Dwellings, if the portion of the foundation underlying each Dwelling is joined at the boundaries of the two Dwellings. A common wall is a wall which is built as a common part of the original construction of the Dwellings, if the portion of the wall enclosing each Dwelling is joined at the boundaries of the two Dwellings.
- (b) **General Rules of Law Apply.** To the extent not inconsistent with the provisions of the Declaration to which this Exhibit "E" is attached, the general rules of law shall apply regarding Common Structures and liability for damage due to negligence or willful acts or omissions.
- (c) **This Exhibit Subject to Exhibit "D".** The provisions stated in this Exhibit are subject to the attached Exhibit "D" – HOA Maintenance Areas. If there is any conflict between these provisions and the provisions of the attached Exhibit "D", the provisions of Exhibit "D" shall prevail.
- (d) **Repair, Maintenance and Replacement of Common Structures.**
- (1) Each Owner shall have the right to repair, maintenance or replacement of the portions of the Common Structures affecting his Dwelling. The cost of reasonable repair, maintenance and replacement of the Common Structures shall be shared by the Owners who have use of such Common Structures in accordance with subsection (d) below; provided, however, each Owner shall be solely responsible to maintain, repair and replace: (i) the interior surfaces of the Common Structures within such Owner's Dwelling; (ii) any plumbing or other utilities which service only the Owner's Dwelling regardless of whether the plumbing or utilities are located within Common Structures; (iii) any damage caused to the Common Structures by such Owner or the occupants, guests or invitees of his Dwelling; (iv) any damage to Common Structures which clearly affects only one Dwelling as determined by a licensed contractor, as appropriate for the repair or replacement of the foundation or wall ("Licensed Contractor"); and (v) any damage to any portions of any improvements which were added to the Common Structures as originally constructed by the Declarant (e.g. room or patio additions which increase the total square footage of the foundation), any such additional improvements are referred to as "Additions."
- (2) If the cost for repair, maintenance or replacement is to be shared by both Owners of the attached Dwellings in accordance with subsection (d) below, the Owner initiating the repair, maintenance or replacement of a Common Structure shall: (i) provide at least fifteen (15) days written notice to the other Owner of such intended maintenance, repair and replacement and the estimated cost thereof as set forth in a bid for the work; and (ii) provide the other Owner with an opportunity to obtain separate bids for the work to be completed. Unless the Owners of both Dwellings agree, the Licensed Contractor with the lowest bid shall be used for the work and a Common Structure shall be repaired rather than replaced when repair is a feasible alternative as determined by a Licensed Contractor.

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EXHIBIT "E"

MAINTENANCE RESPONSIBILITIES (Continued)

- (3) In the event of an emergency situation, an Owner may affect the repair or maintenance (but not a replacement) of a Common Structure without the notice and bid requirements set forth in this subsection. For purposes of this subsection, an emergency situation is defined as a situation when a repair or maintenance is immediately necessary to protect either Dwelling from immediate further damage.
- (e) **Allocation of Costs.** Except as specifically stated otherwise herein, the cost of maintenance, repair, replacement or reconstruction of a Common Structure shall be allocated as follows:
- (1) **Entire Common Structure.** In the event the entire Common Structure needs to be maintained, repaired, replaced or reconstructed, the cost thereof shall be allocated between both Owners of the attached Dwellings upon the basis of the ratio of the square footage of the portion of the Common Structure (i.e. foundation) which covers a Dwelling to the total square footage of the aggregate of the Common Structure covering both Dwellings. For purposes of allocating costs for maintenance, repair, replacement or reconstruction of a Common Structure, the total square footage of the aggregate of the Common Structure shall exclude the square footage of any Additions. For example, the common foundation system and the common wall system shall include only the original square footage of the foundation and wall as they were originally constructed by Declarant.
- (2) **Portion of Common Structure.** In the event a portion of the Common Structure needs to be maintained, repaired, replaced or reconstructed, the cost thereof shall be allocated between both Owners of the attached Dwellings upon the basis of the ratio of the square footage of the portion of the Common Structure (i.e. foundation) covering a Dwelling which needs to be maintained, repaired, replaced or reconstructed to the total square footage of the aggregate of the Common Structure covering both Dwellings which needs to be maintained, repaired replaced or reconstructed.
- (f) **Change to Exteriors.**
- Painting.** An Owner shall not repaint those portions of the exterior of his Dwelling which are visible from a public street to other than the original color unless: (i) the Owners for both Dwellings approve the change in color and (ii) all portions of the exterior of the attached Dwellings which are visible from a public street are repainted at the same time and in the same color. An Owner shall be required to repaint only if the exterior of his Dwelling is in disrepair and painting is necessary to maintain his Dwelling in good condition. Each Owner shall bear the costs of repainting his respective Dwellings.

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EXHIBIT "E"

MAINTENANCE RESPONSIBILITIES (Continued)

(g) Damage and Destruction.

- (1) **Common Structures.** If a Common Structure is destroyed or damaged by fire or other casualty, the Owners who have use of the Common Structure shall contribute to the costs to restore it in accordance with subsection (d) above; this provision does not prevent an Owner from requiring a larger contribution from the other Owner pursuant to any rule of law regarding liability for negligent or willful acts or omissions.
- (2) **Dwelling.** In the event one or both of the attached Dwellings is (are) damaged or destroyed, such Dwelling(s) shall be reconstructed, and the Owner(s) of such Dwelling(s) shall cause the reconstruction to be performed diligently from the commencement thereof, and the reconstruction shall be completed within a reasonable time.

In the event one of the attached Dwellings is destroyed and reconstruction of such Dwelling does not commence within sixty (60) days ("Destroyed Dwelling"), the Owner of such Dwelling shall immediately undertake steps to: (i) abate any unsightly or dangerous conditions in the Dwelling; (ii) restore the Dwelling to a clean and attractive condition; and (iii) pay for the restoration of the remaining portions of the Common Structures to ensure that they are functional and in conformance with architectural standards and guidelines in which event such structures shall no longer be deemed Common Structures. In such event, subject to the right of the Owner of the Destroyed Dwelling to rebuild at a later date as described in the following paragraph, the Owners for both Dwellings shall reasonably grant a variance to the Owner of the remaining Dwelling to permit a detached Dwelling with an independent foundation and wall system and maintain support and the foundation is saw-cut, if necessary.

If at a later date the Destroyed Dwelling is to be rebuilt, the Owner reconstructing the Destroyed Dwelling may, subject to the prior approval of the Owners for the other Dwelling, reattach the wall on his Dwelling to the wall of the adjoining Dwelling, provided he makes all necessary modifications to the wall of the adjoining Dwelling to prevent any damage to such Dwelling and the reconstruction is in accordance with all applicable local and governmental codes and regulations. Upon reattachment, the wall shall be deemed a Common Structure.

- (h) **Weatherproofing.** An Owner who by his act causes a Common Structure to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

79

EXHIBIT "E"

MAINTENANCE RESPONSIBILITIES (Continued)

- (i) **Encroachment Easements.** Declarant hereby reserves to the Owner of each Dwelling sharing Common Structures, easements, appurtenant to each such Dwelling, over, under, upon and across the adjoining Dwelling for the purpose of accommodating any encroachments due to engineering errors, errors in original construction, settlement or shifting of any building, or any other cause. There shall be valid easements for the maintenance of such encroachments as long as they shall exist, and the rights and obligations of the Owners shall not be altered in any way by such encroachments, settlement or shifting; provided, however, that an easement is not reserved hereby for any encroachment which may occur due to the willful misconduct of the other Owner. Each Owner of Common Structures agrees that in the event any portion of a Dwelling sharing Common Structures is partially or totally destroyed and then repaired or rebuild, unintentional minor encroachments affecting the adjoining Dwelling shall be permitted and there shall be a valid easement for the maintenance of such encroachments so long as they shall exist.

- (j) **Maintenance, Repair and Reconstruction Easements.** Declarant hereby reserves to the Owner of each Dwelling sharing Common Structures, easements, appurtenant to each such Dwelling, over, under, upon and across the adjoining Dwelling for purposes of providing: (i) access, only to the extent necessary, for maintenance, repair and reconstruction of the Owner's Dwelling including any Common Structures and (ii) support of the Common Structures.

- (k) **Owner's Insurance.** Each Owner shall procure and maintain a "special form fire hazard" insurance policy with an endorsement for "replacement costs" that shall cover both interior and exterior structure, with a reasonable deductible. A certificate of insurance evidencing the insurance policy with the endorsements required in this subsection shall be delivered by each Owner to the Owner of the adjoining attached Dwelling on an annual basis. Each Owner shall provide to the Owner of the adjoining attached Dwelling written notice of cancellation or reduction of coverage amount of the insurance policy required pursuant to the subsection, not less than thirty (30) days prior to the effective date of cancellation or reduction of coverage amount of the policy.

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EXHIBIT "E"

MAINTENANCE RESPONSIBILITIES (Continued)

- (l) **Dispute Resolution.** In the event of a dispute between Owners of attached Dwelling arising in connection with the Common Structure or the provisions of the Supplemental Restrictions, each Owner shall have the right to enforce by any proceeding at law or in equity against the Owner of the adjoining attached Dwelling all covenants imposed by the Supplemental Restrictions. In connection with any such action, each Owner shall be entitled to recover such Owner's attorneys' fees and costs as so ordered by the court. Prior to commencement of any such action, written notice of the violation shall be given to the defaulting Owner. Failure of any Owner to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter. Notwithstanding the foregoing, the Owners shall consider, as a forum for resolving their dispute, the use of such alternative dispute resolution procedures such as arbitration or mediation. If the Owners are unable to agree on such alternative forum, the Owners shall pursue their legal or equitable remedies through the court system.
- (m) **Mechanic's Liens.** An Owner of an attached Dwelling shall not permit to be placed against the adjoining Owner's Dwelling, any mechanics', materialmen's, contractors' or subcontractors' liens arising out of the work of any maintenance, repair, replacement, restoration of Common Structures, or any other claim or demand. Each Owner shall pay or cause to be paid all said liens, claims or demands before any action is brought to enforce the same against the adjoining Owner's Dwelling. Each Owner agrees to indemnify, protect, defend and hold the other Owner and the other Owner's Dwelling free and harmless from all liability for any and all such liens, claims and demands together with reasonable attorneys' fees and all reasonable costs and expenses incurred.

39 NUMBERED LOTS
1 LETTERED LOT
72,489 SQ. FT.

SHEET 1 OF 3 SHEETS

TRACT NO. 74254

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 82 OF TRACT NO. 16032,
AS PER MAP RECORDED IN BOOK 354, PAGES 19 AND
20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
FOR PLANNED UNIT DEVELOPMENT PURPOSES



FILED
AT REQUEST OF OWNER
330 PM
1404
IN BOOK
210-278
AT PAGE
OF MAPS
LOS ANGELES COUNTY, CA
Register-Recorder/County Clerk
by Klopp
DATE
FEE \$ 14.00
D.A. FEE Code 20 \$ 5.00

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

Florence-McKinley DCF Telegraph, L.P.,
A Delaware limited-PARTNERSHIP, Owner

[Signature] General Partner
TITLE General Partner TITLE
Tony Aboud

NOTARY ACKNOWLEDGEMENT

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON Aug 17, 2017 BEFORE ME, Tak Yin Lau NOTARY
PUBLIC, PERSONALLY APPEARED, Aboud Tony
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES
ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF WHICH
THE PERSONS 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

SIGNATURE [Signature]
NAME OF NOTARY Tak Yin Lau
COUNTY IN WHICH COMMISSIONED Orange
DATE COMMISSION EXPIRES Apr 29, 2020
COMMISSION NUMBER # 2151065

PACIFIC ALLIANCE BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED MAY 10, 2017 AS INSTRUMENT NO. 20170521463, OFFICIAL RECORDS.

[Signature]
Roseart Lin, EVP

NOTARY ACKNOWLEDGEMENT

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON Aug 17, 2017 BEFORE ME, Tak Yin Lau NOTARY
PUBLIC, PERSONALLY APPEARED, Lin, Robert Pochou
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE
SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES
ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF WHICH
THE PERSONS 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

SIGNATURE [Signature]
NAME OF NOTARY Tak Yin Lau
COUNTY IN WHICH COMMISSIONED Orange
DATE COMMISSION EXPIRES Apr 29, 2020
COMMISSION NUMBER # 2151065

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BY: Jalisco Palomo 5-30-18
DEPUTY DATE



I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 42,150.00 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 74254 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BY: Jalisco Palomo 5-30-18
DEPUTY DATE



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN AUGUST 2016, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FLORENCE-MCKINLEY DCF TELEGRAPH L.P. ON AUGUST, 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] 08/16/2017
ERIC K. CHIANG, L.S. 6671 DATE
EXPIRES: 06/30/2018



CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF DOWNEY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT ALL PROVISIONS OF SECTION 66442 (a)(1)(2) AND (3) HAVE BEEN COMPLIED WITH.

[Signature] 2-20-2018
JAHANSHAN OSKOLI, CITY ENGINEER DATE
CITY OF DOWNEY
R.C.E. 55115, EXPIRES 6-30-2018



CONTRACT CITY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: [Signature] 10-17-2017
DAVID O. KNELL, PROFESSIONAL LAND SURVEYOR DATE
P.L.S. NO. 5301



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF DOWNEY BY MOTION PASSED ON THE 13th DAY OF February 2017, APPROVED THE ATTACHED MAP.

AND DID ALSO HEREBY ABANDON PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THAT PORTION OF THE "FUTURE ALLEY" LYING WITHIN THE BOUNDARY OF THIS MAP AND WHICH WAS SHOWN ON AND DEDICATED ON TRACT NO. 16032 AND WHICH OFFER OF DEDICATION WAS ACCEPTED BY CITY OF DOWNEY RESOLUTION NO. 1586 RECORDED JULY 14, 1965 AS INSTRUMENT NO. 3024 IN BOOK D2976 PAGE 35 OF OFFICIAL RECORDS, NOT SHOWN ON THE MAP.

[Signature] 2-22-18
Maria ALICIA DUARTE, CMC DATE
INTERIM CITY CLERK-CITY OF DOWNEY



CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF DOWNEY, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

[Signature] 2-20-2018
CITY TREASURER-CITY OF DOWNEY DATE

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N36°44'00"W OF THE CENTERLINE OF TELEGRAPH ROAD, FORMERLY KNOWN AS ANAHEIM TELEGRAPH ROAD AS SHOWN ON MAP OF TRACT NO. NO. 16032, RECORDED IN BOOK 354, PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PLANNED UNIT DEVELOPMENT NOTE

THIS TRACT IS APPROVED AS A PLANNED UNIT DEVELOPMENT PROJECT FOR 40 LOTS, WHEREBY THE OWNERS OF THE LOTS 1-39 WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS "LOT A" THAT WILL IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE LOTS.

Map

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

TRACT NO. 74254

IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES STATE OF CALIFORNIA FOR PLANNED UNIT DEVELOPMENT PURPOSES

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

() INDICATES RECORD DATA PER REFERENCE STATED.

CFR INDICATES CALCULATED FROM REFERENCE STATED.

O INDICATES MONUMENT SET AS STATED.

REFERENCES:

R1 INDICATES RECORD DATA PER TRACT NO. 16032, M.B. 354-19-20

ESTABLISHMENT NOTES:

E1 ESTABLISHED PARALLEL WITH CENTERLINE OF TELEGRAPH ROAD PER R1.

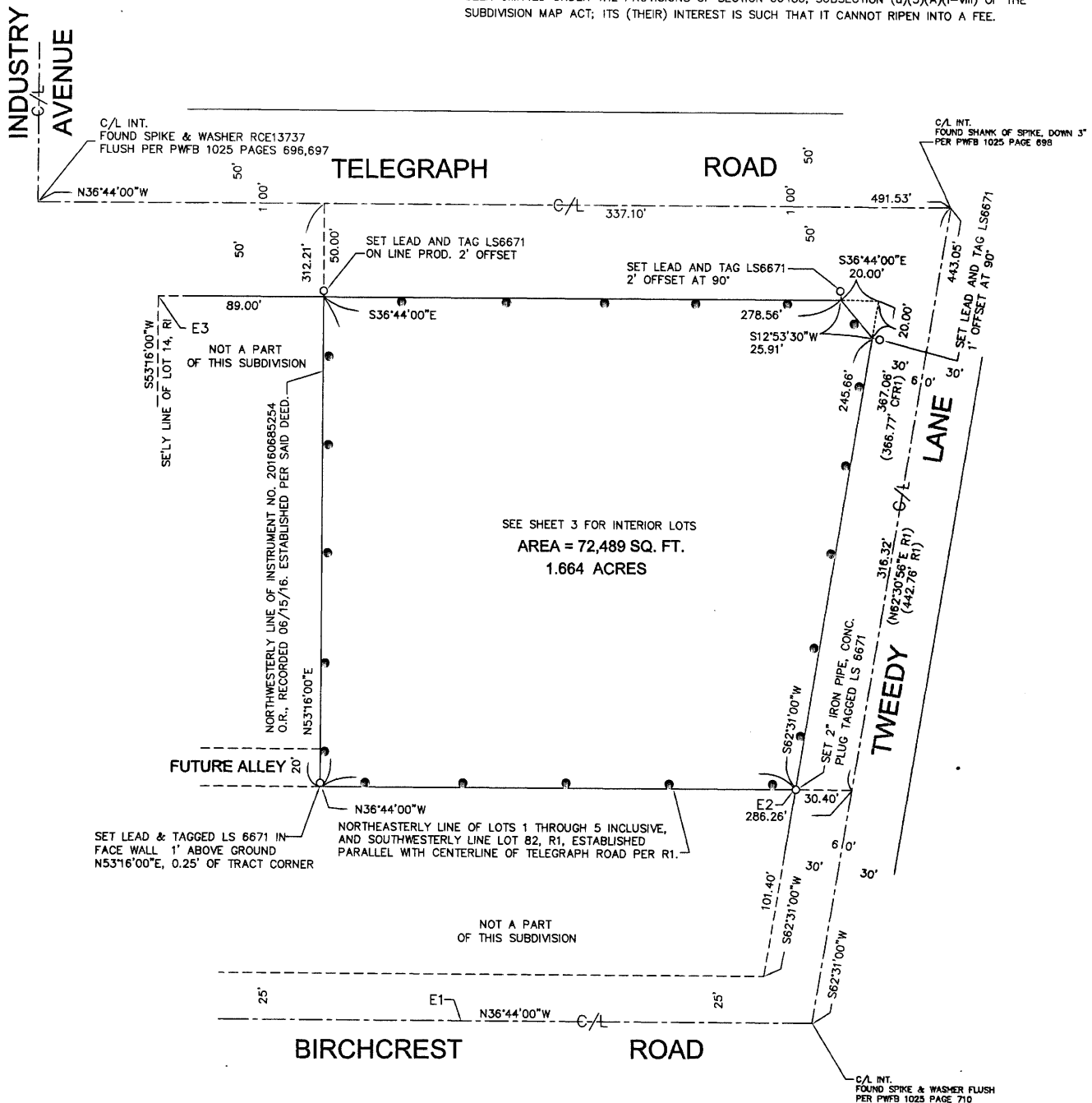
E2 MOST EASTERLY CORNER OF LOT 1 AND MOST SOUTHERLY CORNER OF LOT 82, R1, ESTABLISHED BY PROPORTION.

E3 SOUTHEAST CORNER OF LOT 14 AND NORTHEAST CORNER OF LOT 83, R1, NOTHING FOUND. ESTABLISHED BY RECORD DISTANCE FROM SE'LY PER R1.

SIGNATURE OMISSIONS

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, EASEMENT HOLDER(S) FOR PIPELINES AND CONDUITS PURPOSES BY DEED(S) RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 20170933415, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; AS ITS (THEIR) INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.

THE SIGNATURE OF THE CITY OF DOWNEY, A MUNICIPAL CORPORATION, EASEMENT HOLDER(S) FOR PUBLIC UTILITIES AS DISCLOSED BY RESOLUTION NO. 18-7774 RECORDED MARCH 20, 2018 AS INSTRUMENT NO. 20180268409, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT; ITS (THEIR) INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

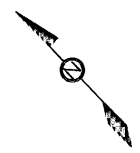
1409/38

SCALE: 1"=20'

SHEET 3 OF 3 SHEETS

TRACT NO. 74254

IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
FOR PLANNED UNIT DEVELOPMENT PURPOSES

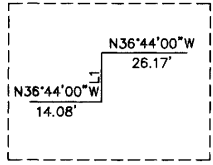


LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

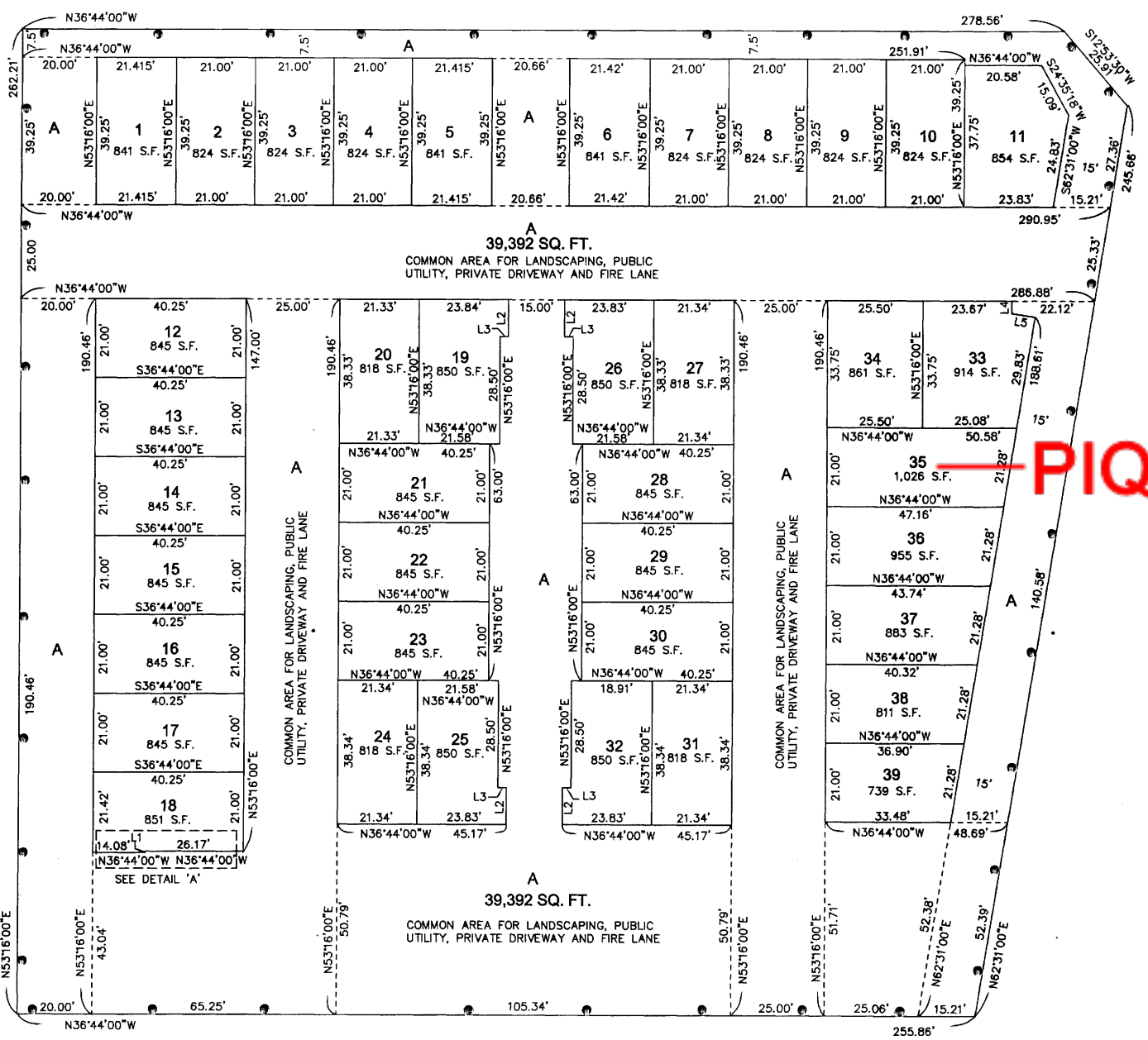
INDICATES THE BEARING AND DISTANCE FROM THE BOUNDARY TO LOTS

NOTES:
LOT A IS COMMON AREA FOR LANDSCAPING, PUBLIC UTILITY, PRIVATE DRIVEWAY AND FIRE LANE.



