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Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

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05 1166714

Recording requested by, and  
When recorded, return to:  
The City of Los Angeles  
Los Angeles Housing Department  
P.O. Box 532729  
Los Angeles, CA 90053-2729  
Attention: Cynthia Landis

Assessor's Identification Number:

C-108061

AGREEMENT NUMBER 108061 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
WARNER CENTER CONDOMINIUMS, LLC  
RELATING TO A  
HOUSING PURCHASE OR RENTAL COVENANT AND AGREEMENT  
FOR MODERATE INCOME FAMILIES

THIS HOUSING PURCHASE COVENANT AND AGREEMENT FOR MODERATE INCOME FAMILIES ("AGREEMENT") is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Housing Department ("DEPARTMENT") of the City of Los Angeles, and Warner Center Condominiums, LLC, a Delaware limited liability company ("PROPERTY OWNER"), the fee owners of that certain real property ("PROPERTY") located in Los Angeles County, California legally described in Exhibit A, attached hereto.

WHEREAS, PROPERTY OWNER has recently acquired the PROPERTY consisting of one thousand two hundred seventy nine (1,279) approved condominium units currently in use as rental units, and including recreational and other facilities, and proposes to sell the individual condominium units in accordance with City Plan Case Number 83-554, Ordinance No. 159381, and Final Tract Map No. 44600 on file with the City of Los Angeles, California ("CITY"); and

WHEREAS, pursuant to the General Covenant and Agreement recorded against the PROPERTY as Instrument No. 86-338878 ("COVENANT") attached hereto as Exhibit D, PROPERTY OWNER must set aside one hundred five (105) of the condominium units developed on the PROPERTY for sale as moderate income dwelling units for the sole use and occupancy of MODERATE INCOME HOUSEHOLDS (defined below) and comply with other conditions related thereto as set forth in the COVENANT (the "CONDITIONS"); and

WHEREAS, the purpose of this AGREEMENT is to assure that the PROPERTY OWNER and each future BUYER (defined below) and OWNER (defined below) of a MODERATE INCOME UNIT (defined below) comply with the requirements of the COVENANT and the CONDITIONS; and

WHEREAS, the purpose of this AGREEMENT is to provide for the housing needs of all segments of the population; to provide increased home ownership opportunities for all segments of the population; to assure that new housing developments better meet the housing needs for all segments of the population; and to assure the provision of adequate housing for City residents with particular attention to the needs of MODERATE INCOME HOUSEHOLDS; and

WHEREAS, the parties agree that because the PROPERTY OWNER's predecessor in interest did receive from the City the benefits of having a housing development approved pursuant to the provisions of Section 12.32 of the Los Angeles Municipal Code, it is therefore appropriate that the PROPERTY OWNER now provide the one hundred five (105) moderate income dwelling units for sale as required by the COVENANT; and

WHEREAS, it is the intent of the parties that the DESIGNATED UNITS (defined below) herein shall be held, sold, and conveyed subject to the limitations, restrictions, covenants and conditions provided for in this AGREEMENT for the benefit of the City of Los Angeles which is the owner of the public streets and areas adjoining the PROPERTY; and

WHEREAS, these provisions are for the purpose of enabling only ELIGIBLE HOUSEHOLDS (defined below) to purchase the DESIGNATED UNITS.

NOW THEREFORE, in consideration of the mutual covenants and representations herein contained, the parties hereto covenant, represent and agree as follows:

#### ARTICLE I. DEFINITIONS

1.1 "ADVISORY AGENCY" means the Director of Planning of the City of Los Angeles as described in Section 17.03 of the Los Angeles Municipal Code.

1.2 "DEPARTMENT" means the Los Angeles Housing Department of the City of Los Angeles.

1.3 "BUYER", in the event any of the DESIGNATED UNITS are sold, is the member or members of an ELIGIBLE HOUSEHOLD who purchase one of the DESIGNATED UNITS.

1.4 "DECISION-MAKING BODY" means the administrative agency, official, or board, including the City Council, which gave final approval to the Covenant attached as Exhibit D.

1.5 "DESIGNATED UNIT" means a condominium unit on the PROPERTY which is reserved for sale to or rental to and occupancy by a MODERATE INCOME HOUSEHOLD and which is made available by PROPERTY OWNER for rent or sale to ELIGIBLE HOUSEHOLDS during the period of affordability set forth in Section 6.7.

1.6 "ELIGIBLE HOUSEHOLD" means a household that qualifies as a MODERATE INCOME HOUSEHOLD. For reference purposes, the eligibility income requirements for the current year are specified in Exhibit B.

1.7 "HOUSEHOLD INCOME" means the current adjusted gross income, as calculated for Federal Income Tax purposes, of the BUYER and includes the amount of the adjusted gross income similarly calculated of all other persons 21 years of age or older who intend to reside with BUYER in the DESIGNATED UNITS.

1.8 "HUD" means the United States Department of Housing and Urban Development.

1.9 "MODERATE INCOME UNIT" means a condominium dwelling unit in the Project required to be rented to, or sold for occupancy by MODERATE INCOME HOUSEHOLDS with a HOUSEHOLD INCOME that does not exceed one hundred twenty percent (120%) of area median income for the Los Angeles Metropolitan Statistical Area as determined by HUD with adjustments for smaller or larger households.

1.10 "MODERATE INCOME HOUSEHOLD" means a household whose HOUSEHOLD INCOME does not exceed one hundred twenty percent (120%) of the area median income for the Los Angeles Metropolitan Statistical Area as determined by HUD with adjustments for smaller or larger households.

1.11 "OWNER" means each person or entity holding a record ownership interest in the Property, their successors and assignees, transferees, heirs, executors or administrators. This term includes PROPERTY OWNER and the BUYER of a DESIGNATED UNIT and, except as expressly provided for in this Agreement to the contrary, BUYER shall fulfill all the duties and obligations of OWNER with respect to its DESIGNATED UNIT for as long as BUYER has an interest in the DESIGNATED UNIT. OWNER shall not include persons or entities who hold an interest merely as security for the performance of an obligation. OWNER shall not include persons or entities after they have ceased to hold a record ownership interest in the Property.

1.12 "PURCHASE PRICE" shall be determined by multiplying one hundred twenty percent (120%) of Los Angeles Metropolitan Statistical Area median income level for a family of four persons by 2.5, plus any actual improvement costs, evidenced by receipts, of individual capital improvements made to the units, which have a useful life greater than five years and which are made with all required building and government approvals and with approval of the relevant condominium or homeowners association, if such approvals are required.

1.13 "RENT" means the consideration, including any bonus, benefits, or gratuity, demanded by or received by a landlord for, or in connection with, the use or occupancy of a rental unit or the assignment of a lease for such a unit, including, but not limited to, monies demanded or paid for parking, furnishings or housing services provided to all tenants at no additional rent, or subletting, but not including payments for utilities. Rent may not exceed thirty percent (30%) of one-hundred-twenty percent (120%) of the net median income as established by the DEPARTMENT from time to time to reflect HUD updates of median family income estimates.