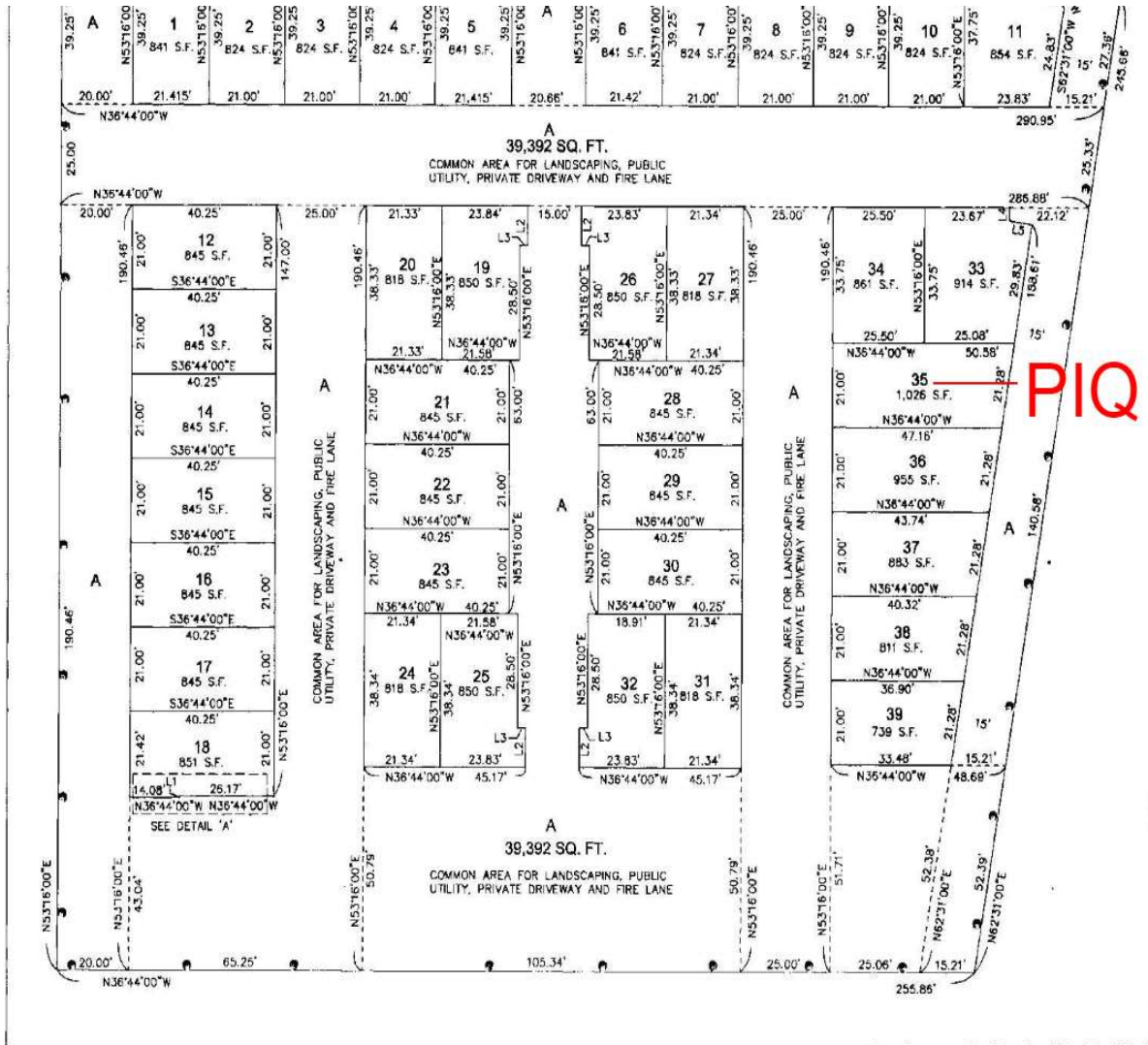
DETAIL 'A'
NOT TO SCALE

NO.	BEARING	DISTANCE
L1	N53°16'00"E	0.42'
L2	N53°16'00"E	9.83'
L3	N36°44'00"W	2.25'
L4	N53°16'00"E	3.29'
L5	N27°29'00"W	6.29'



PIQ

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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Tax Search



Los Angeles, California
Searched: 6367-035-035
 Order: TT1003349

Tax Year: 2023-2024
 Tax Cover: 02/09/2024
 Searched By: TICOR TUSTIN
 NEXTACE
 Searched On: 2/21/2024 2:04 PM

Company: TICOR TITLE | 1109 TICOR OC PROD - (FNFSTR) | 01 | CRN: 00011-00009

APN:	6367-035-035
Described As:	TR=74254 LOT 35
Address:	8405 TWEEDY LANE
City:	DOWNEY
Billing Address:	8405 TWEEDY LN DOWNEY CA 90240
Assessed Owner(s):	BARBOZA,DANIEL

Tax Rate Area:	03282	Value	Conveyance Date:
Use Code:	01SD	Land:	374,840.00
Region Code:	EL MONTE	Improvements:	344,497.00
Flood Zone:		Personal Property:	
Zoning Code:	DOR3	Fixtures:	
Taxability Code:		Inventory:	
Tax Rate:	1.240776	Exemptions	Year Built:
Auditor Tax Rate:	1.177638	Homeowner:	2018
Bill #:		Inventory:	Year Last Modified:
Issue Date:	10/15/2023	Personal Property:	2018
		Religious:	
		All Other:	
		Net Taxable Value:	712,337.00
			Square Footage
			Land:
			Improvements:
			2120
			Tax Defaulted:
			Total Tax:
			8,838.51

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	4,419.26	0.00	12/10/2023	PAID	11/07/2023	0.00
2nd	4,419.25	451.92	04/10/2024	UNPAID		4,419.25
Total Balance:						4,419.25

Bonds: 0	Parcel Changed: Yes	Sold to State: 0	Mello-Roos: N	NSF: N
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Account	Special Lien Description	Amount
00177	SAFE CLEAN WATER	24.99
03071	LOS ANGELES COUNTY FLOOD CONTROL	4.46
03694	REGIONAL PARK AND OPEN SPACE DISTRICT PROPOSED MEASURE A	38.37
06181	GREATER L.A. COUNTY VECTOR CONTRL DISTRICT	18.97
14352	LIGHT DIST ZN 1	21.41
14353	DOWNEY SAFETY LIGHTING ZONE III	18.80
14358	DOWNEY LIGHT DISTRICT ZONE #L	7.32
31506	MWD WATER STANDBY CHARGE #13	10.44
35071	CENTRAL BASIN MWD STANDBY CHARGE	10.00
99999	ALL OTHER SPECIAL LIENS NOT PROVIDED SEPARATELY BY THE COUNTY	295.00

Underlying Parcels:
6367-003-020

Future Parcels:

Related Parcels:

Open Orders

Company	Department	Title Unit	Order No.	Date Created
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016125	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016123	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016113	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016110	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016108	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016104	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016100	07/23/2018
Fidelity National Title	Builder Services - NB - (FNFSTR)	05	30016098	07/23/2018

***** END OF REPORT *****

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

Printed Name(s)

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 signatures(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 _____

Walter M. [unclear]
Notary Public in and for the County
of Los Angeles, State of California

2133

DOCUMENT NO. _____
RECORDED AS OF _____

SEP 29 1949
33 MON 2 P.M.

17
20
(M)

2133

OFFICIAL RECORDS
County of Los Angeles, California

Fee \$ _____
MAHE 2. BEATTY, County Recorder

9. _____ Deputy

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

KNOW ALL MEN BY THESE PRESENTS:

That RIVERA HOMES, INC., a corporation, organized under and existing by virtue of the laws of the State of California, and SYDNEY E. LOCKE and THELMA A. LOCKE, his wife, the owners of the real property in the County of Los Angeles, State of California, hereinafter referred to as "said property" and particularly described as follows, to wit:

Lots 1 to 82, both inclusive, in Tract 16032, as per map thereof recorded in Book 354 at pages 19 and 20 of Maps, records in the office of the County Recorder of said County of Los Angeles,

hereby certify and declare that they have established and do hereby establish a general plan for the improvement and development of said property, and do hereby establish restrictions, easements, conditions, covenants and reservations upon and subject to which all of the aforementioned lots and parcels of said real property shall be improved and sold or conveyed by them as such owners, each and all of which is or are for the benefit of each owner of any part or portion of said property or any interest therein, and shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of the property owner or owners thereof and are, and each thereof is, imposed upon said property as a servitude in favor of each and every such

parcel of land therein as a dominant tenement or tenements as follows:

1. All of Lots 1 to 81, both inclusive, in Tract No. 16032 shall be known and designated as residential lots and no buildings, structures or improvements shall be erected, altered, placed or permitted to remain on any of said residential lots other than one single-family dwelling not to exceed one (1) story in height, a private garage for not more than two (2) automobiles, and other customary outbuildings. The ground floor area of any detached single-family dwelling, exclusive of open porches and garages located on any of Lots 1 to 81 in Tract No. 16032, shall be not less than seven hundred fifty (750) square feet. Lot 82 in Tract No. 16032 may be used for residential or business purposes.

2. No building or structure shall be located on any of Lots 1 to 81, both inclusive, of Tract No. 16032, nearer than twenty (20) feet to the front lot line or nearer than five (5) feet to any side street lot line, and no building, other than a detached garage or other outbuilding, located seventy (70) feet or more from the front lot line, shall be located nearer than three (3) feet to any side lot line other than a side street lot line. It is expressly understood, however, that no eave or roof overhang extending beyond the wall of any structure to the extent of not to exceed eighteen (18) inches shall be considered to constitute a violation of the terms and provisions of this paragraph.

3. No building, structure or garage shall be altered, erected or placed on Lots 1 to 81 of said Tract No.

16032, unless and until the building plans, specifications and plot plan showing the location of such building, garage or other structure have been approved in writing as to conformity and harmony of external design with existing structures in said Tract No. 16032 as to the location of such building, garage or other structure with respect to topography and finished ground elevation by a committee composed of Sydney E. Locke, H. M. Secrest, and C. T. Stover, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design or location within thirty (30) days after said plans, specifications and plot plan have been submitted to it, or in any event if no suit to enjoin the erection of such building, structure or garage, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of said committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1954. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the

record owners of the majority of the lots in said Tract No. 16032 and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee. The committee hereinbefore in this paragraph mentioned shall be known and designated as the Architectural Committee.

4. No fence shall be erected or permitted to remain between the street and the front setback line of any of Lots 1 to 81, both inclusive, of said Tract No. 16032, nor shall any hedge exceeding a height of three (3) feet be permitted to remain between the street and the front setback line of any of said lots. No fence in excess of six (6) feet in height shall be erected or permitted to remain on any of the aforementioned lots.

5. No driveway or other facility providing for vehicular ingress and egress to and from Anaheim-Telegraph Road shall be erected, constructed or maintained on Lots 14 and 15, of Tract No. 16032, and all driveways or other facilities providing ingress and egress for vehicles to and from said lots shall be erected, constructed and maintained from such garages as may be placed and maintained thereon to Rives Avenue.

6. No noxious or offensive trade or activity shall be carried on upon any of the lots covered hereby, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of Lots 1 to 81, both inclusive, of said Tract No. 16032 shall at any time be used as a residence temporarily or permanently, nor shall any

structure of a temporary character be used as a residence on any of said lots, and no building or structure shall be moved onto any of said lots.

8. No residential structure shall be erected or placed on any of Lots 1 to 81, both inclusive, of said Tract 16032 or on any building plot therein, which has an area of less than five thousand (5,000) square feet or a width of less than forty-five (45) feet at the front building setback line.

9. All easements and reservations shown on the record map of said Tract No. 16032 are reserved for the purposes thereon stated.

10. No lot in said Tract 16032 or any portion thereof, shall be used for the purpose of drilling thereon or producing therefrom oil, gas or other hydrocarbon substances, and no sheep, goats, cattle, horses, mules or swine shall be raised or kept on any of said lots, or any portion thereof. Every part of all shelters or runs for any animal or fowl shall be located at least fifty (50) feet from the nearest dwelling.

11. No lot in said Tract No. 16032, or any part or portion thereof, or any building or structure located thereon, shall be used or occupied or be permitted to be used or occupied, in whole or in part, by any person of African or Asiatic descent, or by any person not of the white or Caucasian race, except that employees, domestic servants, chauffeurs, hostlers, laborers or gardeners of other than the white or Caucasian race may live on or occupy premises where their employers reside.

12. The restrictions, easements, conditions,

covenants and reservations herein contained shall run with the land, with the exception of the restrictions contained in paragraph 11 hereof, which shall be perpetual, and shall be binding and in force and effect until January 1, 1974, for the mutual benefit of all of the lots in said Tract No. 16032 with each other lot, both as servient and dominant tenements as against all other lots in said tract. The restrictions, easements, conditions, covenants and reservations herein contained may be extended for successive periods of ten (10) years or, except as to Lot 82, may be modified, altered or changed by a written instrument executed by the record owners of a majority of the lots in said Tract No. 16032.

13. Invalidation of any of the restrictions, easements, conditions, covenants and reservations by a judgment or a court order shall in no wise affect any of the other restrictions, easements, conditions, covenants and reservations, which shall remain in full force and effect.

14. A breach of any of the restrictions, easements, conditions, covenants and reservations herein contained shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the lot or portion of the lot or lots or portions of lots in the real property covered hereby, but said restrictions, easements, conditions, covenants and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustees' sale, or otherwise.

15. Should any party violate, or attempt to

violate, any of the restrictions, easements, conditions, covenants and reservations herein contained, it shall be lawful for any other person or persons, or any owner or owners of any lots covered hereby, or any part or portion thereof, to prosecute a proceeding at law or in equity against the person or persons who have violated, or are attempting to violate, any of the restrictions, easements, conditions, covenants and reservations to prevent or enjoin them from so doing, to cause said violation to be remedied or to recover damages for said violation.

IN WITNESS WHEREOF, Rivera Homes, Inc., the declarant herein, has caused this declaration to be subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized this 29th day of September, 1949.

RIVERA HOMES, INC.

By *Tom Seerest*
President

ATTEST:

James J. [Signature]
Secretary

Sydney E. Locke
Sydney E. Locke

Thelma A. Locke
Thelma A. Locke

STATE OF CALIFORNIA)
 (ss:
COUNTY OF LOS ANGELES)

On this *29th* day of *September*, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared H. M. SECREST known to me to be the Vice President, and HOWARD BURRELL known to me to be the Secretary of RIVERA HOMES, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Eric J. Ormick

Notary Public in and for the County
of Los Angeles, State of California

STATE OF CALIFORNIA)
(ss:
COUNTY OF LOS ANGELES)

On this *29th* day of *Sept.*, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SYDNEY E. LOCKE and THELMA A. LOCKE, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Essie McCormick
Notary Public in and for the County
of Los Angeles, State of California

2433

DOCUMENT No. _____
RECORDED AND INDEXED

SEP 29 1949

33 MIN. 2 P.M.

THE OFFICIAL RECORDS
County of Los Angeles, California

Fee \$ _____ Folios _____
MAMIE B. DEATY, County Recorder

By _____ Deputy
9.

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2433

RECORDED
INDEXED
MAY 10 1954

4
WHEN RECORDED PLEASE
RETURN TO

LAW OFFICES
MUSICK, BURRELL & INGEBRETSSEN
SUBWAY TERMINAL BUILDING
LOS ANGELES 13

2559

Recording Requested by
CITY OF DOWNEY

When recorded Mail to:
CITY CLERK
CITY HALL
DOWNEY, CALIFORNIA

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
31 Min. 1 P.M. DEC 19 1968
Past
RAY E. LEE, County Recorder

AGREEMENT

FEE \$4.40 4A

This agreement entered into this 4th day of Dec., 1968
by and between the CITY OF DOWNEY, (hereinafter referred to as "City") and
NAVAJO FREIGHT LINES, INC.

(Hereinafter referred to as "Landowner")

WHEREAS, Landowner has requested the approval of: waiver of Section 8100 to
8100.3 of Downey Municipal Code AND

WHEREAS, the appropriate body of the City has granted such approval or has approved
such waiver on condition that this agreement be executed; and

WHEREAS, by reason of such approval or except for such waiver, Landowner is required
or would be required to install at his cost certain improvements upon that portion of
the public right-of-way abutting the hereinafter referred to property of Landowner
but that said Landowner upon the execution of this agreement will be relieved, at
this time, of the necessity of making such improvements in that portion of the public
right-of-way upon which fronts that certain property in the City of Downey, commonly
known as 7950 Telegraph Road and further described as:

That portion of Lot 82 in Tract 16032 in the City of Downey, County of
Los Angeles, State of California per Map recorded in Book 354, Pages 19
and 20 of Maps in the Office of the County Recorder of said County
bounded as follows: on the northwest by the southeasterly line of
land described in deed Recorded December 22, 1965 as Document No. 61
in said Recorders Office and the southwesterly prolongation thereof;
on the southwest by the northeasterly line of the 20 foot wide strip
marked future alley on said Map; and on the southeast by a line parallel
with and distant southeasterly 150 feet, measured at right angles from
said northwesterly boundary described above.

on condition that Landowner perform the obligations hereinafter set forth; and

WHEREAS, the Landowner is willing to install and construct such improvements at
his own expense at such time as the public right-of-way in front of fifty percent (50%)
of the frontage of property within the block in which Landowner's property is located
either has had installed or constructed any or all of such improvements or the owners
of such frontage by contract have consented to the installation and payment therefor
upon the conditions applicable to the Landowner Herein:

NOW, THEREFORE, in consideration of their mutual covenants and conditions and the facts hereinabove recited, the parties hereto agree as follows:

1. That not later than fifteen (15) years from the date of this agreement, or at such earlier time as the public right-of-way along the northeasterly side
of the Alley, lying southwesterly of Telegraph Road, between Rives Avenue
and Tweedy Lane

has been improved with: Alley gutter and pavement

or with any or all of such improvements, or the owners of fifty percent (50%) of the frontage along said portion of said street have agreed to or consented to the installation of such improvements at their own cost, either by

- (A) Cash Contract;
- (B) Agreement similar to the one herein; or
- (C) Agreeing not to protest the formation of an Assessment District for the installation of such improvements in the public right-of-way in said portion of said street, Landowner shall
 - (a) cause such improvements as shown in Exhibit "A" attached hereto to be made and paid for by Landowner within sixty (60) days after written notice by the City to do so;
 - (b) provided, however, in the event an Assessment District is sought to be formed for making such improvements, Landowner waives his right to make such improvements by cash contract and agrees to, and does, waive all right of protest against the formation of such assessment district for the making of such improvements.

2. In the event it is determined that Landowner has a right to protest the formation of such an assessment district and does so protest and by reason of his protest, combined with other protests, successfully defeats the formation of such an assessment district, he shall within sixty (60) days after written notice of the City to do so construct such improvements or commence the construction thereof at his own cost and expense.

In the event Landowner breaches this agreement or fails to perform the obligations or duties imposed upon him hereunder, the City shall have the right to file an action in any court of competent jurisdiction to recover damages accruing to the City by reason of Landowner's failure to so perform, and the measure of damages shall be the cost as estimated by the Director of Public Works of this City of the making

of such improvements, plus twenty percent (20%) for overhead and administration. In addition thereto, the City shall be entitled to recover all costs of suit and reasonable attorney's fees.

3. In the event the Landowner sells, assigns, transfers, or otherwise disposes of the real property commonly known as 7950 Telegraph Road, he shall notify the City of such proposed transfer of title and furnish the City with the name and address of the proposed transferee.

4. This agreement shall be binding upon Landowner regardless of whether such property is sold, transferred, conveyed, or otherwise disposed of, providing however that the Landowner's obligations hereunder may be assigned to any subsequent owner of said property with the consent of the City.

5. Any notice required to be given hereunder to Landowner, may be given by mailing notice with postage prepaid thereon in the United States mails to Landowner at 8001 Telegraph Road, Pico Rivera, California 90660

6. This agreement shall be binding upon the heirs, successors and assigns of Landowner.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

LANDOWNER: NAVAJO FREIGHT LINES, INC.

CITY OF DOWNEY:

By: George Stidger, Jr.

By: [Signature]
Director of Public Works

By: [Signature]

CERTIFICATE OF ACCEPTANCE

This is to certify that this agreement is hereby accepted under authority of Resolution No. 855 adopted the 22nd day of August, 1961, by the City Council of the City of Downey, by its duly authorized officer:

By: Alberta Pfeiffer City Clerk

Date: December 18, 1968

Street: Telegraph Rd.