## ARTICLE 2. SALES RESTRICTIONS

(For those DESIGNATED UNITS available for sale)

2.1 Pursuant to requirements of the COVENANT, PROPERTY OWNER has identified and reserved one hundred twenty (120) dwelling units (the "RESERVED UNITS") located on the PROPERTY in the following five (5) residential buildings that contain the first five hundred (500) dwelling units built on the PROPERTY: 5515, 5525 and 5535 Canoga Avenue and 5530 and 5500 Owensmouth Avenue (the "BUILDINGS"). The RESERVED UNITS are those Condominium Units described on Exhibit E attached hereto and incorporated herein by this reference and are composed of 57 one-bedroom/one-bath units and 63 two-bedroom/two-bath units. Except for sales to the existing rental tenants of such RESERVED UNITS who choose to exercise their exclusive right under State law to purchase their unit, PROPERTY OWNER shall reserve the RESERVED UNITS from its market rate sales and marketing program until all of the one hundred five (105) DESIGNATED UNITS have been established from such RESERVED UNITS for sale to ELIGIBLE HOUSEHOLDS as MODERATE INCOME UNITS. On or before June 1, 2005, PROPERTY OWNER shall designate one hundred five (105) dwelling units from the RESERVED UNITS on the PROPERTY for the sole use and occupancy of an ELIGIBLE HOUSEHOLD, as the DESIGNATED UNITS, provided, however, that any currently existing tenants of such DESIGNATED UNITS may continue to rent such units from PROPERTY OWNER for the balance of their unexpired rental term and at the rental amount specified in the terms and conditions of their existing rental agreement for such unit. If, prior to June 1, 2005, more than fifteen (15) of the existing tenants of the RESERVED UNITS have exercised their exclusive right under State law to purchase their unit, then PROPERTY OWNER shall designate either a replacement one-bedroom/one-bath unit or a two-bedroom/two-bath unit from the remaining dwelling units in the BUILDINGS as a DESIGNATED UNIT. The DESIGNATED UNITS shall bear the same ratio of one-bedroom/one-bath and two-bedroom/two-bath units as the RESERVED UNITS. When identified by PROPERTY OWNER, such DESIGNATED UNITS shall be described on a covenant and agreement submitted to the DEPARTMENT for approval and recorded on the PROPERTY (the "DESIGNATED UNIT COVENANT"). Following the DEPARTMENT's approval and recordation of the DESIGNATED UNIT COVENANT, all references in this AGREEMENT to the DESIGNATED UNITS shall be deemed to refer to the one hundred five (105) units identified in that covenant. Ninety (90) days prior to

sale of any of the DESIGNATED UNITS, PROPERTY OWNER shall notify the DEPARTMENT of the legal description, street address, and unit number of the DESIGNATED UNIT. Each DESIGNATED UNIT shall meet the following standards as required by the COVENANT:

- a. Shall not be less than 650 square feet;
- b. Shall be designed to harmonize with other residential structures and units in such development.
- c. Shall be distributed throughout the entire Project.

2.2 Except as expressly provided for in Section 2.3 of this AGREEMENT, OWNER agrees to sell each DESIGNATED UNIT only at the PURCHASE PRICE and only to an ELIGIBLE HOUSEHOLD.

- a. The DESIGNATED UNITS cannot be resold for a price higher than the PURCHASE PRICE of the DESIGNATED UNIT, plus the increase in the Bureau of Labor Statistics Consumer Price Index for Los Angeles County, and any actual improvement costs, evidenced by receipts, of individual capital improvements made to the units, which have a useful life greater than five years and which are made with all required building and government approvals and with approval of the relevant condominium or homeowners association, if such approvals are required.
- b. The OWNER shall notify the DEPARTMENT no more than five (5) business days after escrow is opened for the sale or resale of any DESIGNATED UNIT.
- c. Subsequent purchasers of any of the DESIGNATED UNITS shall meet the income eligibility criterion and OWNER shall provide sales price and income eligibility information to the DEPARTMENT on forms designated in Exhibit C (the "ELIGIBILITY DOCUMENTATION") upon the sale or resale of any DESIGNATED UNIT.
- d. All of the sections in this Article 2 apply to both the initial sale and subsequent resale of any DESIGNATED UNIT.

2.3 OWNER hereby grants the DEPARTMENT the right of first refusal to purchase the DESIGNATED UNIT(s) at the PURCHASE PRICE, which shall be the lowest price as described in Section 1.12 according to the number of bedrooms in the unit. If it intends to exercise its right of first refusal, then the DEPARTMENT shall so notify OWNER within five days of the receipt of OWNER'S notice of intent to offer for sale.

2.4 If the DEPARTMENT does not exercise its right of first refusal, then OWNER shall offer the DESIGNATED UNIT(s) for sale to MODERATE INCOME HOUSEHOLDS as determined by the OWNER, subject to certification of eligibility by the DEPARTMENT.

2.5 OWNER may sell the DESIGNATED UNIT(s) to any ELIGIBLE HOUSEHOLD, subject to certification of eligibility by the DEPARTMENT.

2.6 OWNER shall request the DEPARTMENT to certify the OWNER'S determination of eligibility for any prospective purchaser. Accompanying any request for certification shall be completed ELIGIBILITY DOCUMENTATION (Exhibit C) and a declaration of the prospective purchaser declaring his or her intent to a) occupy the DESIGNATED UNIT as his or her principal place of residence within 60 days after the close of escrow, and thereafter, b) maintain the DESIGNATED UNIT purchased by such prospective purchaser as his or her principal place of residence for at least two years.

2.7 The sale of the DESIGNATED UNIT to the prospective purchaser is deemed approved unless the DEPARTMENT has notified OWNER within ten (10) business days of the submission of ELIGIBILITY DOCUMENTATION that:

- (1) The sales price exceeds the maximum allowable price as defined in section 1.12; or
- (2) The prospective purchaser is not an ELIGIBLE HOUSEHOLD; or
- (3) Additional information is required to enable the DEPARTMENT to make its certification.

2.8 In the event the OWNER sells a DESIGNATED UNIT at a purchase price above those specified in Section 1.12, the OWNER agrees to pay the DEPARTMENT the difference between the sales price and that specified in this AGREEMENT.

2.9 OWNER shall not discriminate against any person on the grounds of age, race, color, creed, religion, sex, ancestry, sexual preference, disability, marital status, sexual orientation, or medical condition, including the actual or perceived affliction of AIDS or the HIV virus, or national origin in the selection or approval of families, in the provision of services, or in any other manner.

2.10 OWNER agrees to make any required repairs or provide any required cleanup, to bring the DESIGNATED UNIT to a safe, sanitary and habitable condition in compliance with all building and fire codes.

2.11 OWNER AGREES TO INCORPORATE THIS AGREEMENT IN THE GRANT DEEDS OR OTHER DOCUMENTS TRANSFERRING THE DESIGNATED UNITS, INCLUDING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE DESIGNATED UNIT.