Agreement No. AG _____

APPROVED FOR ACCEPTANCE:

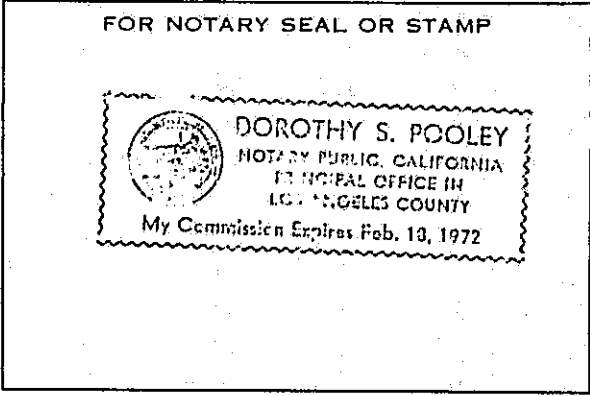
By: [Signature]
Director of Public Works

Date: 12-16-68

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On Dec 4, 1968 before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Stidger, Jr. known to me to be the Terminal Manager and Li. Officer known to me to be Office Manager Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Signature [Signature]
Dorothy S. Pooley
Name (Typed or Printed)
Notary Public in and for said County and State



Misc. 115 (G.S.) Act Corporation (Rev. 12-63) Staple

TELEGRAPH

Rd.

Lot 82 TRACT No. 16032

Future Alley Improvements
(City of Downey Fee) R

Future alley

FUT & PVT. 50

BIRCHCREST-50

50

SMALL WOOD-50

TWEEDY

VISTA DEL ROSA

BLANDWOOD

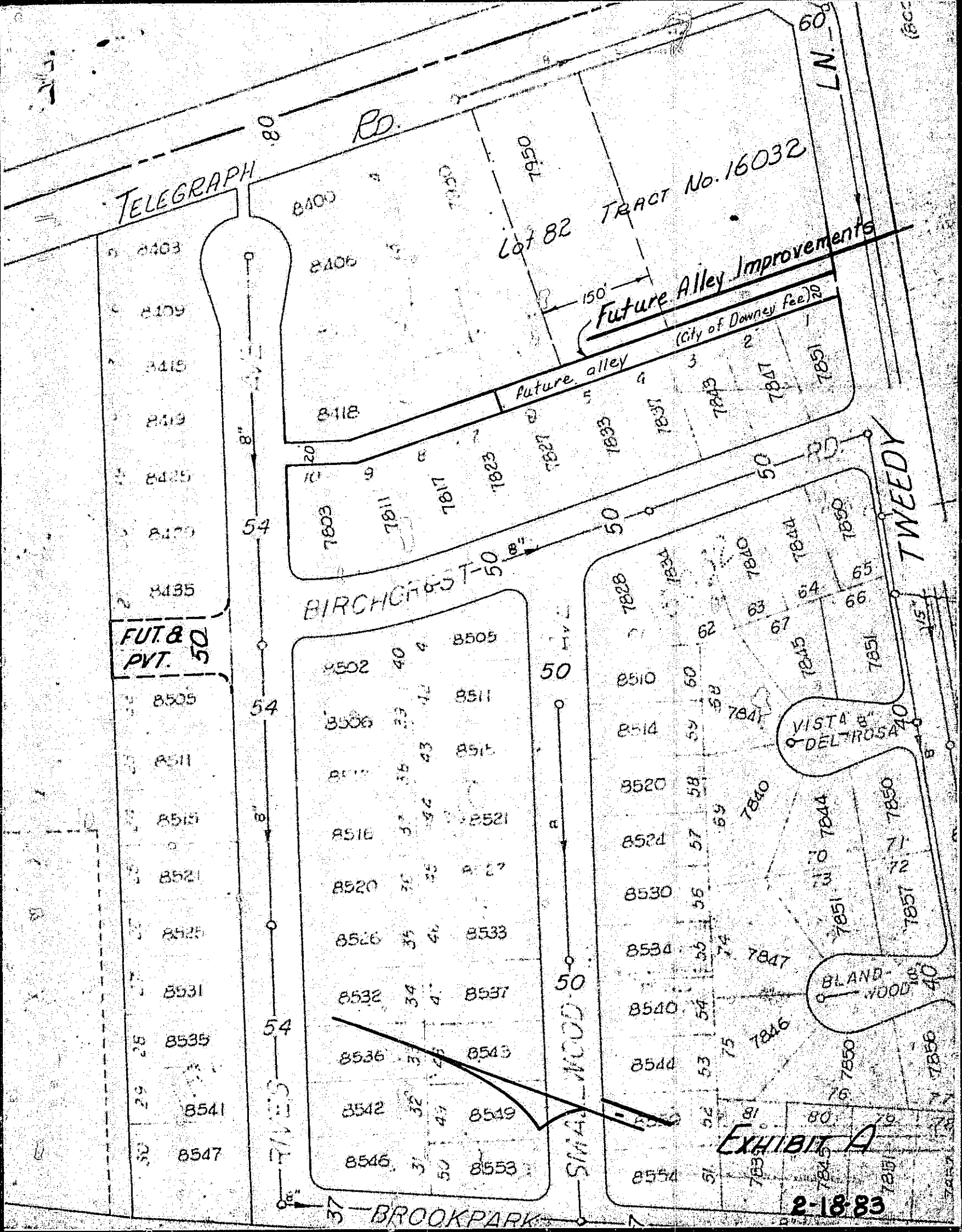
EXHIBIT A

2-18-83

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This page is part of your document - DO NOT DISCARD



20170933415



Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/17/17 AT 11:07AM

FEES:	33.00
TAXES:	0.00
OTHER:	0.00
PAID:	<u>33.00</u>



LEADSHEET



201708173310004

00014120424



008531051

SEQ:
05

DAR - Courier (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested by and
when recorded mail to:

Southern California Gas Company
8101 Rosemead Blvd., ML SC722K
Pico Rivera, California 90660-5100
Attn.: Land & Right of Way

DOCUMENTARY TRANSFER TAX \$ CONVEYANCE OF EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION & VALUE IS LESS THAN \$100. R&T 11911.

**Leak
Survey**

Area: DOW 45

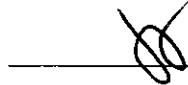
APN: 6367-003-020

_____ Computed on full value of property conveyed

CPD#: 30090850

_____ Computed on full value less liens and encumbrances
remaining at time of sale

DISTRIBUTION R.W. 264252



_____ Southern California Gas Company

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, Florence-Mckinley DCF Telegraph, L.P., ("Grantor"), hereby grants to Southern California Gas Company, a California corporation, its successors and assigns ("Grantee"): a 10.00 foot in width permanent non-exclusive easement ("Easement") to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Grantee deems necessary, one or more pipelines and conduits, together with devices for metering, measuring, regulating, cathodic protection, communications and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation and distribution of natural gas and communications as Grantee deems necessary, convenient or beneficial over, under, through, along, and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the Easement to access the Facilities and the right to use Grantor's abutting property during construction and maintenance of the Facilities, the strip of land located in the **City of Downey in the **County of Los Angeles**, California, described in Exhibit "A" and depicted in Exhibit "B" attached hereto, and made a part of this agreement.**

Grantor, for its heirs, successors and assigns, agrees that, except as provided below, no change of grade of the Easement shall be made, that it shall not be inundated, that it shall be kept free of trees, deep-rooted shrubs, buildings and structures of all kinds (except for Grantee's Facilities), that nothing shall be done to impair Grantee's vehicular access to or along the Easement, and that nothing shall be done that unreasonably interferes with Grantee's use of the Easement.

R.W. 264252

Grantee shall have the right, but not the duty, to trim or remove trees, brush, roots or material from the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees, brush or material to prevent danger or hazard to property or persons.

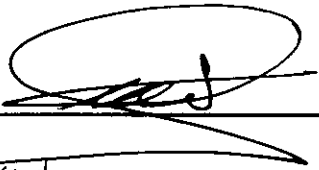
Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not unreasonably or substantially interfere with Grantee's use of the Easement; (2) improve the Easement area surface with landscaping (except trees and deep-rooted shrubs), paved driveways, parking surfaces, sidewalks, curbs and gutters; provided, however, that before making any such improvements involving a change of grade, Grantor and its heirs, successors and assigns, shall notify the Grantee in advance and comply with underground service alert notification requirements pursuant to Government Code Sections 4216 and following.

This Easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

R.W. 264252

IN WITNESS WHEREOF, these presents are hereby signed this 7th day of August, 2017.

GRANTOR: Florence-Mckinley DCF Telegraph, L.P.



Signature
Tony Abboud
Name
General Partner
Title

Signature

Name

Title

ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles } ss

On August 7, 2017 before me, Carmina Amezcua, a Notary Public, personally appeared Tony Abboud, 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.

(Seal)

Signature Carmina Amezcua
Commission #: 2109921
Commission Expiration: May 03, 2019

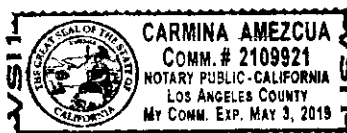


EXHIBIT "A"

R.W. 264252

The legal description of the easement area is as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF LOT 82 OF TRACT NO. 16032, IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 354, PAGE(S) 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 14 OF SAID TRACT NO. 16032, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 82; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 82, SOUTH 36° 44' EAST 189 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 14 AND ITS PROLONGATION, SOUTH 53° 16' WEST TO THE NORTHEASTERLY LINE OF THE 20 FOOT "FUTURE ALLEY" AS SHOWN ON SAID MAP, SAID NORTHEASTERLY LINE OF 20 FOOT "FUTURE ALLEY" BEING ALSO THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 20 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 82; THENCE ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, SOUTH 36° 44' EAST TO THE SOUTHEAST LINE OF SAID LOT 82; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY FOLLOWING THE BOUNDARIES OF SAID LOT 82 TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 82 OF TRACT NO. 16032, IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 354, PAGE(S) 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 14 OF SAID TRACT NO. 16032, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 82; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 82, SOUTH 36° 44' EAST 89 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 36° 44' EAST 100.00 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 14 AND ITS PROLONGATION, SOUTH 53° 16' WEST TO THE NORTHEASTERLY LINE OF THE 20 FOOT "FUTURE ALLEY" AS SHOWN ON SAID MAP, SAID NORTHEASTERLY LINE OF 20 FOOT "FUTURE ALLEY" BEING ALSO THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 20 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 82; THENCE ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, NORTH 36° 44' WEST 100.00 FEET TO A LINE PARALLEL WITH SAID SOUTHERLY LINE AND ITS PROLONGATION AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 53° 16' EAST TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION.

Also with:

THE SOUTHWESTERLY 20-FT MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 82 OF TRACT NO. 16032, IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES STATE OF CALIFORNIA. AS PER MAP RECORDED IN BOOK 354 PAGES 19 & 20 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS:

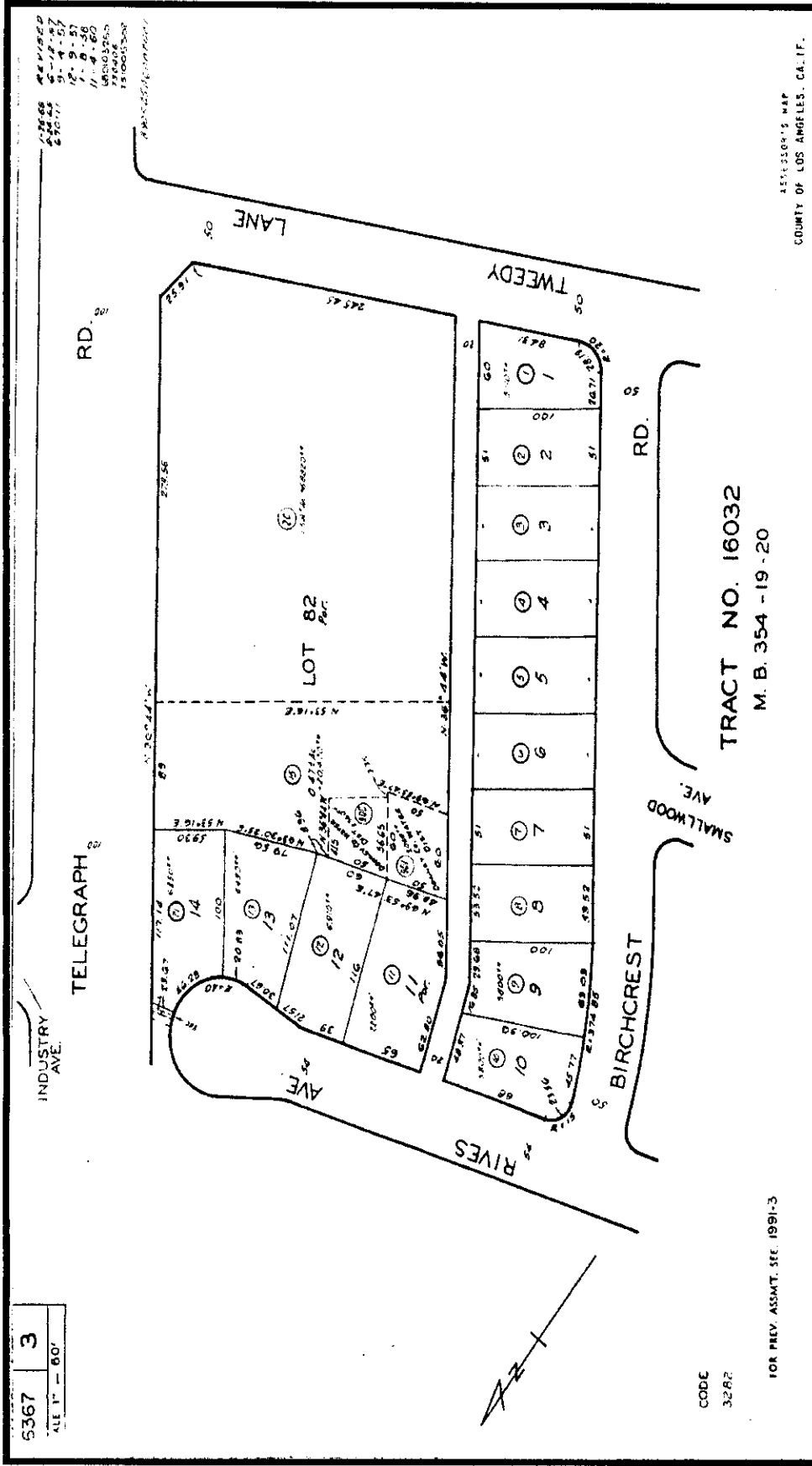
COMMENCING AT THE SOUTHEAST CORNER OF LOT 14 OF SAID TRACT NO. 16032, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 82; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 82. SOUTH 36° 44' EAST 89 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 14 AND ITS SOUTHERLY PROLONGATION SOUTH 53° 16' WEST TO THE SOUTHWESTERLY LINE OF SAID LOT 82

The easement being within the following described boundaries:

A 10.00 foot strip of land, lying 5.00 feet on each side of the gas pipeline, as installed by Grantee, lying within said portion of that certain tract.

R.W. 264252

EXHIBIT "B"



PLAT TO ACCOMPANY LEGAL DESCRIPTION OF RIGHT OF WAY FOR PIPELINE PURPOSES, IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

This page is part of your document - DO NOT DISCARD



20171255405



Pages:
0030

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/01/17 AT 12:21PM

FEES:	102.00
TAXES:	0.00
OTHER:	0.00
PAID:	102.00



LEADSHEET



201711013350025

00014454439



008698628

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Recording requested by and mail to:

Name: City of Downey
Department of Public Works
ATTN: Director of Public Works
Address: 11111 Brookshire Avenue
Downey, CA 90241

***** Space Above This Line For Recorder's Use *****

**MASTER COVENANT AND AGREEMENT
REGARDING ON-SITE BMP MAINTENANCE**

The undersigned hereby certifies I am (we are) the owner(s) of the hereinafter legally described real property located in the City of Downey, County of Los Angeles, State of California (please give legal description: assessor's ID, tract no., lot no., etc.):

APN 6367-003-020

Site Address 7940 Telegraph road, Downey, CA 90240

Owner(s) do hereby covenant and agree to and with the City of Downey to maintain all on-site structural Best Management Practices (BMPs) in accordance with the Site Map and the Operations & Maintenance (O&M) Plan set forth in Attachment 1 hereto and incorporated herein by this reference. The specific structural BMPs are listed as follows:

Install total of 42 Cultec Rechargers 330XL HD system, 4,410 Cu-ft Capacity. Install Infiltration trench 3' deep x 4'-2" wide x 23' length 287 cu-ft capacity. (1) Old Castle Flogard Filter #FF-12 D. (2) Old Castle Flogard Filter #FF-36 D.

Owner(s) shall maintain the listed drainage devices above on the property indicated and as shown on plans permitted by the City of Downey in a good and functional condition to safeguard the property owners and adjoining properties from damage and pollution.

Owner(s) hereby consent to inspection of the Property by an inspector authorized by the City Manager, or his or her designee, for the purpose for verifying compliance with the provisions of this Agreement.

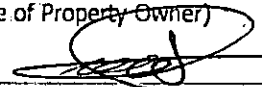
Owner(s) shall provide printed educational materials with any sale of the property which provide information on what stormwater management facilities are present, the type(s) and location(s) of maintenance signs that are required, and how the necessary maintenance can be performed.

Owner(s) shall provide actual notice of this Agreement and its terms to any respective successor(s) in interest to the Property prior to transfer of said interest to such successor(s) in interest. This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the City of Downey approves its termination.

Tony Abboud

(Print Name of Property Owner)

(Print Name of Property Owner)


(Signature of Property Owner)

(Signature of Property Owner)

Dated this 10th day of October 2017.

***** Space Below This Line For Notary's Use *****

ALL PURPOSE ACKNOWLEDGEMENT

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 Los Angeles }

On October 12, 2017 before me, Carmina Amezcua, notary public
(Insert Name of Notary Public and Title)

personally appeared Tony Abboud 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 on 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 Carmina Amezcua (Seal)



Attachment 1

39 Unit Condominiums
7940 Telegraph Rd., Downey, Ca 90240

Grading Permit No.

Building Permit No.

Tract No. 74254

A.P.N. 6367-003-020

REQUIRED PERMITS

- Permits for connection to sanitary sewer: Required
- Permits from California Department of Fish and Game: N/A
- Encroachment permits: Required

If no permits are required, a statement to that effect should be made.

RECORDKEEPING

All records must be made available for review upon request.

RESPONSIBLE PARTY

The owner is aware of the maintenance responsibilities of the proposed BMPs. A funding mechanism is in place to maintain the BMPs at the frequency stated in the LID Plan. The contact information for the entity responsible is below:

Name:	Tony Abboud

	Florence McKinleyDCF
Company:	Telegraph , LP

Title:	President

Address 1:	8141 2 nd St. , Suite 520

Address 2:	Downey, CA 90240

Phone Number:	(562) 904-1537

Email:	tony@westerallied.com

BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
<p>Education for Property Owners, Tenants and Occupants</p>	<p align="center">Non-Structural Source Control BMPs</p> <p>Project Owner will annually provide environmental awareness education materials on good housekeeping practices that contribute to the protection of storm water quality to all lessees. Source Control BMP training and education programs will be developed by the managing tenants. The training will be required within 3 months of hire dates for new employees, and then annually thereafter. Training and educational materials will be updated and distributed annually.</p>	<p>Provided at occupancy within three months for new occupants and annually for existing occupants.</p>	<p>Tenant / HOA</p>
<p>Activity Restriction</p>	<p>Water Use Restrictions</p> <p>The Project Owner will develop lease terms that will restrict activities which may have a negative impact on storm water quality. Restrictions will include, but not limited to, requiring that dumpster lids be closed at all times, prohibiting the blowing, sweeping, or hosing of debris into streets, landscaped area, storm drain inlets, or other conveyances, and prohibition of onsite car washing, oil changing, fueling, and some automotive and equipment related maintenance and repair works. The restrictions will apply to any vehicles associated with the site.</p>	<p>Watering Hours: 7pm-8am.</p> <p>Duration: Max. 6 min. per station.</p> <p>Watering Days: May-Sept. no more than 3 days per week. Oct. -- April: no more than 2 days per week.</p> <p>Daily for other restrictions develop through lease terms.</p>	<p>Tenant / Occupant</p>

BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
Common Area Landscape Management	<p>In general, irrigation and landscaping will be maintained according to latest adopted edition of City of Downey' Landscaping and Irrigation Ordinance. Fertilizer and/or pesticide usage will be consistent with the instructions contained on product labels and with the regulations administered by the State Department of Pesticide Regulation. Phosphate free fertilizer shall be specified and be applied to landscaping and planting areas and this will help to minimize the amount of algae growth. Additionally, landscape maintenance must address replacement of dead vegetation, repair of erosion rills, proper disposal of green waste, etc. Irrigation System maintenance must address periodic testing and observation of the irrigation System to detect overspray, broken sprinkler heads, and other system failures.</p>	<p>Frequency: Bi-Weekly</p>	<p>Tenant / HOA</p>
Common Area Litter Control	<p>Project Owner will be required to implement trash management and litter control procedures in the common areas aimed at reducing pollution of drainage water. Trash receptacles will be provided at appropriate locations (entrances and exits) throughout the buildings and will be emptied weekly or more frequently if needed. Project Owner may contract with janitorial or maintenance firms to provide service during regularly scheduled maintenance, to conduct litter patrol, to provide for covered trash receptacles trash bins with lids, and emptying of trash receptacles in common areas; and to note and report trash disposal violations by tenants.</p>	<p>Frequency: Daily</p>	<p>Tenant / HOA</p>

BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
Common Area Catch Basin Inspection	<p>Project Owner shall inspect and if necessary clean and maintain all on-site drainage facilities in common areas and landscaped areas including grassy or vegetated swales, grate inlets, yard drains, roof drains or downspouts, treatment control BMPs located within the site in late summer or early fall prior to the storm season and no later than October 1 of each year. Project Owner is responsible for implementation of each applicable non-structural BMP as well as scheduling cleaning of all applicable structural BMP (including treatment control) facilities. Debris and other pollutants will be controlled, contained and disposed of in a proper manner by the maintenance contractor. Effective post-construction maintenance of storm collection and conveyance facilities will ensure not only their intended use, but will also prevent excessive pollutants from entering the drainage system.</p>	<p>Frequency: Monthly</p>	<p>Tenant / HOA</p>
Street Sweeping Private Streets and Parking Lots	<p>Project Owner shall require that the private streets and parking lots within the site be swept prior to the storm season, no later than October 1" of each year. It is recommended that the streets and parking lots be swept weekly at a minimum, weather permitting. The use of water to clean concrete paved areas and flushing the debris and sediment down the storm drain shall be prohibited.</p>	<p>Frequency: Monthly</p>	<p>Tenant / HOA</p>