ARTICLE 3. RENTAL RESTRICTIONS

(For those DESIGNATED UNITS available for Rent)

3.1 OWNER agrees to notify DEPARTMENT, in writing, each time a DESIGNATED UNIT becomes vacant.

3.2 OWNER may rent the DESIGNATED UNIT to any ELIGIBLE HOUSEHOLD. The determination of the renter's status as a MODERATE INCOME HOUSEHOLD shall be made by OWNER prior to the initial occupancy of a DESIGNATED UNIT in the Project by such renter and at any time OWNER has knowledge that the number of occupants in that unit has increased. The parties agree that the provisions of this Article 3 shall not prevent the continued occupancy of a DESIGNATED UNIT by any currently existing tenants of such DESIGNATED UNITS, as of the date of this AGREEMENT, for the balance of their unexpired rental term at the rental amount specified in the terms and conditions of their existing rental agreement for such unit.

3.3 The DESIGNATED UNITS restricted under this Agreement shall be administered by the OWNER, including tenant selection, lease up, rent collection, property maintenance, and eviction procedures, among others.

3.4 OWNER shall verify the prospective tenant's eligibility by having each occupant of a DESIGNATED UNIT complete and sign the Request For Certification and Applicant's Statement and by documenting employment through employer verification, bank statements, pay stubs or other records deemed appropriate by the DEPARTMENT, and shall require from each tenant accepted a statement that such tenant's income from all sources did not exceed allowable limits. The tenant's statement shall be signed by the tenant under penalty of perjury.

3.5 In the event that OWNER fails to reasonably verify the prospective tenant's eligibility in accordance with this AGREEMENT and rents to a tenant whose income for such previous year exceeds the permissible limits of income for a MODERATE INCOME HOUSEHOLD, as illustrated in Exhibit B, OWNER agrees to pay to the DEPARTMENT all rents received for each day of occupancy by such unqualified tenants over and above the RENT allowed herein.

3.6 In event the OWNER rents the DESIGNATED UNIT at a rental rate above the limits established by the DEPARTMENT from time to time to reflect HUD updates of median family income estimates, OWNER agrees to pay to the DEPARTMENT, the difference between the rental charge and that allowed in this AGREEMENT for the period that the disallowed RENT was being charged.

3.7 OWNER shall maintain books and records to the satisfaction of the DEPARTMENT verifying tenant's eligibility, the RENT being charged, and proper maintenance of the DESIGNATED UNIT. Such books and records shall be made available for inspection by the DEPARTMENT at any time with two (2) days notice. On an annual basis the OWNER shall provide the DEPARTMENT with a copy of an occupancy summary report showing the present occupants of the DESIGNATED UNITS in the



project, along with any other information which the DEPARTMENT requests and which relates to the eligibility of these households.

3.8 OWNER shall not discriminate against any person on the grounds of age, race, color, creed, religion, sex, parenthood, disability, marital status, sexual orientation, or medical condition, including the actual affliction of AIDS or the HIV virus or national origin in the selection or approval of tenants, in the provision of services, or in any other manner.

3.9 Effective June 1, 2006, and annually on that date thereafter, OWNER agrees to make payment to the DEPARTMENT fifty dollars (\$50) (or such higher amount as may be later determined by local laws or CITY ordinance) per restricted unit to offset the cost of performing the duties and responsibilities of this AGREEMENT.

#### ARTICLE 4. GENERAL OBLIGATIONS

4.1 OWNER agrees to (1) maintain and operate the DESIGNATED UNITS so as to provide decent, safe, and sanitary housing; and (2) provide the DESIGNATED UNITS with the same level of services (including security) and maintenance as are applied to the other dwelling units on the PROPERTY.

4.2 OWNER agrees to cause to be filed for record in the Office of the Recorder of the County of Los Angeles a request for a copy of any notice of default and of any notice of sale under any deed of trust or mortgage with power of sale encumbering the DESIGNATED UNIT. Such request shall specify that any such notice shall be mailed to the DEPARTMENT.

4.3 Except as provided by the terms herein, the provisions of this AGREEMENT shall constitute covenants which will run with the land and shall be binding upon OWNER, OWNER'S heirs, executors, administrators, successors, transferees, assignees, and all parties having or acquiring any right, title, or interest in or to any part of the DESIGNATED UNITS. Any attempt to transfer title or any interest in the DESIGNATED UNITS in violation of this AGREEMENT shall be void.

4.4 BUYER shall not make any structural changes or additions to the DESIGNATED UNIT that would (1) impair the value of the DESIGNATED UNIT, or (2) adversely affect the use of the DESIGNATED UNIT for moderate income residential purposes.

4.5 If for any reason the DESIGNATED UNITS no longer become available during the time of this Agreement, they shall be replaced in kind as part of any building permit issued for the real property upon which the DESIGNATED UNITS are provided.

4.6 DESIGNATED UNITS shall be rented only by ELIGIBLE HOUSEHOLDS. ELIGIBLE HOUSEHOLDS shall not lease, rent, assign, or otherwise transfer their rental estates without the express written consent of the OWNER.

4.7 Continuing occupancy of the DESIGNATED UNITS shall be verified by the OWNER to the reasonable satisfaction of the DEPARTMENT by means of reports and other methods stated herein.

4.8 If the PROPERTY is acquired at a foreclosure sale under any deed of trust or mortgage encumbering the building or by deed in lieu of foreclosure prior to the time the DESIGNATED UNITS are provided, title to the building shall be taken subject to the limitations provided for herein; if the real property incorporating the DESIGNATED UNITS is acquired in the aforesaid manner, title to the real property shall be taken subject to the limitations provided herein.

4.9 After sale of a DESIGNATED UNIT by PROPERTY OWNER to an ELIGIBLE HOUSEHOLD, OWNER shall not make any structural changes or additions to a DESIGNATED UNIT that would (1) impair the rental or sale value of such unit(s), or (2) adversely affect the use of such unit(s) for moderate-income residential purposes.

4.10 Neither OWNER nor any ELIGIBLE HOUSEHOLD may lease, rent, assign, mortgage or otherwise transfer an interest in a DESIGNATED UNIT without the certification or written permission of the DEPARTMENT and OWNER. Any request for the DEPARTMENT's permission shall be made in writing, shall identify the transferee and its principal owners, and shall include a document signed by the transferee, agreeing that it will comply with the provisions of this AGREEMENT. Failure by the DEPARTMENT to issue a written denial of the transfer within ten (10) business days after the DEPARTMENT's receipt of the request for permission shall be deemed an approval of the proposed transfer. Any transfer made in violation of this section shall be null and void. However, the following transfers of title shall not require prior DEPARTMENT Permission: Transfer by gift to OWNER's spouse, or involuntary transfers such as transfer by demise, or inheritance, taking of title by surviving joint tenant, transfer of title to a spouse as party of divorce or dissolution proceedings, acquisition of title or interest therein in conjunction with marriage, by intestate succession, or foreclosure sale (whether judicial or non-judicial). In addition, DEPARTMENT'S permission need not be obtained prior to encumbering the DESIGNATED UNITS in order to secure financing to purchase the DESIGNATED UNITS, or pay off indebtedness incurred to purchase the DESIGNATED UNITS.