Structural Source Control BMPs

BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
<p>Provide Storm Drain System Stenciling and Signage</p>	<p>All storm drain inlets and treatment control BMPs constructed within the project site shall be stenciled or labeled with prohibitive language (such as: "No Dumping - Drains to Creek") and/or graphical icons to discourage illegal dumping. Signs or posters with prohibitive language and/or graphical icons shall be posted at common areas within the project area to discourage illegal dumping. Legibility of stencils and signs shall be maintained.</p>	<p>Frequency: Bi-Annually</p>	<p>Tenant / HOA</p>
<p>Design and Construct Trash and Waste Storage Areas to Reduce Pollutant Introduction</p>	<p>Trash storage areas will be maintained on a weekly basis by the property owner. The trash dumpsters shall be leak proof and have attached covers or lids to minimize direct precipitation into the containers, and the areas will be kept in a clean and orderly condition. Trash storage areas will be paved with an impervious surface, designed not to allow runoffs directly into any MS4 municipal storm drain system, and will be screened or walled to prevent offsite transport of trash.</p>	<p>Frequency: Daily</p>	<p>Tenant / HOA</p>

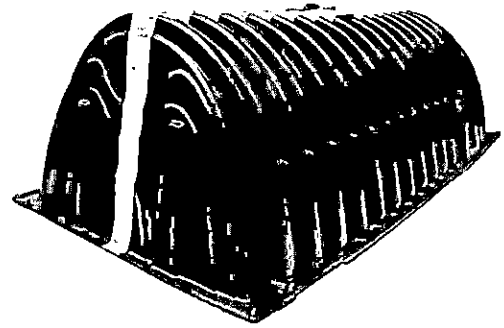
BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
<p>Use Efficient Irrigation Systems & Landscape Design</p>	<p>The following methods to reduce excessive irrigation runoff will be considered and incorporated on landscaped areas:</p> <ol style="list-style-type: none"> 1. Employing rain shutoff devices to prevent irrigation after rain events. 2. Designing irrigation systems to each landscape area's specific water requirements. 3. Using flow reducers or shutoff valves triggered by a pressure drop to control water loss in the event of broken sprinkler heads or lines. 4. Implementing landscape plan consistent with County Water Conservation Resolution or City equivalent, which may include provision of water sensors, programmable irrigation times (for short cycles), etc. 5. The timing and application methods of irrigation water shall be designed to minimize the runoff of excess irrigation water into the MS4 municipal storm drain system. 6. Employing other comparable, equally effective, methods to reduce irrigation water runoff. 7. Group plants with similar water requirements in order to reduce excess irrigation runoff and promote surface filtration. Choose plants with low irrigation requirements (for example, native or drought tolerant species). Consider design features such as: <ul style="list-style-type: none"> • Using mulches (such as wood chips or bar) in planter areas without ground cover to minimize sediment in runoff. • Installing appropriate plant materials for the location, in accordance with amount of sunlight and climate, and use native plant materials where possible and/or as recommended by the landscape architect. • Leaving a vegetative barrier along the property boundary and interior watercourses, to act as a pollutant filter, where appropriate and feasible. • Choosing plants that minimize or eliminate the use of fertilizer or pesticides to sustain growth. 	<p>Frequency: Bi-Weekly</p>	<p>Tenant / HOA</p>
<p>Treatment Control BMPs</p>			

BMP Name	BMP Implementation, Maintenance, and Inspection Procedures	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
Media Filter	See provided maintenance procedures in Appendix E provided by manufacturer	See provided schedule frequency by manufacturer	Tenant / HOA
Filter Insert	See provided maintenance procedures in Appendix E provided by manufacturer	See provided schedule frequency by manufacturer	Tenant / HOA



CULTEC Recharger® 330XLHD Stormwater Chamber

The Recharger® 330XLHD is a 30.5" (775 mm) tall, high capacity chamber. Typically when using this model, fewer chambers are required resulting in less labor and a smaller installation area. The Recharger® 330XLHD has the side portal internal manifold feature. HVLV® FC-24 Feed Connectors are inserted into the side portals to create the internal manifold.



Size (L x W x H)	8.5' x 52" x 30.5" 2.59 m x 1321 mm x 775 mm
Installed Length	7' 2.13 m
Length Adjustment per Run	1.50' 0.46 m
Chamber Storage	7.46 ft ³ /ft 0.69 m ³ /m 52.21 ft ³ /unit 1.48 m ³ /unit
Min. Installed Storage	11.32 ft ³ /ft 1.05 m ³ /m 79.26 ft ³ /unit 2.24 m ³ /unit
Min. Area Required	33.83 ft ² 3.14 m ²
Min. Center-to-Center Spacing	4.83' 1.47 m
Max. Allowable Cover	12' 3.66 m
Max. Inlet Opening in End Wall	24" 600 mm
Max. Allowable O.D. in Side Portal	11.75" 298 mm
Compatible Feed Connector	HVLV FC-24 Feed Connector

Recharger® 330XLHD Bare Chamber Storage Volumes

Elevation	Incremental Storage Volume				Cumulative Storage		
	in.	mm	ft ³ /ft	m ³ /m	ft ³	m ³	
30.5	775	0.000	0.000	0.000	0.000	52.213	1.479
30	762	0.019	0.002	0.133	0.004	52.213	1.479
29	737	0.051	0.005	0.357	0.010	52.080	1.475
28	711	0.084	0.008	0.588	0.017	51.723	1.465
27	686	0.124	0.012	0.868	0.025	51.135	1.448
26	660	0.150	0.014	1.05	0.030	50.267	1.424
25	635	0.173	0.016	1.211	0.034	49.217	1.394
24	609	0.191	0.018	1.337	0.038	48.006	1.360
23	584	0.207	0.019	1.449	0.041	46.669	1.322
22	559	0.221	0.021	1.547	0.044	45.220	1.281
21	533	0.233	0.022	1.631	0.046	43.673	1.237
20	508	0.244	0.023	1.708	0.048	42.042	1.191
19	483	0.254	0.024	1.778	0.050	40.334	1.142
18	457	0.264	0.025	1.848	0.052	38.556	1.092
17	432	0.271	0.025	1.897	0.054	36.708	1.040
16	406	0.283	0.026	1.981	0.056	34.811	0.986
15	381	0.294	0.027	2.058	0.058	32.830	0.930
14	356	0.296	0.027	2.072	0.059	30.772	0.871
13	330	0.299	0.028	2.093	0.059	28.700	0.813
12	305	0.301	0.028	2.107	0.060	26.607	0.754
11	279	0.303	0.028	2.121	0.060	24.500	0.694
10	254	0.304	0.028	2.128	0.060	22.379	0.634
9	229	0.306	0.028	2.142	0.061	20.251	0.574
8	203	0.313	0.029	2.191	0.062	18.109	0.513
7	178	0.321	0.030	2.247	0.064	15.918	0.451
6	152	0.322	0.030	2.254	0.064	13.671	0.387
5	127	0.323	0.030	2.261	0.064	11.417	0.323
4	102	0.324	0.030	2.268	0.064	9.156	0.259
3	76	0.325	0.030	2.275	0.064	6.888	0.195
2	51	0.327	0.030	2.289	0.065	4.613	0.131
1	25	0.332	0.031	2.324	0.066	2.324	0.066
Total		7.459	0.693	52.213	1.479	52.213	1.479

Calculations are based on installed chamber length.

	Stone Foundation Depth		
	6"	12"	18"
	152 mm	305 mm	457 mm
Chamber and Stone Storage Per Chamber	79.26 ft ³ 2.24 m ³	86.03 ft ³ 2.44 m ³	92.79 ft ³ 2.63 m ³
Min. Effective Depth	3.54' 1.08 m	4.04' 1.23 m	4.54' 1.38 m
Stone Required Per Chamber	2.50 yd ³ 1.91 m ³	3.13 yd ³ 2.39 m ³	3.76 yd ³ 2.87 m ³

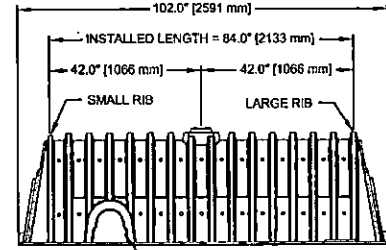
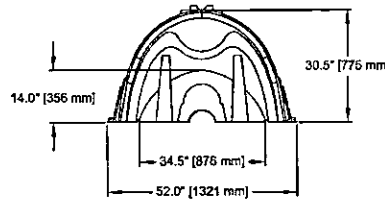
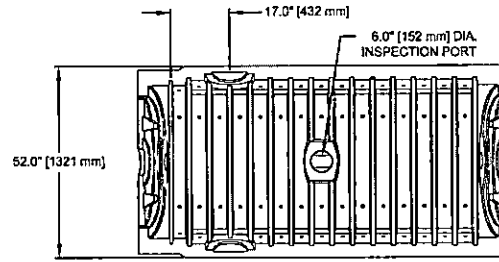
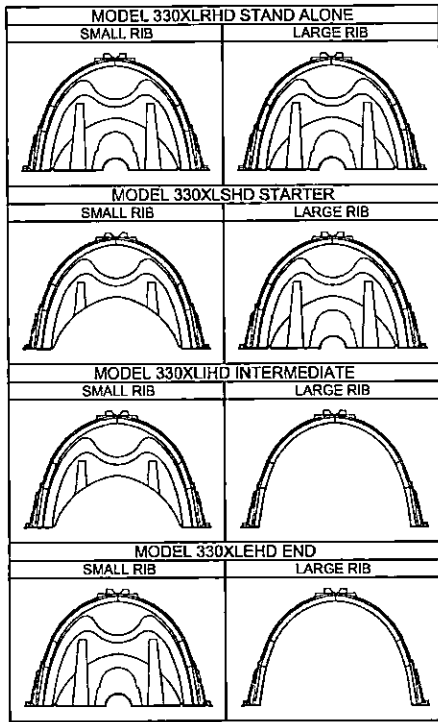
Calculations are based on installed chamber length.
Includes 6" (152 mm) stone above crown of chamber and typical stone surround.
Stone void calculated at 40%.

Visit www.cultec.com/downloads.html for Product Downloads and CAD details.



CULTEC Recharger® 330XLHD Stormwater Chamber

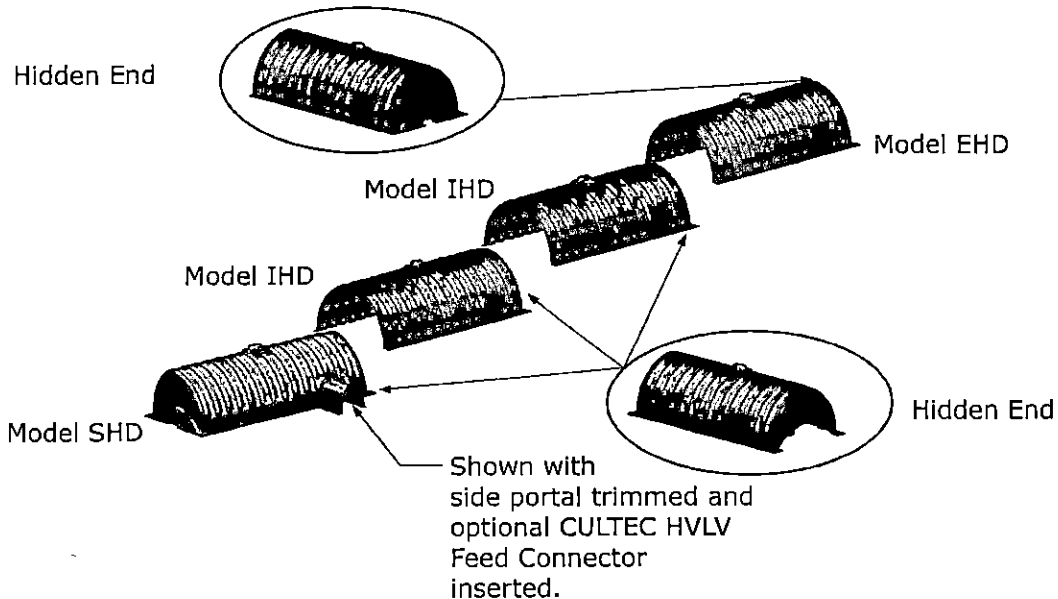
Three View Drawing



SIDE PORTAL FOR OPTIONAL INTERNAL MANIFOLD (ACCOMMODATES CULTEC HVLV FC-24 FEED CONNECTOR OR 11.75 INCH [298 mm] MAX. O.D. PIPE)

CULTEC RECHARGER 330XLHD CHAMBER STORAGE = 7.459 CF/FT [0.693 m³/m]
 INSTALLED LENGTH ADJUSTMENT = 1.5\"/>

Typical Interlock Installation

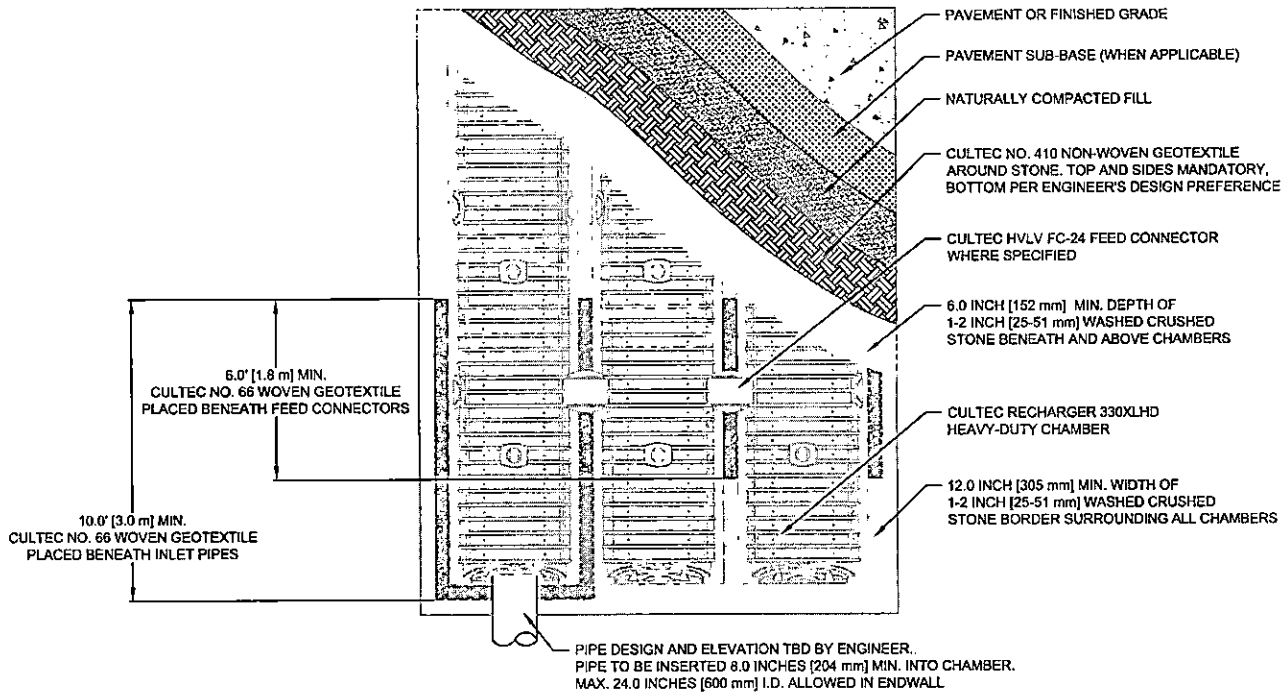


For more information, contact CULTEC at (203) 775-4416 or visit www.cultec.com.

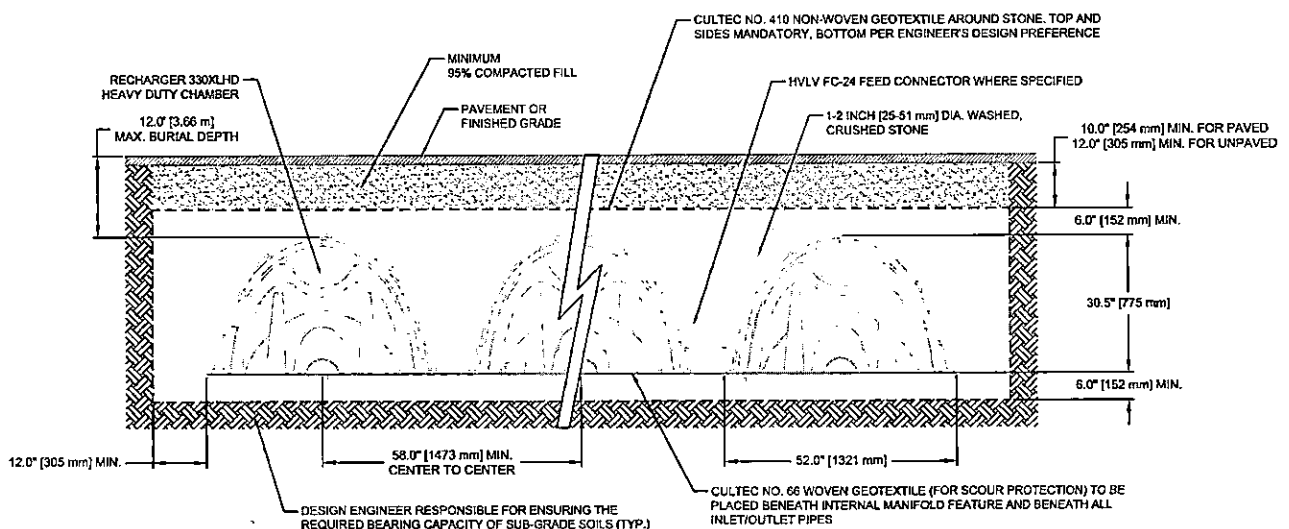


CULTEC Recharger® 330XLHD Stormwater Chamber

Plan View Drawing



Typical Cross Section for Traffic Application



For more information, contact CULTEC at (203) 775-4416 or visit www.cultec.com.



CULTEC Recharger® 330XLHD Specifications

GENERAL

CULTEC Recharger® 330XLHD chambers are designed for underground stormwater management. The chambers may be used for retention, recharging, detention or controlling the flow of on-site stormwater runoff.

CHAMBER PARAMETERS

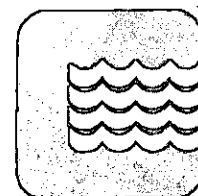
1. The chambers shall be manufactured in the U.S.A. by CULTEC, Inc. of Brookfield, CT (cultec.com, 203-775-4416).
2. The chamber shall be vacuum thermoformed of black polyethylene.
3. The chamber shall be arched in shape.
4. The chamber shall be open-bottomed.
5. The chamber shall be joined using an interlocking overlapping rib method. Connections must be fully shouldered overlapping ribs, having no separate couplings or separate end walls.
6. The nominal chamber dimensions of the CULTEC Recharger® 330XLHD shall be 30.5 inches (775 mm) tall, 52 inches (1321 mm) wide and 8.5 feet (2.59 m) long. The installed length of a joined Recharger® 330XLHD shall be 7 feet (2.13 m).
7. Maximum inlet opening on the chamber end wall is 24 inches (600 mm).
8. The chamber shall have two side portals to accept CULTEC HVLV® FC-24 Feed Connectors to create an internal manifold. Maximum allowable O.D. in the side portal is 11.75 inches (298 mm).
9. The nominal chamber dimensions of the CULTEC HVLV® FC-24 Feed Connector shall be 12 inches (305 mm) tall, 16 inches (406 mm) wide and 24.2 inches (614 mm) long.
10. The nominal storage volume of the Recharger® 330XLHD chamber shall be 7.459 ft³ / ft (0.693 m³ / m) - without stone. The nominal storage volume of a single Recharger® 330XLHD Stand Alone unit shall be 63.40 ft³ (1.80 m³) - without stone. The nominal storage volume of a joined Recharger® 330XLHD Intermediate unit shall be 52.213 ft³ (1.478 m³) - without stone. The nominal storage volume of the length adjustment amount per run shall be 11.19 ft³ (1.04 m³) - without stone.
11. The nominal storage volume of the HVLV® FC-24 Feed Connector shall be 0.913 ft³ / ft (0.026 m³ / m) - without stone.
12. The Recharger® 330XLHD chamber shall have fifty-six discharge holes bored into the sidewalls of the unit's core to promote lateral conveyance of water.
13. The Recharger® 330XLHD chamber shall have 16 corrugations.
14. The end wall of the chamber, when present, shall be an integral part of the continuously formed unit. Separate end plates cannot be used with this unit.
15. The Recharger® 330XLHD Stand Alone unit must be formed as a whole chamber having two fully formed integral end walls and having no separate end plates or separate end walls.
16. The Recharger® 330XLHD Starter unit must be formed as a whole chamber having one fully formed integral end wall and one partially formed integral end wall with a lower transfer opening of 14 inches (356 mm) high x 34.5 inches (876 mm) wide.
17. The Recharger® 330XLHD Intermediate unit must be formed as a whole chamber having one fully open end wall and one partially formed integral end wall with a lower transfer opening of 14 inches (356 mm) high x 34.5 inches (876 mm) wide.
18. The Recharger® 330XLHD End unit must be formed as a whole chamber having one fully formed integral end wall and one fully open end wall and having no separate end plates or end walls.
19. The HVLV® FC-24 Feed Connector must be formed as a whole chamber having two open end walls and having no separate end plates or separate end walls. The unit shall fit into the side portals of the Recharger® 330XLHD and act as cross feed connections.
20. Chambers must have horizontal stiffening flex reduction steps between the ribs.
21. Heavy duty units are designated by a colored stripe formed into the part along the length of the chamber.
22. The chamber shall have a raised integral cap at the top of the arch in the center of each unit to be used as an optional inspection port or clean-out.
23. The units may be trimmed to custom lengths by cutting back to any corrugation on the large rib end.
24. The chamber shall be manufactured in an ISO 9001:2008 certified facility.
25. Maximum allowable cover over the top of the chamber shall be 12' (3.66 m).
26. The chamber shall be designed to withstand traffic loads when installed according to CULTEC's recommended installation instructions.

Contacto[®] & Recharger[®]

Stormwater Chambers The Chamber With The Stripes[®]



Operation and Maintenance Guidelines



CULTEC

Operation & Maintenance

This manual contains guidelines recommended by CULTEC, Inc. and may be used in conjunction with, but not to supersede, local regulations or regulatory authorities. OSHA Guidelines must be followed when inspecting or cleaning any structure.

Introduction

The CULTEC Subsurface Stormwater Management System is a high-density polyethylene (HDPE) chamber system arranged in parallel rows surrounded by washed stone. The CULTEC chambers create arch-shaped voids within the washed stone to provide stormwater detention, retention, infiltration, and reclamation. Filter fabric is placed between the native soil and stone interface to prevent the intrusion of fines into the system. In order to minimize the amount of sediment which may enter the CULTEC system, a sediment collection device (stormwater pretreatment device) is recommended upstream from the CULTEC chamber system. Examples of pretreatment devices include, but are not limited to, an appropriately sized catch basin with sump, pretreatment catchment device, oil grit separator, or baffled distribution box. Manufactured pretreatment devices may also be used in accordance with CULTEC chambers. Installation, operation, and maintenance of these devices shall be in accordance with manufacturer's recommendations. Almost all of the sediment entering the stormwater management system will be collected within the pretreatment device.

Best Management Practices allow for the maintenance of the preliminary collection systems prior to feeding the CULTEC chambers. The pretreatment structures shall be inspected for any debris that will restrict inlet flow rates. Outfall structures, if any, such as outlet control must also be inspected for any obstructions that would restrict outlet flow rates. OSHA Guidelines must be followed when inspecting or cleaning any structure.

Operation and Maintenance Requirements

I. Operation

CULTEC stormwater management systems shall be operated to receive only stormwater run-off in accordance with applicable local regulations. CULTEC subsurface stormwater management chambers operate at peak performance when installed in series with pretreatment. Pretreatment of suspended solids is superior to treatment of solids once they have been introduced into the system. The use of pretreatment is adequate as long as the structure is maintained and the site remains stable with finished impervious surfaces such as parking lots, walkways, and pervious areas are properly maintained. If there is to be an unstable condition, such as improvements to buildings or parking areas, all proper silt control measures shall be implemented according to local regulations.

II. Inspection and Maintenance Options

- A. The CULTEC system may be equipped with an inspection port located on the inlet row. The inspection port is a circular cast box placed in a rectangular concrete collar. When the lid is removed, a 6-inch (150 mm) pipe with a screw-in plug will be exposed. Remove the plug. This will provide access to the CULTEC Chamber row below. From the surface, through this access, the sediment may be measured at this location. A stadia rod may be used to measure the depth of sediment if any in this row. If the depth of sediment is in excess of 3 inches (76 mm), then this row should be cleaned with high pressure water through a culvert cleaning nozzle. This would be carried out through an upstream manhole or through the CULTEC StormFilter Unit (or other pre-treatment device). CCTV inspection of this row can be deployed through this access port to determine if any sediment has accumulated in the inlet row.
- B. If the CULTEC bed is not equipped with an inspection port, then access to the inlet row will be through an upstream manhole or the CULTEC StormFilter.
 1. **Manhole Access**

This inspection should only be carried out by persons trained in confined space entry and sewer inspection services. After the manhole cover has been removed a gas detector must be lowered into the manhole to ensure that there are not high concentrations of toxic gases present. The inspector should be lowered into the manhole with the proper safety equipment as per OSHA requirements. The inspector may be able to observe sediment from this location. If this is not possible, the inspector will need to deploy a CCTV robot to permit viewing of the sediment.

Operation & Maintenance



2. StormFilter Access

Remove the manhole cover to allow access to the unit. Typically a 30-inch (750 mm) pipe is used as a riser from the StormFilter to the surface. As in the case with manhole access, this access point requires a technician trained in confined space entry with proper gas detection equipment. This individual must be equipped with the proper safety equipment for entry into the StormFilter. The technician will be lowered onto the StormFilter unit. The hatch on the unit must be removed. Inside the unit are two filters which may be removed according to StormFilter maintenance guidelines. Once these filters are removed the inspector can enter the StormFilter unit to launch the CCTV camera robot.

- C. The inlet row of the CULTEC system is placed on a polyethylene liner to prevent scouring of the washed stone beneath this row. This also facilitates the flushing of this row with high pressure water through a culvert cleaning nozzle. The nozzle is deployed through a manhole or the StormFilter and extended to the end of the row. The water is turned on and the inlet row is back-flushed into the manhole or StormFilter. This water is to be removed from the manhole or StormFilter using a vacuum truck.

III. Maintenance Guidelines

The following guidelines shall be adhered to for the operation and maintenance of the CULTEC stormwater management system:

- A. The owner shall keep a maintenance log which shall include details of any events which would have an effect on the system's operational capacity.
- B. The operation and maintenance procedure shall be reviewed periodically and changed to meet site conditions.
- C. Maintenance of the stormwater management system shall be performed by qualified workers and shall follow applicable occupational health and safety requirements.
- D. Debris removed from the stormwater management system shall be disposed of in accordance with applicable laws and regulations.

IV. Suggested Maintenance Schedules

A. Minor Maintenance

The following suggested schedule shall be followed for routine maintenance during the regular operation of the stormwater system:

Frequency	Action
Monthly in first year	Check inlets and outlets for clogging and remove any debris as required.
Spring and Fall	Check inlets and outlets for clogging and remove any debris as required.
One year after commissioning and every third year following	Check inlets and outlets for clogging and remove any debris as required.

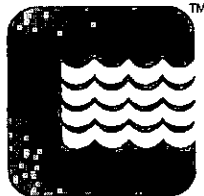
B. Major Maintenance

The following suggested maintenance schedule shall be followed to maintain the performance of the CULTEC stormwater management chambers. Additional work may be necessary due to insufficient performance and other issues that might be found during the inspection of the stormwater management chambers. (See table on next page)

Major Maintenance (continued)

	Frequency	Action
Inlets and Outlets	Every 3 years	<ul style="list-style-type: none"> Obtain documentation that the inlets, outlets and vents have been cleaned and will function as intended.
	Spring and Fall	<ul style="list-style-type: none"> Check inlet and outlets for clogging and remove any debris as required.
CULTEC Stormwater Chambers	2 years after commissioning	<ul style="list-style-type: none"> Inspect the interior of the stormwater management chambers through inspection port for deficiencies using CCTV or comparable technique. Obtain documentation that the stormwater management chambers and feed connectors will function as anticipated.
	9 years after commissioning every 9 years following	<ul style="list-style-type: none"> Clean stormwater management chambers and feed connectors of any debris. Inspect the interior of the stormwater management structures for deficiencies using CCTV or comparable technique. Obtain documentation that the stormwater management chambers and feed connectors have been cleaned and will function as intended.
	45 years after commissioning	<ul style="list-style-type: none"> Clean stormwater management chambers and feed connectors of any debris. Determine the remaining life expectancy of the stormwater management chambers and recommended schedule and actions to rehabilitate the stormwater management chambers as required. Inspect the interior of the stormwater management chambers for deficiencies using CCTV or comparable technique.
	45 to 50 years after commissioning	<ul style="list-style-type: none"> Replace or restore the stormwater management chambers in accordance with the schedule determined at the 45-year inspection. Attain the appropriate approvals as required. Establish a new operation and maintenance schedule.
Surrounding Site	Monthly in 1 st year	<ul style="list-style-type: none"> Check for depressions in areas over and surrounding the stormwater management system.
	Spring and Fall	<ul style="list-style-type: none"> Check for depressions in areas over and surrounding the stormwater management system.
	Yearly	<ul style="list-style-type: none"> Confirm that no unauthorized modifications have been performed to the site.

For additional information concerning the maintenance of CULTEC Subsurface Stormwater Management Chambers, please contact CULTEC, Inc. at 1-800-428-5832.



CULTEC

Chamber of Choice™

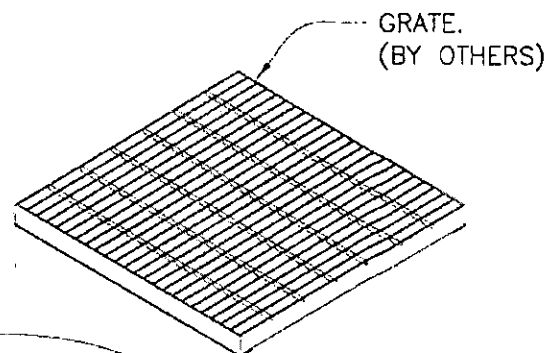
CULTEC, Inc.

878 Federal Road • P.O. Box 280 • Brookfield, CT 06804

Phone: 203-775-4416 • Toll Free: 800-4-CULTEC • Fax: 203-775-1462

Web: www.cultec.com • E-mail: custservice@cultec.com

SPECIFIER CHART			
MODEL	INLET ID	GRATE OD	COMMENTS
FF-12D	12" X 12"	15" X 15"	GRATED INLET
FF-16D	16" X 16"	18" X 18"	GRATED INLET
FF-18D	18" X 18"	20" X 20"	GRATED INLET
FF-1836SD	18" X 36"	18" X 40"	GRATED INLET
FF-1836DGO	18" X 36"	18" X 40"	COMBINATION INLET
FF-24D	24" X 24"	26" X 26"	GRATED INLET
FF-2436D	24" X 36"	24" X 40"	GRATED INLET
FF-RF24D	24" DIA.	25" DIA.	CIRCULAR INLET
FF-24DGO	24" X 24"	18" X 26"	COMBINATION INLET
FF-2436DGO	24" X 36"	24" X 40"	COMBINATION INLET
FF-36D (2 PIECE)	36" X 36"	36" X 40"	GRATED INLET
FF-3648D (2 PIECE)	36" X 48"	40" X 48"	GRATED INLET

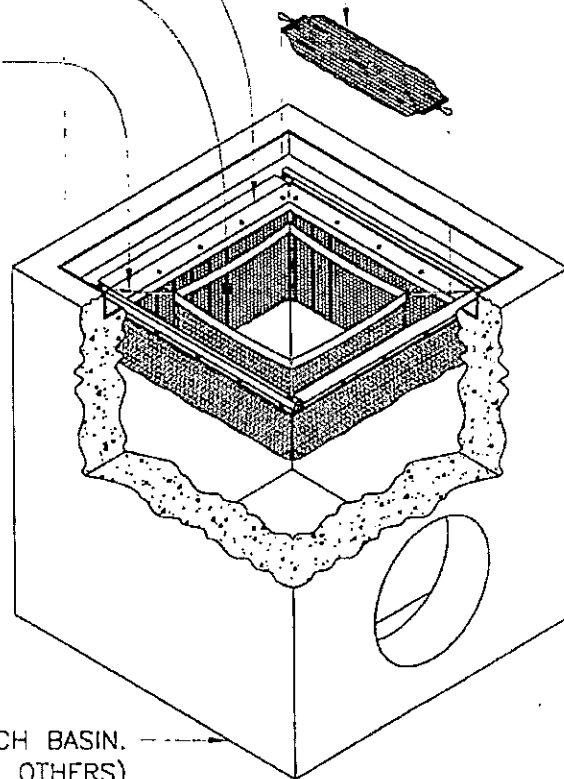


OPTIONAL FOSSIL ROCK ABSORBANT POUCHES
FOUR EACH.

STAINLESS STEEL FILTER FRAME
WITH RUBBER GASKET.

POLYPROPYLENE GEOTEXTILE
FILTER ELEMENT.

STAINLESS STEEL SUPPORT HOOK,
FOUR EACH.



NOTES:

1. Filter insert shall have a high flow bypass feature.
2. Filter support frame shall be constructed from stainless steel Type 304.
3. Filter medium shall be *Fossil Rock™*, installed and maintained in accordance with manufacturer specifications.
4. Storage capacity reflects 80% of maximum solids collection prior to impeding filtering bypass.



Inlet
Filtration

FloGard®
Catch Basin Insert Filter
Grated Inlet Style

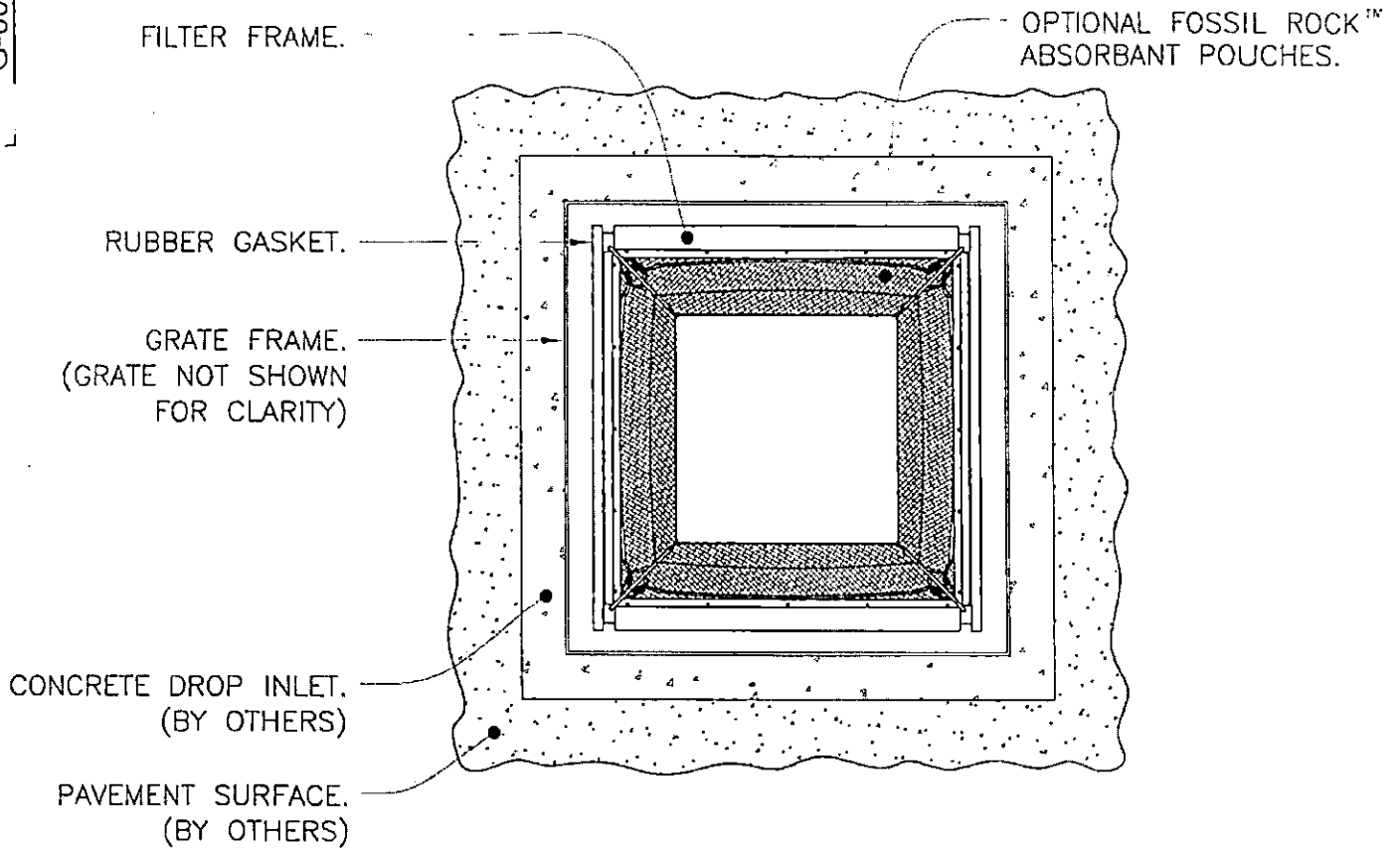


Oldcastle®
Stormwater Solutions

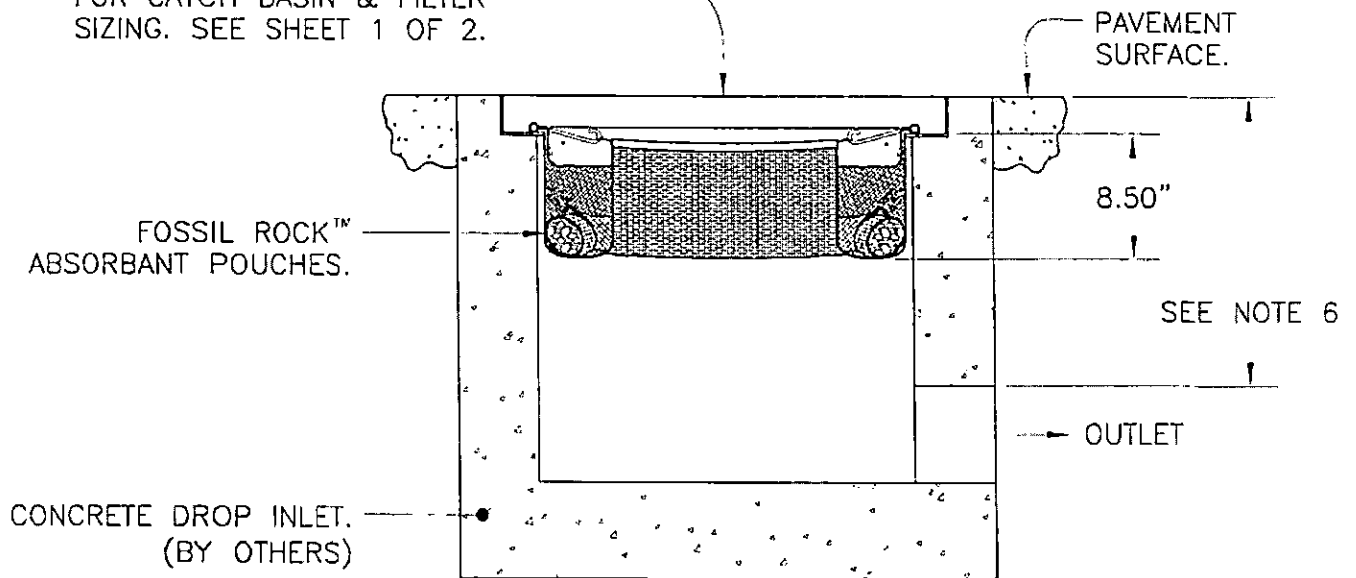
7921 Southpark Plaza, Suite 200 | Littleton, CO | 80120 | Ph: 800.579.8819 | oldcastlestormwater.com
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DRAWING NO.	REV	ECO	ECO-0127	DATE
FG-0001	D	JPR	5/18/15	JPR 12/18/06

SHEET 1 OF 2



REFER TO SPECIFIER CHART FOR CATCH BASIN & FILTER SIZING. SEE SHEET 1 OF 2.



SECTION VIEW



Inlet Filtration

FloGard®
Catch Basin Insert Filter
Grated Inlet Style



Oldcastle®
Stormwater Solutions

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DRAWING NO. FG-0001	REV D	ECO ECO-0127 JPR 5/18/15	DATE JPR 12/18/06	SHEET 2 OF 2
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GENERAL SPECIFICATIONS FOR MAINTENANCE OF FLO-GARD+PLUS® CATCH BASIN INSERT FILTERS

SCOPE:

Federal, State and Local Clean Water Act regulations and those of insurance carriers require that stormwater filtration systems be maintained and serviced on a recurring basis. The intent of the regulations is to ensure that the systems, on a continuing basis, efficiently remove pollutants from stormwater runoff thereby preventing pollution of the nation's water resources. These specifications apply to the FloGard+Plus® Catch Basin Insert Filter.

RECOMMENDED FREQUENCY OF SERVICE:

Drainage Protection Systems (DPS) recommends that installed Flo-Gard+Plus® Catch Basin Insert Filters be serviced on a recurring basis. Ultimately, the frequency depends on the amount of runoff, pollutant loading and interference from debris (leaves, vegetation, cans, paper, etc.); however, it is recommended that each installation be serviced a minimum of three times per year, with a change of filter medium once per year. DPS technicians are available to do an on-site evaluation, upon request.

RECOMMENDED TIMING OF SERVICE:

DPS guidelines for the timing of service are as follows:

1. For areas with a definite rainy season: Prior to, during and following the rainy season.
2. For areas subject to year-round rainfall: On a recurring basis (at least three times per year).
3. For areas with winter snow and summer rain: Prior to and just after the snow season and during the summer rain season.
4. For installed devices not subject to the elements (washracks, parking garages, etc.): On a recurring basis (no less than three times per years).

SERVICE PROCEDURES:

1. The catch basin grate shall be removed and set to one side. The catch basin shall be visually inspected for defects and possible illegal dumping. If illegal dumping has occurred, the proper authorities and property owner representative shall be notified as soon as practicable.
2. Using an industrial vacuum, the collected materials shall be removed from the liner. (Note: DPS uses a truck-mounted vacuum for servicing Flo-Gard+Plus® catch basin inserts.)
3. When all of the collected materials have been removed, the filter medium pouches shall be removed by unsnapping the tether from the D-ring and set to one side. The filter liner, gaskets, stainless steel frame and mounting brackets, etc. shall be inspected for continued serviceability. Minor damage or defects found shall be corrected on-the-spot and a notation made on the Maintenance Record. More extensive deficiencies that affect the efficiency of the filter (torn liner, etc.), if approved by the customer representative, will be corrected and an invoice submitted to the representative along with the Maintenance Record.
4. The filter medium pouches shall be inspected for defects and continued serviceability and replaced as necessary and the pouch tethers re-attached to the liner's D-ring. See below.
5. The grate shall be replaced.