4.11 The OWNER shall not grant permission to lease, rent or sublet a DESIGNATED UNIT if it finds that the prospective renter is not an ELIGIBLE HOUSEHOLD.

4.12 If the DESIGNATED UNITS are acquired at a foreclosure sale as a result of an involuntary transfer such as those described in Section 4.10 herein, then the transferee, as OWNER, shall be subject to all the conditions, limitations and restrictions provided for in this AGREEMENT.

4.13 The DEPARTMENT may charge and OWNER agrees to pay such fees as the DEPARTMENT deems reasonable to offset the administrative cost of performing the duties and responsibilities described in this article.

4.14 The OWNER, where applicable, shall comply with the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this AGREEMENT, the OWNER shall not discriminate in its employment practices against any employee, or applicant for employment because of such person's race, religion, ancestry, color, national origin, sex, sexual preference, age or physical handicap, marital status, sexual orientation, or medical condition including the actual or perceived affliction of AIDS or the HIV virus.

4.15 BUYER as OWNER is subject to all the covenants, conditions, limitations and restrictions provided for in this AGREEMENT.

#### ARTICLE 5. REMEDIES

5.1 OWNER, the DEPARTMENT, its successors and/or the City may enforce any of the terms, covenants or conditions contained in this AGREEMENT through any proceedings at law or in equity. The parties may commence and maintain actions for damages, or to restrain and enjoin any actual or threatened breach of any provision of this AGREEMENT.

5.2 Any remedy provided for herein shall not be exclusive or preclude OWNER, DEPARTMENT and/or the CITY from exercising any other remedy available under this AGREEMENT, or under provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies available to such parties.

5.3 It is understood and agreed that no waiver of a breach of any of the provisions of this AGREEMENT shall be construed as a waiver of any other breach; nor shall failure to enforce any portion of this AGREEMENT be construed as a waiver of any of the conditions of this AGREEMENT.

5.4 Except as otherwise provided herein, any dispute concerning the interpretation of this AGREEMENT, which is not disposed of by agreement of the DEPARTMENT and OWNER, may be submitted by either party to the ADVISORY AGENCY. The ADVISORY AGENCY shall make a decision and mail or otherwise furnish a written copy of the decision to the OWNER and DEPARTMENT. The decision of the ADVISORY AGENCY shall be final and conclusive unless within 10 days of receipt of such copy, either party files a written appeal with the DECISION-MAKING BODY.

5.5 The decision of the DECISION-MAKING BODY on an appeal shall be final and conclusive, unless determined by a court of competent jurisdiction not to be supported by substantial evidence. Pending final decision of a dispute hereunder, both parties shall proceed diligently with performance of the undisputed provisions of this AGREEMENT.

5.6 This AGREEMENT may be amended or modified by the DECISION-MAKING BODY or the DEPARTMENT and the PROPERTY OWNER. The PROPERTY OWNER and/or the DEPARTMENT may submit a request to amend or modify this AGREEMENT in writing to the DECISION-MAKING BODY, or the DEPARTMENT.

ARTICLE 6. GENERAL PROVISIONS

6.1 Headings used in this AGREEMENT are for convenience only and are not to be used to interpret the meaning of any of the provisions of this AGREEMENT.

6.2 The provisions of this AGREEMENT are independent and severable, and the invalidity or partial invalidity, or un-enforceability of any provision or provisions shall not invalidate any other provision.

6.3 The provisions of this AGREEMENT shall be liberally construed to effectuate its purpose.

6.4 The singular shall include the plural and the plural the singular, unless the context requires the contrary. The masculine, feminine and neuter shall each include the genders not used.

6.5 The DEPARTMENT may inspect the DESIGNATED UNIT(S) and any documents or records relating thereto, at any reasonable time to determine OWNER'S compliance with this AGREEMENT.

6.6 The DEPARTMENT does not in any manner warrant that the DESIGNATED UNIT(S) meets requirements of the Los Angeles Municipal Code.

6.7 This AGREEMENT shall be recorded in the official records of the County of Los Angeles. This AGREEMENT shall run with the land and shall continue in full force and effect with respect to each DESIGNATED UNIT described herein, for a period of fifteen (15) years from the date of recordation of this Agreement in the official records of Los Angeles County.

6.8 The General Manager of the DEPARTMENT or the General Manager's designee shall have the authority to act on behalf of the DEPARTMENT, in carrying out the DEPARTMENT'S obligations under this AGREEMENT.

6.9 All notices that OWNER is required to give the DEPARTMENT shall be mailed or delivered to the DEPARTMENT at the following address:

Los Angeles Housing Department  
City of Los Angeles  
1200 W. 7<sup>th</sup> Street  
Los Angeles, CA 90017  
ATTN: MANAGER, HOUSING SERVICES

6.10 Unless OWNER otherwise advises the DEPARTMENT, all notices that the DEPARTMENT is required to give the OWNER shall be marked or delivered to the OWNER at the following address:

Warner Center Condominiums, LLC  
c/o TVP Asset, Inc.  
5023 N. Parkway Calabasas  
Calabasas, California 91302  
Attention: Stewart Myers

With Copies to:

Michael S. Woodward  
Paul, Hastings, Janofsky & Walker LLP  
515 S. Flower Street, 25<sup>th</sup> Floor  
Los Angeles, CA 90071

6.11 In the event of an inconsistency between any of the provisions of this AGREEMENT and any exhibits hereto, the inconsistency shall be resolved by giving precedence to this AGREEMENT, except that the provisions of the COVENANT, City Plan Case Number 83-554(ZC) and Ordinance No. 159381 shall control over the provisions of this AGREEMENT.

6.12 This AGREEMENT may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

**[END OF PAGE; SIGNATURES FOLLOW ON NEXT TWO PAGES]**

5/18/05

14

IN WITNESS WHEREOF, the City of Los Angeles and the OWNER have caused this AGREEMENT to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

By:

*Gayle Sakahashi*  
Deputy City Attorney

Date:

4/20/05

ATTEST:

FRANK T. MARTINEZ, City Clerk

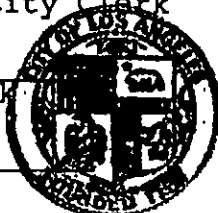
By:

*[Signature]*  
Deputy City Clerk

Date:

4-22-05

C-108061



Executed this 18<sup>TH</sup> day of

April, 2005  
For: THE CITY OF LOS ANGELES

MERCEDES MARQUEZ  
General Manager  
Los Angeles Housing  
Department

By:

*[Signature]*

(Contractor Corporate Seal)

Council File Number: \_\_\_\_\_

Date Council Adopted: \_\_\_\_\_

Said Agreement is Number \_\_\_\_\_  
of City Contracts

Executed this 8<sup>th</sup> day of  
April, 2005  
For: OWNER

WARNER CENTER CONDOMINIUMS, LLC,  
a Delaware limited liability company

By: Warner Center Mezzanine, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Warner Center Ventures, LLC,  
a Delaware limited liability company,  
its Sole Member

By: Troxler Residential Ventures 35, LLC,  
a Delaware limited liability company  
its Operating Member

By: Troxler Ventures Partners III, LLC,  
a California limited liability company,  
its Managing Member

By: St. M.  
STEWART J. MYERS  
Its Authorized Signatory

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS

On April 20, 2005 before me, Margaret Carmine, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Lynn Hansen

Name(s) of Signer(s)

☒ personally known to me  
☐ 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



WITNESS my hand and official seal

Margaret Carmine  
 Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

## Description of Attached Document

for moderate income families

Title or Type of Document

Housing Purchase Covenant and Agreement

Document Date

April 18, 2005

Number of Pages

14, excluding Exhibits

Signer(s) Other Than Named Above.