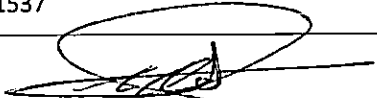
REPLACEMENT AND DISPOSAL OF EXPOSED FILTER MEDIUM AND COLLECTED DEBRIS

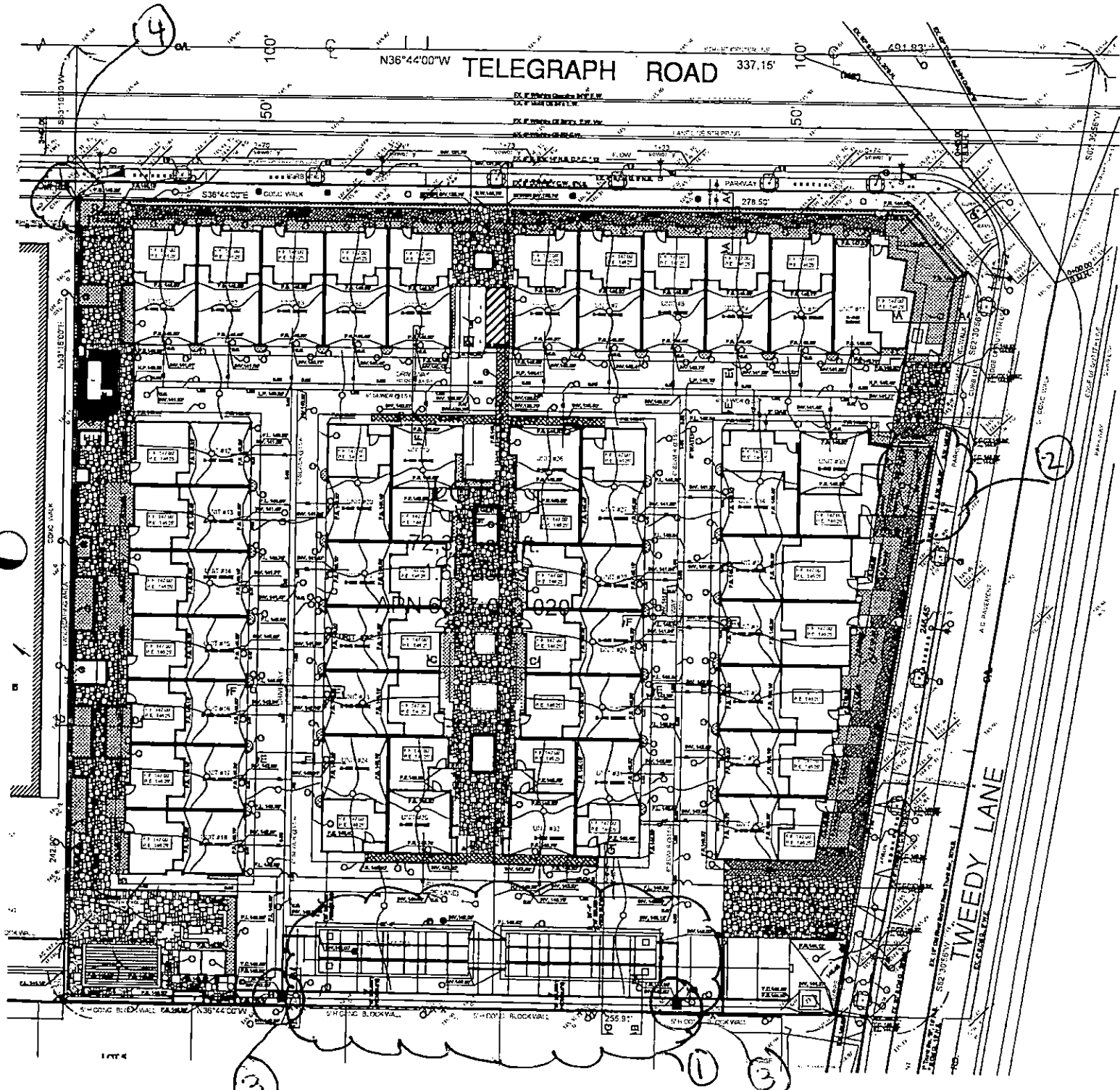
The frequency of filter medium pouch exchange will be in accordance with the existing DPS-Customer Maintenance Contract. DPS recommends that the medium be changed at least once per year. During the appropriate service, or if so determined by the service technician during a non-scheduled service, the filter medium pouches will be replaced with new pouches. Once the exposed pouches and debris have been removed, DPS has possession and must dispose of it in accordance with local, state and federal agency requirements.

DPS also has the capability of servicing all manner of catch basin inserts and catch basins without inserts, underground oil/water separators, stormwater interceptors and other such devices. All DPS personnel are highly qualified technicians and are confined space trained and certified. Call us at (888) 950-8826 for further information and assistance.

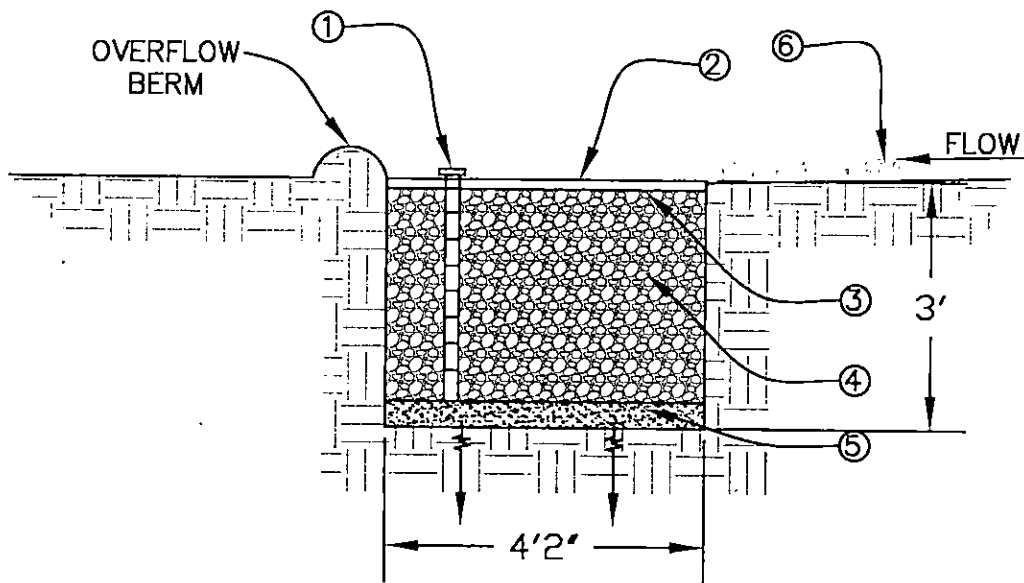
Project Owner's Certification

I certify under penalty of law that this document and all attachments were prepared under my jurisdiction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathered the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Owner's Name:	Mr. Tony Abboud		
Owner's Title:	President		
Company:	Florence-McKinleyDCF Telegraph, LP		
Address:	8141 2nd Street, Suite 520, Downey, CA 90240		
Email:	tony@westernallied.net		
Telephone No:	(562) 904-1537		
Signature:		Date:	2-23-17



- ① 42 cultec Rechargers 330M MID System. 4,415 cu-ft capacity
- ② Infiltration Trench 3' deep x 4'-2" wide x 23' length
- ③ (2) OLD CASTLE FLOGARD FILTER # FF-36D
- ④ (1) OLD CASTLE FLOGARD FILTER # FF-12D



INFILTRATION TRENCH

NOTES:

- 1 OBSERVATION WELL WITH LOCABLE ABOVE-GROUND CAP
- 2 2" PEA GRAVEL FILTER LAYER
- 3 PROVIDE FILTER FABRIC IF NO PRETREATMENT IS PROVIDED
- 4 3'-5' DEEP TRENCH FILL WITH 2"-6" DIAMETER CLEAN STONE WITH 30% - 40% VOIDS
- 5 6" DEEP SAND FILTER LAYER (OR FABRIC EQUIVALENT)
- 6 RUNOFF FILTERS THROUGH GRASS FILTER STRIP OR VEGETATED SWALE

Infiltration Trench Operation and Maintenance Manual

1. Purpose of the infiltration trench maintenance manual

The purpose of this manual is to provide maintenance instructions for the infiltration trench located along northeast side of the project, northwest of Tweedy Lane. Regular maintenance will help to ensure that the infiltration trench functions as it has been designed.

This manual will serve as a reference guide and filed manual to assist the property owner with:

- An overview of the infiltration trench and how it functions.
- A description of the location of infiltration trench.
- An understanding of the procedures required to effectively maintain the infiltration trench on a regular basis.
- Reproducible copies of the forms, logs and guidance sheets necessary for recording maintenance activities associated with the infiltration trench.

2. General Description and function of the infiltration trench

An infiltration trench is a long, narrow, rock-filled trench with no outlet that receives stormwater runoff. Runoff is stored in the void space between the stones and infiltrates through the bottom and into the soil matrix. Infiltration trenches perform well for removal of fine sediment and associated pollutants. Pretreatment using buffer strips, swales, or detention basins is important for limiting amounts of coarse sediment entering the trench which can clog and render the trench ineffective.

- 1st layer is a 2" pea gravel filter layer
- 2nd layer is Double-lined 10 mil. min(Ea) membrane all sides of gravel surround since no pretreatment is provided
- 3rd layer is a 28" deep trench filled with 2"-6" diameter clean stone with 30%-40% voids.
- 4th layer is a 6" deep sand filter layer (or fabric equivalent)

3. Maintenance Responsibility

The Property Owner, Tenant/HOA is ultimately responsible for maintaining the infiltration trench. The goal in maintaining the trench is to ensure that infiltration is occurring. Regular inspections within the trench once they become ineffective in performing as designed are the major components in the maintenance program. In order to achieve this, the following general procedures shall be followed:

- Qualified maintenance person & should periodically inspect the trench at least twice a year. The first inspection should happen prior to August 1 and the subsequent inspection should happen during the period between February 1 and March 31.

- If problem is identified It should be rectified as soon as possible to ensure that the trench functions as designed.

Detailed maintenance procedures are outlined in section 5.

4. Maintenance indicators and Activities

Functional Maintenance:

Regular functional maintenance is required to ensure that the infiltration trench perform in an effective manner functional maintenance consists of both preventative and corrective activities. Logs and guidance sheets are contained herein to use in recording vital information while performing operation inspection and other infiltration trench maintenance activities. Maintenance records shall be maintained by the property owner tenant/HOA for a minimum of five years. The proper use and subsequent storage of these records will assure the City of Downey that the infiltration trench is functioning as designed.

Preventative Maintenance:

Preventative maintenance shall be performed on a regular basis. Checklists are included herein to track and record preventative maintenance activities. These activities include trash and debris removal and sediment management.

Trash and debris removal shall be performed to ensure that runoff has no obstruction into the infiltration trench

Sediment management will occur when testing indicates that the infiltration rate has diminished below the stated acceptable rate.

Corrective Maintenance:

Corrective maintenance will be required on an emergency or non-routine basis to correct problems and restore the intended operation and safe function of the Infiltration trench.

Infiltration Trench Maintenance

- Inspect a minimum of twice a year, before and after the rarity season, after large storms or more frequently as needed.
- Clean the trench when the loss of infiltrative capacity is observed. When the standing water in the pre-treatment system is present for a period of time in excess of 72 hours, removal of sediment may be necessary.
- Control mosquitoes as necessary.
- Remove litter and debris from surface as required.

Design Criteria and Routine Actions	Maintenance Indicator	Inspection Frequency	Maintenance Activity
Inspection for standing water in the infiltration trench	Presence of water that has been standing for 72 hours.	Annually and 72 hours after a storm event.	Check for blockages and unclog.
Inspect observation well for sediment buildup within trench.	Sediment depth within 6" of the invert of the observation well.	Bi-Annually	Removal of rock fill should be removed and all dimensions of the trench should be increased by 2 inches to provide a fresh surface for infiltration.

Maintenance Indicators:

Maintenance indicators are signs or triggers that indicate that maintenance personnel need to check the infiltration trench for maintenance needs. The most common triggers include warnings or accounts of standing water and sediment accumulation. The proceeding Table 1 shows conditions and criteria that trigger the need for some specific routine infiltration trench maintenance activities. Emergencies may occasionally arise that would require a more urgent, critical response.

Sediment Removal:

The types of storm water pollutants that accumulate in sediment varies, but may include contaminants such as heavy metals, petroleum hydrocarbons, and other organic compounds such as pesticides or solvents. When the sediment reaches a level within 6" invert of the manhole, the sediment must be removed.

Sediment Disposal

Several methods for disposal are available depending on the concentration of toxins in the waste, Methods can range from recycling the material, to depositing the sediment into appropriate landfills.

At the time of disposal, if the wastes are deemed to be unfit for disposal in a municipal landfill, a full and comprehensive testing program should be run by a qualified person to test for all the constituents outlined wider California code of Regulations (CCR) Title 22, Title 22 list concentrations of certain chemicals and their soluble threshold limit concentrations (STLC's) and their total threshold limit concentrations (TTLC's). Chemicals that exceed the allowable concentrations are considered hazardous wastes and must be removed from the sediment.

5. Inspection and Maintenance Checklist

Infiltration Trench Inspection and Maintenance Checklist

Date of Inspection: _____

Type of Inspections:

- Monthly
- Pre-Wet Season
- After Heavy Runoff (1" or greater)
- End of Wet Season
- Other _____

Defect	Conditions When Maintenance is Req'd	Maintenance Needed (yes/no)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected when Maintenance is Performed
Standing Water	When water stand in the Pre-treatment system for longer than 72 hours			There should be no standing water in excess of 72 hours
Trash and Debris Accumulation	Visible confirmation of accumulated trash and debris			Trash and debris removed from the infiltration trench and disposed of properly.
Sediment	Evidence of sedimentation in observation well			Materials removed and disposed of properly so that there is no standing water.
Miscellaneous	Any condition not covered above that needs attention to ensure proper function of the infiltration trench.			Meet the design specifications.

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Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/20/18 AT 03:34PM

FEES :	67.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
PAID :	<u>142.00</u>



LEADSHEET



201803203270032

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SEQ:
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DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY: *City of Downey*

WHEN RECORDED MAIL TO: *Hid Cities Engineering*

NAME *Ken Alison*

MAILING ADDRESS *9744 Maple St #101*

CITY, STATE and ZIP CODE

Bellflower, CA, 90706

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TITLE(S)

Recording Resolution No 18-7774

RESOLUTION

RESOLUTION NO. 18-7774

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY
APPROVING TRACT MAP NO. 74254 AND AGREEMENT WITH THE
SUBDIVIDER FOR CONSTRUCTION OF SUBDIVISION PUBLIC
IMPROVEMENTS AND ABANDONMENT PORTION OF FUTURE ALLEY**

WHEREAS, on July 19, 2017, the Planning Commission approved an amendment to Tract Map No. 74254 attached here in as Exhibit "A".

WHEREAS, on December 6, 2017, the Planning Commission considered Tract Map No. 74254 and adopted a minute action recommending City Council approval of said map, and

WHEREAS, a proposed required subdivision agreement (Exhibit "B") between the City and the developer of said property for the construction of certain public improvements has been submitted to the City for approval and execution, and

WHEREAS, said agreement includes a required performance bond (Exhibit "C") as surety for faithful performance of the terms of the agreement, and

WHEREAS, the City Council of the City of Downey upon recommendation of the Planning Commission finds that the abandonment of said portion of "future alley" described herein services the public benefit, and

WHEREAS, adjoining property owner has requested that the public right-of-way be abandoned.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Tract Map No. 74254 is hereby approved and;

SECTION 2. That the agreement for Construction of Subdivision Improvements associated with Tract Map No. 74254 is hereby approved and that the Mayor is hereby authorized to execute the agreement between the City and the developer in a form approved by City Attorney and;


SECTION 3. That the subdivision improvement performance bond is hereby accepted and;

SECTION 4. The public right-of-way being abandoned is described as follows:
THAT PORTION OF 20.00-FOOT WIDE FUTURE ALLEY SHOWN ON THE MAP OF TRACT NO. 16032, LOT 82, IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 354, PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. Furthermore, pursuant to the California Street and Highway Code No. 8346 and said aforementioned area is fully reserved as an easement for public utilities providing the rights necessary to use, maintain, operate, repair, replace, remove, or renew said facilities.


SECTION 5. The City Council hereby orders the abandonment portion of "future alley" and authorizes the City Manager to execute documents pertaining to alley abandonment pursuant to Section 66434(g) of the subdivision map act, and Streets and Highway code that portion of the "future alley" lying within the boundary of this map and which offer of dedication was accepted by the city of Downey Resolution No. 1586 recorded July 14, 1965, as instrument No. 3024 in Book D2976 page 35 of Official Records, not shown on the map.

SECTION 6. That City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 13th day of February, 2018.


SEAN ASHTON, Mayor

ATTEST:

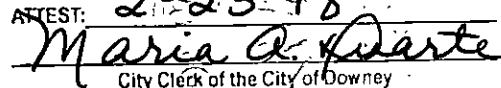

MARIA ALICIA DUARTE, CMC
City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 13th day of February, 2018 by the following vote, to wit:

AYES: Council Members: Pacheco, Rodriguez, Vasquez, Mayor Ashton
NOES: Council Member: None.
ABSENT: Council Member: Saab
ABSTAIN: Council Member: None.


MARIA ALICIA DUARTE, CMC
City Clerk

The foregoing instrument is a full, true and correct copy of the original on file in this office

ATTEST: 2-23-18

City Clerk of the City of Downey

TRACT NO. 74254

IN THE CITY OF DOWNEY
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 82 OF TRACT NO. 18032,
TOGETHER WITH THAT PORTION OF SAID LOT DESIGNATED AS
"FUTURE ALLEY", AS PER MAP RECORDED IN BOOK 354, PAGES 19 AND
20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FOR PLANNED UNIT DEVELOPMENT PURPOSES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

Florence-McKinley OCF Telegraph, LP,
A Delaware Limited Liability Company, Owner

[Signature]
GENERAL PARTNER

NOTARY ACKNOWLEDGEMENT

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON Aug 17, 2017 BEFORE ME, Tak Yin Lee NOTARY PUBLIC, PERSONALLY APPEARED, Abbaud Touf WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF WHICH THE PERSONS 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.

SIGNATURE: *[Signature]*
NAME OF NOTARY: Tak Yin Lee
COUNTY IN WHICH COMMISSIONED: Orange
DATE COMMISSION EXPIRES: Apr 30, 2020
COMMISSION NUMBER: 2351865

PACIFIC ALLIANCE BANK, BENEFICIARY UNDER A DEED OF TRUST RECORDED MAY 10, 2017 AS INSTRUMENT NO. 20170221483, OFFICIAL RECORDS.

[Signature]
ROBERT LIN, EVP

NOTARY ACKNOWLEDGEMENT

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 TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON Aug 17, 2017 BEFORE ME, Tak Yin Lee NOTARY PUBLIC, PERSONALLY APPEARED, Lin Robert WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF WHICH THE PERSONS 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.

SIGNATURE: *[Signature]*
NAME OF NOTARY: Tak Yin Lee
COUNTY IN WHICH COMMISSIONED: Orange
DATE COMMISSION EXPIRES: Apr 30, 2020
COMMISSION NUMBER: 2351865

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY _____ DATE _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 74254 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY _____ DATE _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN AUGUST 2016, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FLORENCE-MCKINLEY TELEGRAPH LP, ON AUGUST, 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

[Signature] 08/16/2017
ERIC K. CHIANG, L.S. 6571 DATE
EXPIRES: 08/30/2018



CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF DOWNEY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT ALL PROVISIONS OF SECTION 66412 (a)(1)(2), AND (3) HAVE BEEN COMPLIED WITH.

JAHANSHAN BOKORI, CITY ENGINEER
CITY OF DOWNEY
P.C.E. 55115, EXPIRES 6-30-2018



CONTRACT CITY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: *[Signature]* 10-17-2017
DAVID O. KINELL, PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 5381



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF DOWNEY BY MOTION PASSED ON THE _____ DAY OF 2017, APPROVED THE ATTACHED MAP.

AND DID ALSO HEREBY ABANDON PURSUANT TO SECTION 66434(d) OF THE SUBDIVISION MAP ACT, THAT PORTION OF THE "FUTURE ALLEY" LYING WITHIN THE BOUNDARY OF THIS MAP AND WHICH WAS SHOWN ON AND DEDICATED ON TRACT NO. 18032 AND WHICH OFFER OF DEDICATION WAS ACCEPTED BY CITY OF DOWNEY RESOLUTION NO. 1586 RECORDED JULY 14, 1985 AS INSTRUMENT NO. 3024 IN BOOK D2978 PAGE 35 OF OFFICIAL RECORDS, NOT SHOWN ON THE MAP.

ALICIA DUARTE, CMCA
INTERIM CITY CLERK-CITY OF DOWNEY

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF DOWNEY, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER-CITY OF DOWNEY _____ DATE _____

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N36°44'00"W OF THE CENTERLINE OF TELEGRAPH ROAD, FORMERLY KNOWN AS ANAHEIM TELEGRAPH ROAD AS SHOWN ON MAP OF TRACT NO. 18032, RECORDED IN BOOK 354, PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PLANNED UNIT DEVELOPMENT NOTE

THIS TRACT IS APPROVED AS A PLANNED UNIT DEVELOPMENT PROJECT FOR 40 LOTS. WHEREBY THE OWNERS OF THE LOTS 1-39 WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS 'LOT A' THAT WILL IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE LOTS.

TRACT NO. 74254

IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
FOR PLANNED UNIT DEVELOPMENT PURPOSES

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
() INDICATES RECORD DATA PER REFERENCE STATED.
CPR INDICATES CALCULATED FROM REFERENCE STATED.
O INDICATES MONUMENT SET AS STATED.

ESTABLISHMENT NOTES:

E1 ESTABLISHED PARALLEL WITH CENTERLINE OF TELEGRAPH ROAD PER R1.
E2 MOST EASTERLY CORNER OF LOT 1 AND MOST SOUTHERLY CORNER OF LOT 82, R1, ESTABLISHED BY PROPORTION.
E3 SOUTHEAST CORNER OF LOT 14 AND NORTHEAST CORNER OF LOT 83, R1, NOTHING FOUND, ESTABLISHED BY RECORDED DISTANCE FROM SELY PER R1.

REFERENCES:

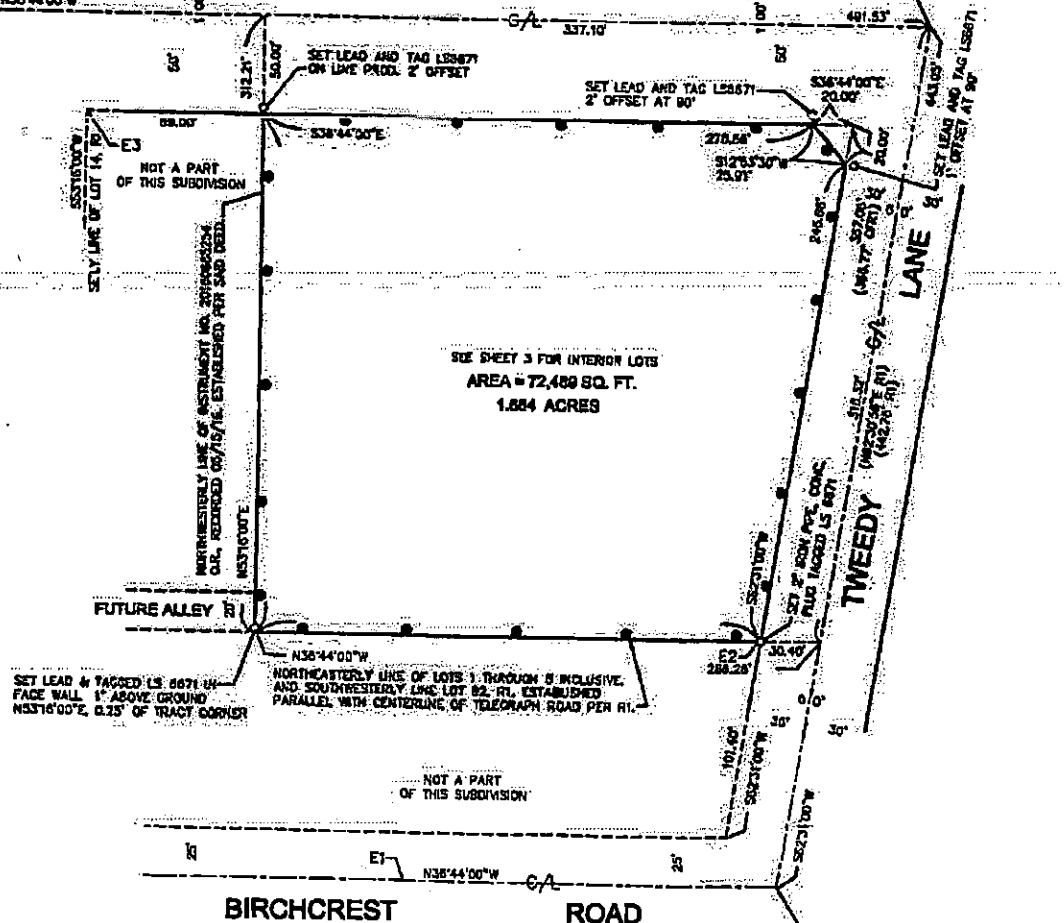
R1 INDICATES RECORD DATA PER TRACT NO. 18032, M.E. 354-10-20

INDUSTRY AVENUE

C/L WT. FOUND SPIKE & WASKER R0E13737 FLUSH PER PWB 1023 PAGE 806,807

TELEGRAPH ROAD

C/L WT. FOUND SPIKE & WASKER R0E13737 FLUSH PER PWB 1023 PAGE 806,807



SEE SHEET 3 FOR INTERIOR LOTS
AREA = 72,480 SQ. FT.
1.884 ACRES

BIRCHCREST ROAD

C/L WT. FOUND SPIKE & WASKER FLUSH PER PWB 1023 PAGE 710

CITY OF DOWNEY
AGREEMENT FOR CONSTRUCTION OF SUBDIVISION PUBLIC IMPROVEMENTS
(Guaranteed by a Subdivision Faithful Performance Bond)

This AGREEMENT is made and entered into this 13th day of February, 2018, by and between the City of Downey, California, a municipal corporation and charter city, hereinafter referred to as "City", and Florence-McKinley DCF Telegraph, L.P., hereinafter referred to as "Developer", whose business address is 8141 Second Street, Suite 520, Downey, CA 90241.

IN CONSIDERATION of City's approval of the final subdivision map ("Tract Map") prior to the completion and acceptance of certain improvements required by conditions of approval of the tentative subdivision map ("Tentative Map") for Tract Map No. 74254 ("Subject Tract Map"), the parties hereto agree as follows:

1. Developer warrants that it has an interest in the real property that comprises the Subject Tract Map.

2. Developer shall construct, at its own expense, the following improvements and all work incidental thereto within the Subject Tract Map, to wit: Construction of drive approach, construct curb & gutter, reconstruct sidewalk, install street trees, install City standard LED street lights, fire hydrants, water meters, and sewer mainline connection along property frontage (collectively "Improvements") in accordance with the plans, profiles and specifications that are on file in the office of the City Engineer of City and the standards that are established by City ordinance, which plans, profiles, specifications and standards are incorporated herein by this reference and are made a part hereof as though set forth at length herein. Developer warrants that said plans, profiles, specifications and standards are adequate to accomplish construction of the Improvements in a good and workmanlike manner and in accordance with accepted construction practices.

3. Developer shall complete the Improvements within 24 months after the date first above written, unless the completion date is sooner extended by the City Council of City upon the request of Developer. If the time for completion of the Improvements is extended by the City Council, the extension shall not affect the validity of this Agreement or release any security filed with City pursuant to Paragraph 5 hereof. No extension shall become effective unless said security, or substitute security that is acceptable to the City, is in effect for the entire period of the extension.

4. Should the security not be renewed and the improvements have not been completed, developer shall be deemed in default in this agreement.

5. Developer has filed with City a subdivision improvement, Faithful Performance & Labor and Material Bonds, securing the faithful performance of this Agreement and additionally securing the payment of those who furnish labor or materials for the Improvements. Said security is in an amount equal to that required by Section 9243 of the Downey Municipal Code, which amount is One Hundred Ninety One Thousand Dollars (\$ 191,000.00). Should the amount of the security become insufficient in the opinion of the City Engineer of City, Developer shall renew the same in an amount deemed sufficient by the City Engineer within ten (10) days after receiving notice therefore from the City Engineer.

TRACT NO. 74254

IN THE CITY OF DOWNEY, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
FOR PLANNED UNIT DEVELOPMENT PURPOSES



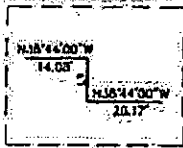
LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

INDICATES THE BEARING AND DISTANCE FROM THE BOUNDARY TO LOTS

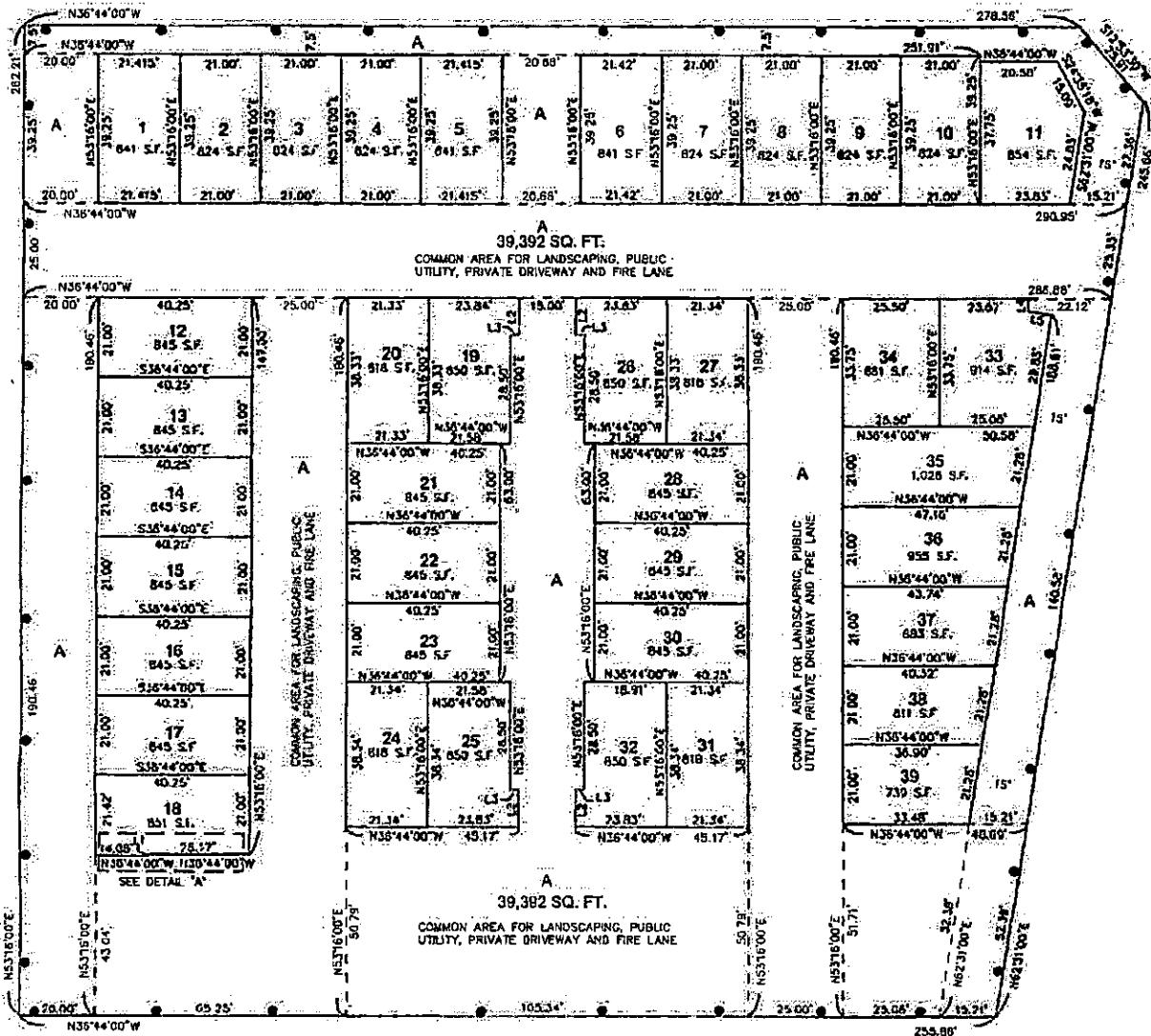
NOTES:

LOT 1 IS COMMON AREA FOR LANDSCAPING, PUBLIC UTILITY, PRIVATE DRIVEWAY AND FIRE LANE



DETAIL 'A'
NOT TO SCALE

NO.	BEARING	DISTANCE
L1	N53°16'00"E	0.42
L2	N53°16'00"E	9.83
L3	N36°44'00"W	2.25
L4	N53°16'00"E	3.29
L5	N27°28'00"W	6.25



6. Developer shall construct the Improvements in a good and workmanlike manner, in accordance with accepted construction practices and to the satisfaction of the City Engineer of City. The Improvements shall not be deemed complete until they are accepted as complete by the City Council of City. At all times until the City Council accepts the Improvements as complete, Developer shall take such precautions as may be necessary to protect the public from any dangerous condition caused by the construction of the Improvements.

7. Developer shall guarantee and warrant the Improvements against any defective work or labor and against any defective materials for a period of one (1) year after the Improvements are accepted as complete by the City Council of City. The Improvements shall not be deemed to have been completed within the time specified in Paragraph 3 hereof until a security guaranteeing the requirements of this Paragraph, in the amount of at least five percent (5%) of the total estimated cost of the improvements, is accepted by City.

8. Developer shall indemnify, defend with counsel approved by City and hold harmless City and its officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from, or in any way connected with, the performance of this Agreement, except such damage as is caused by the sole negligence of City.

9. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

10. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

11. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

12. This Agreement shall run with the land and shall bind and obligate, and inure to the benefit of, the successors and assigns of the parties hereto.

By:


~~Tony Abboud~~

~~General Partner~~

~~(Title)~~

(TO BE NOTARIZED)

CITY OF DOWNEY

ATTEST:



CITY CLERK, Maria Alicia Duarte, CMC
(SEAL)

By:


MAYOR, Sean Ashton

APPROVED AS TO FORM:

By:


CITY ATTORNEY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Los Angeles }

On January 30, 2018 before me, Carmina Amezcua, notary public
(Here insert name and title of the officer)

personally appeared Tony Abboud
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.

Carmina Amezcua

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Downey
Agreement for Construction of Subdivision

(Title or description of attached document)

Public Improvements

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared, which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CITY OF DOWNEY
ENGINEERING DIVISION
CONSTRUCTION COST ESTIMATE FOR LOCATION**

FILE/CASE: **TRACT MAP NO. 74254**

LOCATION: **7940 Telegraph Road**

1	Install	28	Water meters	@	\$2,415.00	each	=	\$67,620.00
2	Install	6	Parkway trees	@	\$350.00	each	=	\$2,100.00
3	Construct	1	Sewer lateral	@	\$12,000.00	each	=	\$12,000.00
4	Construct	1200	Sidewalk improvements	@	\$4.00	SF	=	\$4,800.00
5	Construct	120	8-inch Curb & Gutter	@	\$25.00	LF	=	\$3,000.00
6	Construct	600	Drive approach	@	\$8.00	SF	=	\$4,800.00
7	Construct	144	WC Ramp	@	\$8.00	SF	=	\$1,152.00
7	Install	2	Fire hydrants	@	\$8,000.00	each	=	\$16,000.00
9	Install	7	City Standard Street lights	@	\$2,000.00	each	=	\$14,000.00
Subtotal =								\$125,472.00
Labor and Materials (50%) =								\$62,736.00
One-year Guarantee (5%) =								\$6,273.60
Attorney and Inspection Fees =								\$2,500.00
Total Estimate =								\$190,708.00

TOTAL CASH DEPOSIT REQUIRED FOR THIS PROJECT IS : \$191,000.00

PREPARED BY: Brian Al

DATE: 1-30-18

CHECKED BY: Devi Ag

DATE: 01/30/18

Bond No(s) 100329890

Premium: \$3,820.00/ Annually

**FAITHFUL PERFORMANCE BOND
(Multiple Surety Form)**

WHEREAS, the CITY OF DOWNEY, a municipal corporation and charter city of the State of California ("City"), and FLORENCE-MCKINLEY DCF TELEGRAPH, L.P. as principal ("Principal") have entered into an agreement entitled City of Downey, Agreement for Construction of Subdivision Public Improvements, Tract Map No. 74254 incorporated herein by reference and referred to as the "Contract," which requires Principal to install and complete certain designated public improvements; and,

WHEREAS, under the terms of the Contract and prior to commencing any work under the Contract, Principal is required to furnish a bond to City for faithful performance of the Contract.

NOW, THEREFORE, we the Principal and American Contractors Indemnity Company, all of which are corporations duly authorized and admitted to transact business and issue surety bonds in the State of California ("Sureties"), are held firmly bound unto the City in the sum of One Hundred Ninety One Thousand and no/100 Dollars (\$191,000.00) for the payment of which sum well and truly to be made, we the Principal and Sureties bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that, if the Principal, Principal's heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform all covenants, conditions, and agreements required to be kept and performed by Principal in the Contract and any changes, additions, or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and

in all respects according to their true intent and meanings, and shall indemnify and save harmless City, its officers, employees, and agents, as therein provided, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the sum specified above, there shall be included all costs, expenses, and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Sureties, for value received, hereby stipulate and agree that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect each of their obligations on this bond, and Sureties do hereby waive notice of any such change, extension, alteration, or addition. Sureties further agree that **American Contractors Indemnity Company** ("Lead Surety"), is designated by the Sureties as the Lead Surety and that presentation of any demand for payment or service of any action by the City upon the Lead Surety shall be deemed presentation or service upon all Sureties.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Principal and Sureties. **SIGNED AND SEALED on November 7, 2016.**



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

ADAM FEINBERG

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100329890, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Three million and 00/100 (\$3,000,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of December 2014.



State of California
County of Los Angeles SS:

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: [Signature]
Adam S. Pessin, President

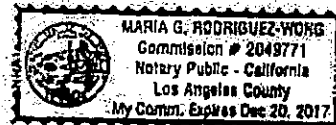
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of November, 2016.

Bond No. 100329890

Agency No. 6884



[Signature]
Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

On November 08, 2016 before me, Carmina Amezcua, notary public,
(Here insert name and title of the officer)

personally appeared Tony Abboud
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.

Carmina Amezcua

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to this signed document with a staple.

ACKNOWLEDGMENT

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 LOS ANGELES

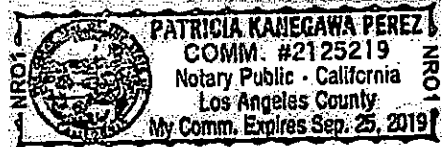
On November 7, 2016 before me, PATRICIA KANEGAWA PEREZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ADAM FEINBERG
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 *Patricia Kanegawa Perez* (Seal)



PRINCIPAL:

FLORENCE-MCKINLEYDCF TELEGRAPH, L.P.

(Principal name)

(Seal)

BY:



(Signature)

Tony Abboud General Partner
(Print name and Title)

Principal address:

8141 2nd St., Suite 520
Downey, CA 90241

Principal Telephone:

562-9237-5838

SURETIES:

American Contractors Indemnity Company

(Surety name)

(Seal)

BY:



(Signature)

Adam Feinberg, Attorney-in-Fact
(Print name and Title)

Surety address:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

Surety telephone:

PH: (310) 649-0990
FX: (310) 645-9274

This page is part of your document - DO NOT DISCARD



20180614826



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/20/18 AT 09:39AM

FEES:	23.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	98.00



LEADSHEET



201806203350005

00015392663



009165038

SEQ:
01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

E:465200

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

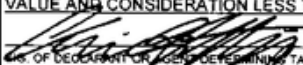
Attn: Title and Valuation

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

514912

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100,001	DISTRICT Whittier	SERVICE ORDER IO 418586	SERIAL NO.	MAP SIZE
 SCE Company FIRM NAME	FIM 100-4251-1 APN 6367-003-020	APPROVED REAL PROPERTIES DEPARTMENT	BY SLS/GB	DATE 01/11/2017

FLORENCE-MCKINLEYDCF TELEGRAPH, L.P. (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of Los Angeles, State of California, described as follows:

THE SOUTHWESTERLY 25.00 FEET OF LOT 1, TRACT NO. 74254, AS PER MAP FILED IN BOOK 1404, PAGES 36 THROUGH 38 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 7th day of March, 2017.

GRANTOR

FLORENCE-MCKINLEY DCF TELEGRAPH, L.P.

Signature

Tony Abboud
Print Name

General Partner
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 Los Angeles)

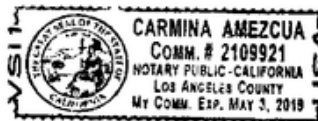
On March 7, 2017 before me, Carmina Amezcua, a Notary Public, personally appeared

Tony Abboud, 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 Carmina Amezcua (Seal)



This page is part of your document - DO NOT DISCARD



20180702124



Pages:
0007

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/13/18 AT 08:00AM

FEES:	55.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	130.00



LEADSHEET



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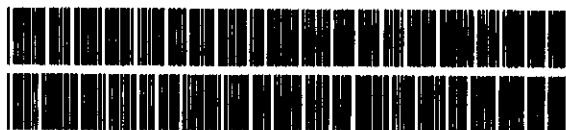
00015480606



009212571

SEQ:
11

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

2

RECORDING REQUESTED BY:

Recording Requested by:
FNTG Builder Services



WHEN RECORDED MAIL TO:

FLORENCE-MCKINLEYDCF TELEGRAPH, L. P.
a Delaware limited partnership
c/o Joumana Abboud
8141 2nd Street, Suite 520
Downey CA 90241

SPACE ABOVE THIS LINE FOR RECORDER'S USE

6

NOTICE OF NON-ADVERSARIAL PROCEDURES UNDER CIVIL CODE SECTION 912(f)

This Notice of Non-Adversarial Procedures under Civil Code Section 912(f) ("Notice") is made by FLORENCE-MCKINLEYDCF TELEGRAPH, L. P., a Delaware limited partnership ("Builder"), with reference to the facts set forth below.

RECITALS

A. Builder is the developer of that certain residential project, located in the City of Downey, California, commonly known as **Telegraph Homes** ("Project"), consisting of homes ("Homes") and common area located on that real property, legally described in Exhibit "A" attached hereto ("Property").

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

C. Builder has elected to engage in the non-adversarial procedures set forth in Sections 910 through 938 of the California Civil Code and is therefore required to record notice of the existence of non-adversarial procedures applicable to certain construction defect claims against the Property and that these procedures impact the legal rights of buyers with respect to the Property pursuant to California Civil Code Section 912(f).

D. Builder also desires to provide notice to the Owner(s) and to their successors and assigns and to the Homeowners Association of their rights under California Civil Code Sections 895 through 938, and of certain other obligations to provide copies of certain purchase documents to their successors and assigns and of each Owner's obligation to follow the Builder's and other reasonable maintenance recommendations ("Recommendations"), if any, for each Home and the Homeowners Association's obligation to follow said Recommendations as they may apply to the common area.

11C

E. Builder also desires to provide notice of its agent for notice of claims made pursuant to these non-adversarial procedures, as set forth below.

NOW, THEREFORE, Builder declares and provides notice of the following to all Owners of the Property:

1. **Non-Adversarial Procedures.** Pursuant to California Civil Code Section 912(f), notice is hereby given by Builder that the non-adversarial procedures set forth in California Civil Code Sections 910 through 938, apply to certain claims which might arise regarding the Property and that these procedures impact the legal rights of buyers with respect to the Property. According to the terms of the statute, the non-adversarial procedures set forth in Civil Code Sections 910 through 938 will not apply if the Builder does not comply with the requirements set forth therein if a claim arises and the parties will then proceed to arbitration under the sales agreement or other applicable document.

2. **Agent for Notice.** Pursuant to California Civil Code Section 912(e), notice is hereby given by the Builder that the Builder maintains as its registered agent for notice the entity set forth below. According to the terms of the statute, all claims and requests for information under California Civil Code Section 910 *et seq.* shall be delivered as required under California Civil Code Section 910(a) as follows: c/o Joumana Abboud, 8141 2nd Street, Suite 520, Downey CA 90241. This contact information is subject to change.

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

3. **Subsequent Purchasers of the Property.** Prior to the close of escrow, the original homeowner received certain documents, which may include, but are not limited to (a) a Maintenance Manual or other maintenance or preventative maintenance information, (b) manufactured products maintenance and limited warranty information, (c) any warranties from Builder, and (d) any other documents provided in conjunction with the original sale of any portion of the Property by Builder (collectively, the "Documents"). The original purchaser of any portion of the Property shall maintain a full and complete copy of the Documents and provide the Documents to any subsequent purchaser. Subsequent purchasers of any portion of the Property are hereby notified that they should obtain the Documents from the Seller of such portion of the Property.

4. **Purpose of Notice Memorandum.** This Notice is prepared for the purpose of recordation of notice of non-adversarial procedures that apply to certain construction defect claims relating to the Property and notice of the obligation of purchasers of any portion of the Property to provide copies of the Documents to subsequent purchasers.

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

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

IN WITNESS WHEREOF, the Builder has executed this Notice for **Telegraph Homes**.

"Builder"

FLORENCE-MCKINLEYDCF TELEGRAPH, L. P.
a Delaware limited partnership

by: TELEGRAPH HOMES LLC
its: General Partner

X _____
by: TONY ABOUD
its: Manager Member

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 Los Angeles) ss.