Stewart J. Myers

## Capacity(ies) Claimed by Signer

Signer's Name

Lynn Hansen

- ☐ Individual  
☐ Corporate Officer — Title(s) \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☒ Other: Assistant General Manager, LAHD

Signer Is Representing:

Los Angeles Housing Dept. (LAHD)

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



## (PROPERTY OWNER's Notarization)

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF LOS ANGELES )

On April 8, 2005, before me, Michelle K. McClure, Notary Public,  
 in and for said County and State, personally appeared Stewart J. Myers,

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence  
 to be the person(s) who executed the within instrument, Housing  
 Rental or Purchase Covenant and Agreement for Moderate Income  
 Families, on behalf of the Property Owner therein named, and  
 acknowledged to me that the same 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(ies)  
 upon behalf of which the person(s) acted, executed the  
 instrument.

WITNESS my hand and official seal.  
 Signature \_\_\_\_\_

Name (Typed or Printed)

Michelle K. McClure

Add Notary Acknowledgment for Owner's signature



## EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY  
CITY PLAN CASE NO. 83-554(ZC)  
(WARNER CENTER)

LOTS 1, 2 AND 3 OF TRACT NO. 44600, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1089, PAGES 13 TO 18 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LAND IS A RESUBDIVISION OF THE FOLLOWING:

## PARCEL 1:

(A) LOT 1 OF TRACT NO. 38710, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1053, PAGES 33 AND 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(B) LOT 1 OF TRACT NO. 38711, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1053, PAGES 35, 36 AND 37 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(C) LOTS 1 TO 4 INCLUSIVE OF TRACT NO. 36032, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1053, PAGES 38 TO 41 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

## PARCEL 2:

LOT 1 OF TRACT NO. 38706, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 970, PAGES 31 AND 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 1 OF TRACT 38706, ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS AND OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER THE SURFACE OF THE ABOVE DESCRIBED LAND NOR TO USE ANY OF THE SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLAN PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR ANY PURPOSE WHATSOEVER-AS RESERVED IN THAT CERTAIN DOCUMENT RECORDED SEPTEMBER 3, 1981 AS INSTRUMENT NO. 81-884886, OF OFFICIAL RECORDS.

## PARCEL 3:

5/18/05

19

LOT 1 OF TRACT NO. 38708, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 978, PAGES 31 AND 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 1 OF TRACT NO. 38709, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 978, PAGES 29 AND 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

05 1166714

EXHIBIT B  
CURRENT (2005) INCOME ELIGIBILITY REQUIREMENTS  
(WARNER CENTER)

| <u>Family Size</u> | <u>Moderate Income<br/>Eligible Income (2005)</u> |
|--------------------|---|
| 1                  | \$55,100  |
| 2                  | \$62,900  |
| 3                  | \$70,800  |
| 4                  | \$78,600  |
| 5                  | \$84,850  |
| 6                  | \$91,200  |
| 7                  | \$97,450  |
| 8                  | \$103,800   |

5/18/05

21

EXHIBIT C  
ELIGIBILITY DOCUMENTATION  
(WARNER CENTER)

05 1166714

**REQUEST FOR DETERMINATION AS ELIGIBLE HOUSEHOLD  
(PURCHASE)**

TO: Los Angeles Housing Dept.  
Housing Services/Occupancy Monitoring Section  
1200 W. 7<sup>th</sup> St., 9<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attn: Jacquelyn Estrada

Date: \_\_\_\_\_

From: \_\_\_\_\_

Project: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Name of Renter(s): \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Purchase Price: \$ \_\_\_\_\_ Number of Bedrooms: \_\_\_\_\_  
Number in Household: \_\_\_\_\_ Number of Adults: \_\_\_\_\_ Number of Children: \_\_\_\_\_

Maximum Allowable Income:

Moderate: \$ \_\_\_\_\_

Adjusted Gross Income for the Past Year: \$ \_\_\_\_\_

Current Monthly Income: \$ \_\_\_\_\_

Projected Income for Current Year: \$ \_\_\_\_\_

**Types of Income Verification required (for each household member 21 years old or older)**

If employed:

1. Copies of two most recent payroll stubs
2. Verification of Employment form

If self-employed or if income can not be determined from other sources:

1. Copies of most recent income tax returns (1040 and W-2 forms for the last two years)

If household indicates that it has assets (e.g., savings accounts, interest-bearing checking accounts)

1. Bank statements (two most recent months)
2. One of the two forms on assets applicable to the household (total net assets: \$5,000 or less or over \$5,000)

If applicable:

1. Child Support Information form
2. Certification of Zero Income form
3. Copy of the Section 8 Certificate
4. Proof of income (e.g., Social Security award letter)

Note: Verification of Employment form should be completed by employer's authorized representative with company stamp or business card attached. (To assure credibility of information, documents are not to be hand-delivered or received by applicant.)

The Housing Services/Occupancy Monitoring Section of the Los Angeles Housing Department has determined that the above buyer (is) (is not) an Eligible Household.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Occupancy Specialist

05 1166714

**REQUEST FOR DETERMINATION AS ELIGIBLE HOUSEHOLD (RENTER)**

TO: Los Angeles Housing Dept.  
Housing Services/Occupancy Monitoring Section  
1200 W. 7<sup>th</sup> St., 9<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attn: Jacquelyn Estrada

Date: \_\_\_\_\_

From: \_\_\_\_\_

Project: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Project Owner: \_\_\_\_\_  
Name of Renter(s): \_\_\_\_\_  
Unit Number: \_\_\_\_\_ Rental Price: \$ \_\_\_\_\_ Number of Bedrooms: \_\_\_\_\_  
Number in Household: \_\_\_\_\_ Number of Adults: \_\_\_\_\_ Number of Children: \_\_\_\_\_

Maximum Allowable Income:

Moderate: \$ \_\_\_\_\_

Adjusted Gross Income for the Past Year: \$ \_\_\_\_\_

Current Monthly Income: \$ \_\_\_\_\_

Projected Income for Current Year: \$ \_\_\_\_\_

**Types of Income Verification required (for each household member 21 years old or older)**

If employed:

1. Copies of two most recent payroll stubs
2. Verification of Employment form

If self-employed or if income can not be determined from other sources:

1. Copies of most recent income tax returns (1040 and W-2 forms for the two most recent filing years)

If household indicates that it has assets (e.g., savings accounts, interest-bearing checking accounts)

1. Bank statements (two most recent months)
2. One of the two forms on assets applicable to the household (total net assets: \$5,000 or less or over \$5,000)

If applicable:

1. Child Support Information form
2. Certification of Zero Income form
3. Copy of the Section 8 Certificate
4. Proof of income (e.g., Social Security award letter)

Note: Verification of Employment form should be completed by employer's authorized representative with company stamp or business card attached. (To assure credibility of information, documents are not to be hand-delivered or received by applicant.)