On June 26, 2018, before me, Carmina Amezcua, Notary Public, personally appeared:

Tony Abboud

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

(SEAL)



Carmina Amezcua
Notary Public

SUBORDINATION BY LIENHOLDER

Pacific Alliance Bank, as Beneficiary under the following Deed of Trust which covers the real property described in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Tract No. ("Declaration") to which this instrument is attached, hereby subordinates the lien of said Deed of Trust to the recording of this Declaration, and agrees that the lien(s) of said Deed of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest. The signing of this Subordination by Lienholder shall not constitute said Lienholder's subordination to any future Assessment liens.

Deed of Trust recorded on May 10, 2017 as Instrument No. 20170521464, of the Official Records of the Los Angeles County Recorder.

Pacific Alliance Bank

X *Paul Yuen*
By: Paul Yuen
its: SVP

X *Robert Lin*
By: ROBERT LIN
its: EVP

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 Los Angeles) ss.

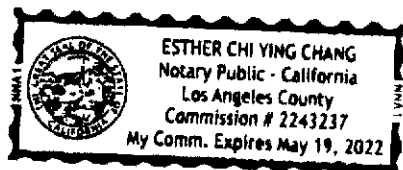
On July 6, 2018, before me, Esther Chi Ying Chang, Notary Public, personally appeared:

Paul Yuen and Robert Lin
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.

(SEAL)



Esther
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 through 39, inclusive and Lot A of Tract 74254 in the City of Downey, County of Los Angeles, State of California as per Tract Map recorded in Book 1404, Pages 36 through 38, inclusive of maps, in the Office of the Country Recorder of Los Angeles.

This page is part of your document - DO NOT DISCARD



20180702125



Pages:
0008

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/13/18 AT 08:00AM

FEES:	58.00
TAXES:	0.00
OTHER:	0.00
SB2:	150.00
PAID:	208.00



LEADSHEET



201807130140033

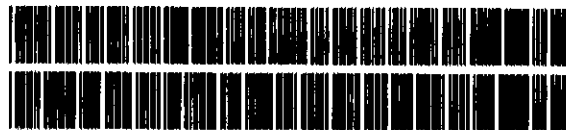
00015480607



009212571

SEQ:
12

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
Recording Requested by:
FNTG Builder Services

WHEN RECORDED, MAIL TO:

Murakami Law Office
371 Van Ness Way, Suite 130
Torrance, CA 90501-6295



(Space Above for Recorder's Use)

TELEGRAPH HOMES

PRIVATE STREET EASEMENT AGREEMENT

This PRIVATE STREET EASEMENT AGREEMENT ("Agreement") is made on June 26, 2018, between FLORENCE-MCKINLEYDCF TELEGRAPH, L. P., a Delaware limited partnership ("Developer") and TELEGRAPH HOMES HOA, a California nonprofit mutual benefit corporation ("Association"). Developer and Association are also referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. Developer has developed a planned development project known as Telegraph Homes ("Community") of the real property ("Property") legally described as:

Tract No. 74254, in the City of Downey, as per Map recorded in Book 1404, Pages 36 through 38, inclusive, of Maps, in the Office of the County Recorder of Los Angeles County.
- B. The Community will be governed by a homeowners association ("Association") pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") recorded against the Property. The Community will be developed in two sales phases as approved by the California Bureau of Real Estate ("BRE"). Phase 1 will consist of Lots 1 through 11, and Lots 33 through 39. Phase 2 will consist of residential Lots 12 through 32 and Lot A. The Community includes a private street ("Private Street") which is Lot A. Before the sale of the first Lot in Phase 2, but no later than September 30, 2018, the Developer will convey ("Conveyance Date") the Private Street to the Association.
- C. Until the Conveyance Date, the owners, occupants, and visitors of Phase 1 in the Community will need an easement for ingress and egress over the Private Street, from the Developer, until the Private Street is conveyed ("Conveyance Date") to the Association the earlier of (i) before the first sale of a lot in Phase 2, or (ii) September 30, 2018.
- D. Developer and the Association now desire to enter into this Agreement to grant nonexclusive easement for access, ingress and egress, use and enjoyment over the Private

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Street for the owners of Phase 1 and their visitors and the Association in accordance with the provisions of this Agreement.

THEREFORE, the Parties agree as follows:

1. **Nonexclusive Easement.** Effective upon the first close of escrow of a residential lot in Phase 1 of the Community, Developer shall grant to the owners of Phase 1 and their visitors and the Association, a nonexclusive easement ("Easement") for ingress and egress over the Private Street.
2. **Indemnification by Association.** The owners of Phase 1 and the Association shall indemnify, defend, and hold Developer free and harmless from any and all loss, damage, or liability occurring during the term of this Agreement, arising from and related to the use of the Easement over the Private Street.
3. **Conveyance of Private Street.** Developer agrees to convey the Private Street (Lot A), lien free, to the Association the earlier of (i) before the first sale of a lot in Phase 2, or (ii) September 30, 2018 ("Conveyance Date").
4. **Final Lift of Asphalt; Conditions for Contribution of Accrued Reserves.** Developer shall complete the final lift of asphalt ("Final Lift") on the Private Street, consisting of 30,468 square feet, no more than thirty (30) days before the Conveyance Date. Developer shall contribute to the Association's reserve account on a monthly prorated basis annual reserves attributable to the Private Street as shown on the current reserve budget reviewed by the BRE, which reserves accrue from the date on which the Developer installs the Final Lift, until the Conveyance Date.
5. **Interim Maintenance of Private Street by Developer.** The Developer shall perform all required maintenance and repair of the Private Street or cause such maintenance and repair to be performed to those portions of the Private Street until the conveyance of the Private Street to the Association.
 - (a) **Standard for Maintenance.** For purposes hereof, the phrase "required maintenance and repair" shall refer only to maintenance or repair that is necessary to keep the Private Street then subject to Easement physically passable by vehicles and pedestrians in reasonable exercise of the Easement granted hereby. The phrase does not include repair of cosmetic damage to road surfaces, or restoration of damage to decorative concrete or other improvements in the Private Street, nor any other maintenance or repair work unless necessary to restore reasonable physical access over a portion of an Easement area.
 - (b) **Association's Limited Right to Cure and Reimbursement.** If Developer fails to reasonably perform its required maintenance and repair obligations, the Association may perform the maintenance and repair, but only after thirty (30) days have elapsed since delivery of written notice to Developer without any attempt by Developer during such period to perform the required maintenance and repair or to commence maintenance and repair if such work will take longer than 30 days. The Developer shall reimburse the Association for all actual direct costs incurred by the Association in connection with such maintenance and repair (collectively, "Costs") within fifteen (15) days after receiving the Association's written demand for reimbursement and itemization of all Costs. If the Developer fails to reimburse the Association as provided above, all amounts due the Association shall bear interest at the rate of ten percent (10%) per annum from the date due until the date paid.
6. **Eminent Domain.** If all or any part of the Private Street covered by the Easement are taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation by any

public, corporate, or other entity with eminent domain powers or authority, so as to terminate this Easement in whole or in part, the Developer and the Association shall act jointly to recover the full value of the interests in the Private Street and Easement subject to the taking or in-lieu purchase; and all direct and incidental damages resulting therefrom. All expenses reasonably incurred by the Developer and the Association in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Developer and the Association shall be entitled to compensation in accordance with applicable law.

7. **Destruction.** In case of destruction of the Private Street covered by the Easement, the Developer and the Association, shall follow the provisions of the Article of the Declaration entitled, "*Damage and Destruction to Improvements,*" of the Declaration.
8. **Notices.** Any notice, request, demand, or other communication given or required to be given ("*Notice*") shall be in writing and personally delivered, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized courier service such as Federal Express, addressed as follows:

Association:

Joumana Abboud
8141 2nd Street, Suite 520
Downey CA 90241

Developer:

Joumana Abboud
8141 2nd Street, Suite 520
Downey CA 90241

Delivery of any notice shall be deemed made on the date of its actual delivery to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of (first attempted) delivery to that address, if sent by mail or courier. Notice may also be given by telecopier to any party having a telecopier machine compatible with the telecopier machine of the party sending the notice. Any notice given by telecopier shall be deemed delivered when received by the telecopier machine of the receiving party if received before 5:00 p.m. (Pacific Time) on the business day received, or if received after 5:00 p.m. (Pacific Time) or on a day other than a business day (i.e., a Saturday, Sunday, or legal holiday), then such notice shall be deemed delivered on the next following business day. The transmittal confirmation receipt produced by the telecopier machine of the sending party shall be prima facie evidence of such receipt. Any party may change its address or telecopier number for notice purposes by giving written notice of such change to the other party.

9. **RESOLUTION OF DISPUTES.** IF THERE IS A DISPUTE BETWEEN THE ASSOCIATION, ON AND THE DEVELOPER, THE DISPUTE SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS DESCRIBED IN OF THE DECLARATION, WHICH IS INCORPORATED HEREIN BY THIS REFERENCE.
10. **Miscellaneous.**
- (a) **Assignment.** Developer may assign all or any portion of its rights under this Agreement by means of an express written and recorded assignment to any persons or entities who acquire all or any portion of the Community.
- (b) **Waiver.** The waiver by any Party of the breach by any other Party of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement.

- 5
- (c) **Enforcement.** The Parties acknowledge that the rights granted hereunder are of a special and unique kind and character and that if there is a breach of any covenant, condition, or restriction contained herein by any Party, the other Parties would not have an adequate remedy at law. The Parties, therefore, agree that, in addition to remedies at law or hereunder, this Agreement may be enforced, without limitation, by an action for specific performance and such other equitable relief as is provided under California law.
 - (d) **Choice of Law.** This Agreement shall be governed by and construed in accordance with California law.
 - (e) **Language Construction.** Whenever the context of this Agreement requires, the masculine gender shall include the feminine and neuter and the singular number shall include the plural. Designations used herein are for convenience only and shall not be controlling in the interpretation of this Agreement.
 - (f) **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect.
 - (g) **Entire Agreement.** This Agreement constitutes the sole agreement among the Parties and supersedes any and all other agreements, whether oral or written, concerning the obligations identified herein. The Parties hereby acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement shall be valid or binding.
 - (h) **Capitalized Terms.** Capitalized terms not defined in this Agreement shall have the meanings given them in the Declaration.

[Signatures and Notaries on Following Pages]

Signed by the Parties to be effective on the date first written above.

"Developer"

FLORENCE-MCKINLEYDCF TELEGRAPH, L. P.

a Delaware limited partnership

by: TELEGRAPH HOMES LLC

its: General Partner

X



by: TONY ABBLOUD

its: Manager Member

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 LOS ANGELES) ss.

On June 26, , 2018, before me, Carmina Amezcua,
Notary Public, personally appeared:

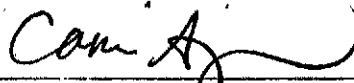
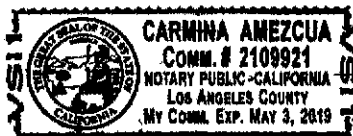
Tony Abboud

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.

(SEAL)



Notary Public

"Association"

TELEGRAPH HOMES HOA
a California nonprofit mutual benefit corporation

X Joumana Abboud
By: Joumana Abboud
Its: Association Member

X _____
By:
Its:

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

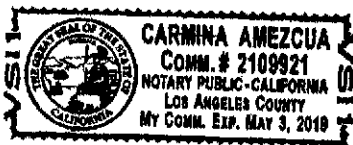
On June 27, 2018, before me, Carmina Amezcua, Notary Public, personally appeared:

Joumana Abboud

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.



Carmina Amezcua
Notary Public

SUBORDINATION BY LIENHOLDER

Pacific Alliance Bank, as Beneficiary under the following Deed of Trust which covers the real property described in the Private Street Easement Agreement to which this instrument is attached, hereby subordinates the lien of said Deed of Trust to the recording of this Declaration, and agrees that the lien(s) of said Deed of Trust shall be subordinated to and subject to each and every provision of the Declaration and any future amendments not affecting the beneficial interest. The signing of this Subordination by Lienholder shall not constitute said Lienholder's subordination to any future Assessment liens.

Deed of Trust recorded on May 10, 2017 as Instrument No. 20170521463, of the Official Records of the Los Angeles County Recorder.

PACIFIC ALLIANCE BANK

X *Paul Yuen*
By: Paul Yuen
its: SVP

X *Robert Lin*
By: ROBERT LIN
its: EVP

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 Los Angeles) ss.

On July 6, 2018, before me, Esther Chi Ying Chang,
Notary Public, personally appeared:

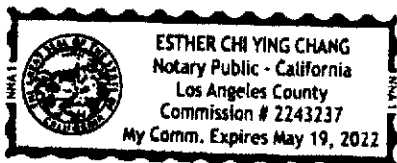
Paul Yuen and Robert Lin

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.

(SEAL)



Esther Chi Ying Chang
Notary Public

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20180702126



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/13/18 AT 08:00AM

FEEs:	49.00
TAXES:	0.00
OTHER:	0.00
SB2:	150.00
PAID:	199.00



LEADSHEET



201807130140033

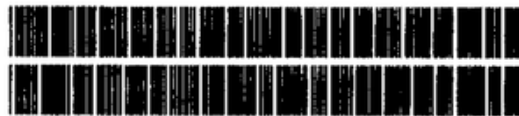
00015480608



009212571

SEQ:
13

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T72

CS0019

2

Recording Requested By:
Recording Requested by:
FNTG Builder Services



When Recorded Mail to:

FLORENCE-MCKINLEYDCF TELEGRAPH, L. P.
8141 2nd Street, Suite 520
Downey CA 90240

SPACE ABOVE FOR RECORDER'S USE

DECLARATION OF ANNEXATION FOR
TELEGRAPH HOMES
(Phase 2)

4

THIS DECLARATION OF ANNEXATION is made by FLORENCE-MCKINLEYDCF TELEGRAPH, L. P., a Delaware limited partnership ("Declarant") as the developer of that certain residential real estate project known as TELEGRAPH HOMES ("Project").

WHEREAS, Declarant is the owner of that certain real property located in City of Downey, County of Los Angeles, State of California, described as Lots 12 through 32 and Lot A of Tract No. 74254 as per Map recorded in Book *, Pages *, of Maps in the Office of the said County Recorder. ("Additional Territory"); and
***1404 *36 to 38, inclusive**

WHEREAS, that certain Declaration establishing covenants, conditions, restrictions and easements for the Project was recorded on concurrently, 201__ as Instrument No. herewith, of Official Records of said County for the following real property ("Original Property"): Lots 1 through 11, inclusive and Lots 33 through 39, inclusive, of Tract No. 74254, as per Map recorded in Book 1404, Pages 36 through 38, inclusive, of Maps, records of said County, State of California.

***XI**
WHEREAS, Article * of the Declaration provides that Declarant may, without the approval of the Owners, add any portions of the Additional Territory (as defined in the Declaration) to the Original Property and bring the Additional Territory within the plan and scheme of the Declaration provided that said annexation is in conformance with the general plan submitted to the Bureau of Real Estate.

WHEREAS, Declarant desires and intends that the Additional Territory shall be annexed pursuant to the Declaration and that all Owners, Mortgagees, Occupants, and other persons hereinafter acquiring any interest in the Additional Territory, or any part thereof, shall at all times enjoy the benefits of and shall hold their interest subject to the rights, easements, covenants, conditions, restrictions and obligations set forth in the Declaration.

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NOW, THEREFORE, Declarant, as the recorded owner of the Additional Territory, for the purposes set forth above, hereby declares that all of the Additional Territory is annexed pursuant to the Declaration and shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements set forth therein, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Annexed Territory and be binding on all parties having any rights, title or interest therein, or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion thereof.

ARTICLE I

FURTHER DECLARATIONS

Declarant certifies and declares that this Declaration of Annexation is in accordance with the terms of the Declaration and the general plan of the Bureau of Real Estate.

ARTICLE II

USE RESTRICTIONS

The Annexed Territory shall be subject to the covenants, conditions, restrictions and easements set forth in the Declaration.

IN WITNESS WHEREOF, this Declaration of Annexation is made by Declarant on _____, 201__.

"Declarant"

FLORENCE-MCKINLEYDCF TELEGRAPH, L. P.
a Delaware limited partnership

by: TELEGRAPH HOMES LLC
its: General Partner

X _____
by: TONY ABBOUD
its: Manager Member

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 LOS ANGELES) ss.

On JUNE 26, 2018, before me, Carmina Amezcua, Notary Public, personally appeared:

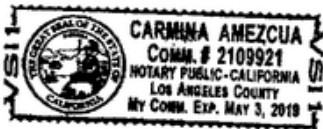
TONY ABBOUD

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.

(SEAL)



Carmina Amezcua
Notary Public

APPROVAL OF RECORDING AND SUBORDINATION BY LENDER

Pacific Alliance Bank, as Beneficiary under the following Deed of Trust which covers the real property described in the Declaration of Annexation for Telegraph Homes (Phase 2) to which this instrument is attached, hereby approves and consents to the recording of this Declaration of Annexation for Telegraph Homes (Phase 2), and agrees that the liens of each of the Deed of Trust shall be subordinated to and subject to each and every provision of the Declaration of Annexation for Telegraph Homes (Phase 2) and to all easements provided for thereunder, however and whenever granted:

Deed of Trust recorded on May 10, 2017 as Instrument No. 20170521463, of the Official Records of the Los Angeles County Recorder.

Pacific Alliance Bank

x Paul Yuen
By: Paul Yuen
its: SVP

x Robert Lin
By: ROBERT LIN
its: evp

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 Los Angeles) ss.

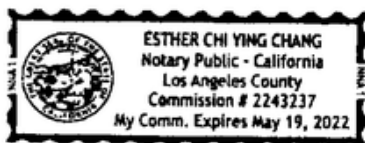
On July 6, 2018, before me, Esther Chi Ying Chang
Notary Public, personally appeared:

Paul Yuen and Robert Lin
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.

(SEAL)



Esther Chi Ying Chang
Notary Public

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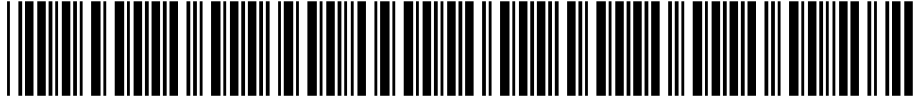


Pages:
0020

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

06/24/21 AT 08:00AM

FEES:	81.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	<u>156.00</u>



LEADSHEET



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00020729040



012367642

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

ORG-149925-1000-1830-1974

Recording Requested By: *Nisumet*
BETTER MORTGAGE CORPORATION

And After Recording Return To:
ATTN: BETTER MORTGAGE
POST-CLOSING BMC (101)
2704 ALT 19 NORTH
PALM HARBOR, FLORIDA 34683
Loan Number: 1092065151

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100529000002007433

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JUNE 17, 2021, together with all Riders to this document.
- (B) "Borrower" is DANIEL BARBOZA, A SINGLE MAN
BORROWER'S ADDRESS IS 8405 Tweedy Ln, Downey, California 90240.

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is BETTER MORTGAGE CORPORATION, ISAGA

Lender is a CALIFORNIA CORPORATION organized
and existing under the laws of CALIFORNIA
Lender's address is 3 WORLD TRADE CENTER, 175 GREENWICH STREET, 59TH FLOOR, NEW
YORK, NEW YORK 10007

- (D) "Trustee" is Title365 Company
345 Rouser Road, Suite 101, Coraopolis, Pennsylvania 15108

- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security**

Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JUNE 17, 2021.

The Note states that Borrower owes Lender FOUR HUNDRED SEVEN THOUSAND SEVEN HUNDRED FIFTY-THREE AND 00/100 Dollars (U.S. \$ 407,753.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2051.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of Los Angeles County :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. : 6367-035-035

which currently has the address of 8405 Tweedy Ln
[Street]
Downey , California 90240 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check,

treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section

15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of

any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage

Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability

under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in

Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

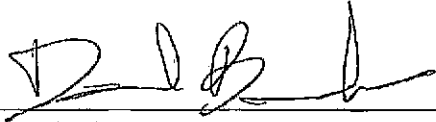
24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.



Daniel Barboza (Seal)
-Borrower

Witness

Witness

[Space Below This Line For Acknowledgment]

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 LOS ANGELES)

On JUNE 17, 2021 before me, MANUEL LOPEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Notarizing Officer

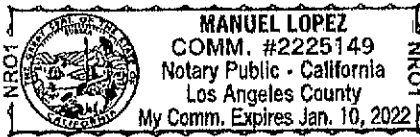
personally appeared Daniel Barboza

Name(s) of Signer(s)

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.



Man Lopez
Signature of Notary Public

Notary Seal

Loan Originator: Ja'ala Goodman-Robinson, NMLSR ID 1883818
Loan Originator Organization: Better Mortgage Corporation, NMLSR ID 330511

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17th day of JUNE, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to BETTER MORTGAGE CORPORATION, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

8405 Tweedy Ln, Downey, California 90240
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

Telegraph Homes
[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and

which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

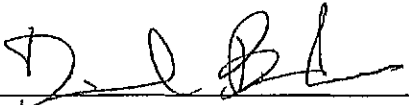

_____(Seal)
Daniel Barboza -Borrower

EXHIBIT "A"

The Land Referred to Herein Below is Situated Downey in the County of Los Angeles, State of California,
and is Described as Follows:

Parcel 1:
Lot 35 of Tract No. 74254, According to Map Filed in Book 1404, Pages 36 to 38, Inclusive, of Maps, in
the Office of Said County Recorder of California.

Parcel 2:
Non-exclusive Easements Appurtenant to Parcel 1 Above, on and Over the "Common Area" as Defined in
the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Telegraph
Homes ("Declaration") Recorded in the Office of Said County Recorder of California on July 13, 2018 as
Instrument No. 201800702123 of Official Records, for Access, Use, Occupancy, Enjoyment, Ingress and
Egress of the Amenities Located Thereon. The Common Area is for the Use of Owners of Lots Which Are
Subject to the Declaration and is Not for the Use of the General Public.

Being that parcel of land conveyed to Daniel Barboza, a single man from Florence – MckinleyDcf
Telegraph L.P. by that deed dated 01/11/2019 and recorded 01/17/2019 in Instrument 20190049820, of
the Los Angeles County, CA public registry. According to the public records, there has been no
conveyance of the land within a period of twenty-four months prior to the date of this report, except as
follows: None

Parcel ID(s): 6367035035