The Housing Services/Occupancy Monitoring Section of the Los Angeles Housing Department has determined that the above renter (is) (is not) an Eligible Household.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Occupancy Specialist

05 1166714

**TO: Los Angeles Housing Dept.  
Housing Services/Occupancy Monitoring Section  
1200 W. 7<sup>th</sup> St., 9<sup>th</sup> Floor  
Los Angeles, CA 90017**

### **APPLICANT'S STATEMENT**

**I hereby swear that the foregoing is true and complete to the best of my knowledge, that the income being reported from all sources does not exceed the allowable limits, and inquiries may be made to verify the statements herein. I understand that it is a crime, punishable by up to four years in prison, to swear to facts which are not true and complete to the best of my knowledge.**

**I further understand that a misrepresentation of my income, or the income of anyone else in the household, may constitute a default in the purchase agreement under which the unit will be occupied and may be cause for the agreement to be declared invalid.**

**Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_**

**Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_**

### **OWNER/DEVELOPER'S OR AGENT/MANAGER'S STATEMENT**

**The income information on this form has been verified by the owner to be true and complete as reported. Moreover, the income being reported does not exceed the allowable income limits. In addition, the purchase price does not exceed the maximum purchase price.**

\_\_\_\_\_  
**Signature of Owner/Developer**

\_\_\_\_\_  
**Signature of Agent/Manager**

**Date: \_\_\_\_\_**

05 1166714



25

**TO: Los Angeles Housing Dept.  
Housing Services/Occupancy Monitoring Section  
1200 W. 7<sup>th</sup> St., 9<sup>th</sup> Floor  
Los Angeles, CA 90017**

### **APPLICANT'S STATEMENT**

**I hereby swear that the foregoing is true and complete to the best of my knowledge, that the income being reported from all sources does not exceed the allowable limits, and inquiries may be made to verify the statements herein. I understand that it is a crime, punishable by up to four years in prison, to swear to facts which are not true and complete to the best of my knowledge.**

**I further understand that a misrepresentation of my income, or the income of anyone else in the household, may constitute a default in the rental agreement/lease under which the unit will be occupied and may be cause for the building owner to evict me and my household, pursuant to California's unlawful detainer procedures.**

**Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_**

**Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_**

### **OWNER/DEVELOPER'S OR AGENT/MANAGER'S STATEMENT**

**The income information on this form has been verified by the owner to be true and complete as reported. Moreover, the income being reported does not exceed the allowable income limits. In addition, the rent levels do not exceed the maximum rent levels.**

\_\_\_\_\_  
**Signature of Owner/Developer**

\_\_\_\_\_  
**Signature of Agent/Manager**

**Date: \_\_\_\_\_**

05 1166714

**INSTRUCTIONS FOR USING VERIFICATION OF EMPLOYMENT FORM**

To establish a perspective buyer's eligibility, you must verify the income of all the members of the household at the time the household first moves in or first enters into a contract to purchase your income-restricted unit. If there are two different dates, you should determine the income for the more recent date.

Please see how the enclosed sample form has been prepared and follow its format.

1. Put your name and address in the upper right corner of the letter.
2. Enter today's date.
3. Enter the perspective buyer's name at RE: \_\_\_\_\_.
4. Put the perspective buyer's employer's name and address above the salutation.
5. Enter your phone number on the last line of the third paragraph.
6. Sign your name and put your title under the closing on the left side at the bottom of the page.
7. HAVE THE BUYER SIGN THE AUTHORIZATION ON THE LOWER RIGHT SIDE OF THE LETTER. After signing it, the perspective buyer must not handle the form again.
8. Turn to the VERIFICATION OF EMPLOYMENT form and enter the address of the project, the buyer's unit number and the current date.
9. Fill in the buyer's name and Social Security Number.
10. MAIL OR FAX THIS FORM DIRECTLY to the buyer's employer. DO NOT HAVE THE PERSPECTIVE BUYER DELIVER THE FORM, or it will become an invalid document.
11. Be sure to enclose a STAMPED, SELF-ADDRESSED ENVELOPE for the employer's use.

If, after ten (10) days, the employer has not returned the completed and signed VERIFICATION OF EMPLOYMENT form, you may obtain the information by telephone from the employer's payroll or personnel representative.

27

**INSTRUCTIONS FOR USING VERIFICATION OF EMPLOYMENT FORM**

To establish a tenant's eligibility, you must verify the income of all the members of the household at the time the tenant first moves in or first enters into a contract to rent or lease your income-restricted unit. If there are two different dates, you should determine the income for the more recent date.

Please see how the enclosed sample form has been prepared and follow its format.

1. Put your name and address in the upper right corner of the letter.
2. Enter today's date.
3. Enter your tenant's name at RE: \_\_\_\_\_.
4. Put your tenant's employer's name and address above the salutation.
5. Enter your phone number on the last line of the third paragraph.
6. Sign your name and put your title under the closing on the left side at the bottom of the page.
7. **HAVE YOUR TENANT SIGN THE AUTHORIZATION ON THE LOWER RIGHT SIDE OF THE LETTER.** After signing it, the tenant must not handle the form again.
8. Turn to the **VERIFICATION OF EMPLOYMENT** form and enter the address of the project, the tenant's unit number and the current date.
9. Fill in the tenant's name and Social Security Number.
10. **MAIL OR FAX THIS FORM DIRECTLY** to the tenant's employer. **DO NOT HAVE YOUR TENANT DELIVER THE FORM**, or it will become an invalid document.
11. Be sure to enclose a **STAMPED, SELF-ADDRESSED ENVELOPE** for the employer's use.

If, after ten (10) days, the employer has not returned the completed and signed **VERIFICATION OF EMPLOYMENT** form, you may obtain the information by telephone from the employer's payroll or personnel representative.

28

**REQUEST FOR EMPLOYMENT VERIFICATION**

Date: \_\_\_\_\_

Re: \_\_\_\_\_  
(Employee name)

Dear Employer:

We are considering this employee's application to purchase a condominium restricted to occupancy by low or moderate-income households. The purchase price for this unit is based on the income limits determined by HUD for low or moderate-income households.

To comply with this requirement, we ask for your cooperation in completing the applicable items for this employee on the attached 'VERIFICATION OF EMPLOYMENT' form. This information will be used only in determining the eligibility status of the employee's household.

Please return this form promptly. A self-addressed stamped envelope is enclosed. If you have any questions, please call me at ( ) \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Signature\_\_\_\_\_  
TitleI hereby authorize the release  
of the requested information.\_\_\_\_\_  
Signature of Applicant

Enclosures:

05 1166714

5/18/05

Mar 30 2005 17:09

P. 09

29

**REQUEST FOR EMPLOYMENT VERIFICATION**

Date: \_\_\_\_\_

Re: \_\_\_\_\_  
(Employee name)

Dear Employer:

We are considering this employee's application to rent an apartment restricted to occupancy by low-income households. The rent for this unit is based on the income limits determined by HUD for low-income households.

To comply with this requirement, we ask for your cooperation in completing the applicable items for this employee on the attached 'VERIFICATION OF EMPLOYMENT' form. This information will be used only in determining the eligibility status of the employee's household.

Please return this form promptly. A self-addressed stamped envelope is enclosed. If you have any questions, please call me at ( ) \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_  
Signature\_\_\_\_\_  
TitleI hereby authorize the release  
of the requested information.\_\_\_\_\_  
Signature of Applicant

Enclosures:

05 1166714

## VERIFICATION OF EMPLOYMENT

Project Address: \_\_\_\_\_ Date: \_\_\_\_\_

Concerning: \_\_\_\_\_ SSN: \_\_\_\_\_

EMPLOYMENT DATA

1. Employed since: \_\_\_\_\_; Occupation: \_\_\_\_\_

## 2. SALARY: BASE PAY RATE:

Per hour: \$ \_\_\_\_\_; or per week: \$ \_\_\_\_\_; or per month: \$ \_\_\_\_\_

Date present rate effective: \_\_\_\_\_

Average hours per week as base pay rate: \_\_\_\_\_

Weeks \_\_\_\_\_ or Months \_\_\_\_\_ worked per year

Date of next expected increase in pay rate: \_\_\_\_\_ \$

Amount: \$ \_\_\_\_\_ per \_\_\_\_\_; \_\_\_\_\_ % of base pay rate

## 3. SALARY: OVERTIME PAY RATE - per hour: \$ \_\_\_\_\_

Expected average number of hours overtime worked per week during the next twelve (12) months: \_\_\_\_\_

## 4. SALARY: OTHER COMPENSATIONS not included in 2 and 3 above.

Please specify - tips, commissions, bonuses, etc.

\_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_  
Type of compensation

5. Is pay received for vacation? \_\_\_\_\_ If yes, number of vacation days per year: \_\_\_\_\_

6. Total base pay earnings in the past 12 months: \$ \_\_\_\_\_

Total overtime earnings in the past 12 months: \$ \_\_\_\_\_

Total commissions, tips, or other compensations in the past 12 months: \_\_\_\_\_

## 7. PAY PERIOD: Please check one to indicate frequency:

Weekly \_\_\_\_\_ Bi-weekly \_\_\_\_\_ Twice a month \_\_\_\_\_

Once a month \_\_\_\_\_ Other (specify) \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Title

Please attach business card here.

05 1166714

**CHILD SUPPORT INFORMATION**

1. Do you receive child support of any kind?
2. If you do receive child support, what is the amount?
3. How often do you receive child support payments?
4. Was any child support awarded to you by court action? If yes, how much was awarded?
5. If child support was awarded by court action but you are not receiving it, what steps have you taken to receive these payments?
6. If you have filed for collection of child support with the District Attorney, show date of filing and attach a copy of the filing or other proof that you have an active case.

Date of filing with the District Attorney: \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Date

05 1166714

32

**CERTIFICATION OF ZERO INCOME**(To be completed by adult household members only, if appropriate)

Household Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Development Name: \_\_\_\_\_ City: \_\_\_\_\_

1. I hereby certify that I do not individually receive income from any of the following sources:
  - a. Wages from employment (including commissions, tips, bonuses, fees, etc.);
  - b. Income from operation of a business;
  - c. Rental income from real or personal property;
  - d. Interest or dividends from assets;
  - e. Social Security payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
  - f. Unemployment or disability payments;
  - g. Public assistance payments;
  - h. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
  - i. Sales from self-employed resources (Avon, Mary Kay, Shaklee, etc.);
  - j. Any other source not named above.
2. I currently have no income of any kind and there is no imminent change expected in my financial status or employment status during the next 12 months.
3. I will be using the following sources of funds to pay for rent and other necessities:  
\_\_\_\_\_

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of a lease agreement.

\_\_\_\_\_  
Signature of Applicant/Tenant    Date\_\_\_\_\_  
Signature of Applicant/Tenant    Date

05 1166714



5/18/05

33

EXHIBIT D  
General Covenant and Agreement recorded Instrument No. 86-338878  
(WARNER CENTER)

05 1166714

86 338878

Recorded at the request of and  
mail to:

JENNINGS ENGINEERING COMPANY  
(Name)  
7144 Balboa Boulevard  
(Address)  
Van Nuys, California 91406

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
31 MIN. 12 P.M. MAR. 18, 1986  
PAST

FEE \$11 G  
4

Space above this line for Recorder's use

### GENERAL COVENANT AND AGREEMENT

The undersigned hereby certify (I am) (we are) the owners of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Tentative Tract No. 44600; Lot(s) 1, 2, & 3;

Job Address 5515 Canoga Avenue;

That in consideration of the approval of Tentative Tract No. 44600 by the Advisory Agency, I (we) do hereby promise, covenant and agree to and with the City of Los Angeles and the Advisory Agency of said City that to the extent of our interest, I (we) agree to comply with the following:

- Comply with "Q" Condition Nos. 6, 7, and 8 contained in Ordinance No. 159,381 approved by Council under Council File No. 84-0604 and C.P.C. 83-354(2C).
- The moderate income units shall not contain less than 650 square-feet and shall be distributed over the entire project.
- That any air heating and/or air conditioning units that may be installed within the proposed project will include an air filtration system (either charcoal or electronic) to reduce the air quality effects on the project residents.
- At least 10% of the housing units for sale shall be in a price range affordable by families of moderate income, who meet the specified income eligibility criterion and also have been so certified by the City Housing Authority. Moderate income shall be defined as up to 120% of the Los Angeles County median household income as determined by the United States Department of Housing and Urban Development, at the time certificates of occupancy are issued for each unit.

Affordable price shall be determined by multiplying the 120% of County median income level for a family of four persons by 2.5.

The design structural details of the moderate-income housing units shall be architecturally compatible with the surrounding units and shall not contain less than 650 square feet.

#### CONTINUED ON ATTACHED EXHIBIT "A"

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the Advisory Agency of the City of Los Angeles approves its termination.

Dated this 14th day of March 19 86  
Hayer Warner Center Ltd. (a California Limited Partnership),  
Name of Owner By: Hayer Warner Center, Inc. Managing General Partner  
Signature By: Robert J. Hildebrand Signature By: Bruce Gladish  
Robert J. Hildebrand, Secretary Bruce Gladish, Treasurer

CP-6770 (3/85)

-2-

Tentative Tract No. AA600EXISTING LEGAL DESCRIPTION  
METES AND BOUNDS DESCRIPTION  
ATTACHED OR:Condition No(s). 8Tract Number \_\_\_\_\_, Lot \_\_\_\_\_,  
As filed in Book \_\_\_\_\_, Page \_\_\_\_\_ of  
maps, Records of Los Angeles County.

District Map \_\_\_\_\_

\_\_\_\_\_  
For Department Use Only \_\_\_\_\_Approved for Recording City Planning Department by K/L/m  
Date 11/15/92Attach appropriate individual, partnership or corporation Notary Public  
Acknowledgement here:CAT. NO. NN00636  
TO 1994 CA (9-94)

(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA  
COUNTY OF Los Angeles**TICOR TITLE INSURANCE****86- 338878**

On March 17, 1986 before me, the undersigned, a Notary Public in and for  
said State, personally appeared Bruce W. Gladish  
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed  
the within instrument as the Treasurer Residence, and Robert J. Hildebrand  
to be the person who executed the within instrument as the Secretary of  
Haver Warner Center, Inc.

the corporation that executed the within instrument on  
behalf of Haver Warner Center, Ltd.

the partnership that executed  
the within instrument, and acknowledged to me that such  
corporation executed the same as such partner and that  
such partnership executed the same.  
WITNESS my hand and official seal.

Signature Lois Lowenthal

(This area for official notarial seal)

3. Submit completed forms to the Department of City Planning for approval  
and signature.

4. Record forms with the Los Angeles County Registrar-Recorder located at:

Room 5, Hall of Records  
227 North Broadway  
Los Angeles, California 90012

5. Return recorded forms to:

Department of City Planning  
Room 655, City Hall  
200 North Spring Street  
Los Angeles, California 90012

(One form is kept by the County Recorder and will be returned to you at  
a later date.)

**86- 338878**

Land Use Administration Division  
Room 655, City Hall  
Telephone: 485-6171

CP-6770 (3/85)

## EXHIBIT "A"

(CONTINUED)

The moderate income units must be maintained in a safe and sanitary condition.

The moderate-income units cannot be resold for a price higher than that equivalent to the original purchase price, plus the increase in the Bureau of Labor Statistics Consumer Price Index for Los Angeles County, plus any improvements made to the units.

The Housing Authority or its successor of the City of Los Angeles shall be notified before any moderate-income unit is resold.

The moderate-income units shall be subject to City inspection prior to resale, and the seller shall make any required repairs or provide any required cleanup, or such costs shall be held in escrow and released to the new buyer when such repairs are made.

Subsequent purchasers of any of the moderate-income housing units shall meet the specified income eligibility criterion.

The moderate-income housing units shall be constructed within the first 500 housing units for which building permits are issued. However, the phasing of the construction of this first 500 housing units and the site placement of moderate-income housing units shall be at the sole discretion of the builder.

The Housing Authority or its successor shall not unreasonably delay approvals and closings for prospective purchasers of the moderate-income housing units and shall promptly certify qualified purchasers.

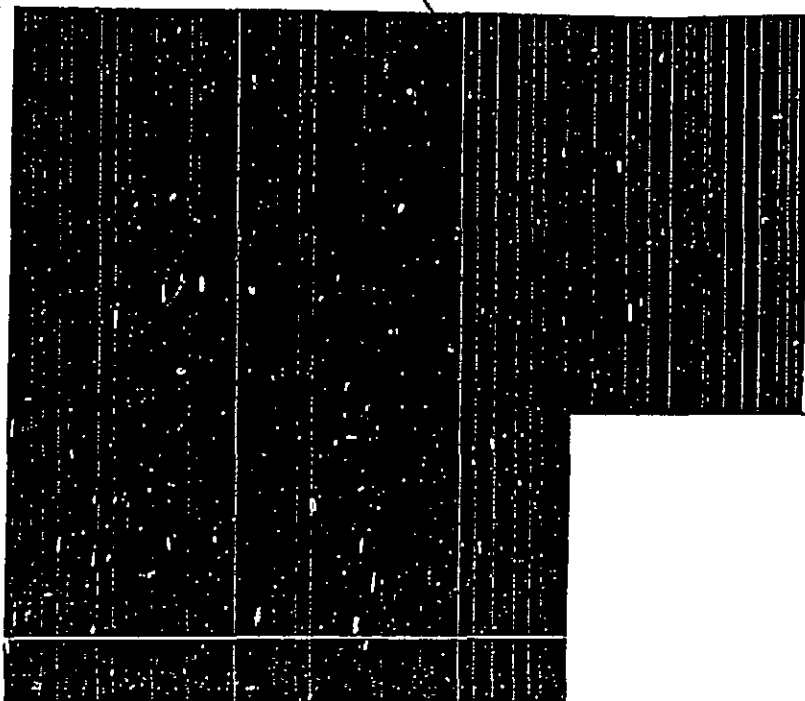
- a. That parking on the subject property will be provided at a ratio of 2 spaces per dwelling unit plus 1/2 space per dwelling unit for guests which shall be easily accessible and specifically reserved for guests. A minimum of 2 spaces per unit must be provided for each unit on the lot where the unit is located; and guest parking must not be in any tandem arrangement but may be located as follows: Lot 1, 287 spaces; Lot 2, 196 spaces; Lot 3, 157 spaces.
- f. That the owners of the property will join in any future proposed dedication of the private street as a public street to the extent of their interest therein and that any subsequent sales of the property will be conditioned upon said agreement.
- g. That the owners of the property will maintain the private street free and clear of obstructions and in a safe condition for vehicular use at all times.

86- 338878

## EXISTING LEGAL

TR.NO. 38706 M.B. 970-31-32, Lot 1  
TR.NO. 38708 M.B. 978-31-32 Lot 1  
TR.NO. 38709 M.B. 978-29-30, Lot 1  
TR.NO. 38710 M.B. 1053-33-34, Lot 1  
TR.NO. 38711 M.B. 1053-35-37, Lot 1  
TR.NO. 36032 M.B. 1053-38-41, Lot 1-4

86- 338878



5/18/05

38

EXHIBIT E  
DESIGNATION OF 120 RESERVED UNITS  
(WARNER CENTER)

| UNIT TYPE       | AFFORDABLE<br>UNIT MIX | % OF TOTAL |
|-----------------|------------------------|------------|
| 1BD/1BA         | 57                     | 47.50%     |
| 2BD/2BA         | 63                     | 52.50%     |
| TOTALS/AVERAGES | 120                    |            |

| UNIT COUNT | UNIT# | FLOOR PLAN | UNIT TYPE | UNIT SIZE |
|------------|-------|------------|-----------|-----------|
| 1          | 1101  | 2E20       | 2BD/2BA   | 987       |
| 2          | 1103  | 2E20       | 2BD/2BA   | 987       |
| 3          | 1106  | 1A10       | 1BD/1BA   | 660       |
| 4          | 1108  | 1A10       | 1BD/1BA   | 660       |
| 5          | 1110  | 1A10       | 1BD/1BA   | 660       |
| 6          | 1114  | 1A10       | 1BD/1BA   | 660       |
| 7          | 1115  | 1A10       | 1BD/1BA   | 660       |
| 8          | 1117  | 2D20       | 2BD/2BA   | 968       |
| 9          | 1119  | 2E20       | 2BD/2BA   | 987       |
| 10         | 1121  | 2E20       | 2BD/2BA   | 987       |
| 11         | 1123  | 2A20       | 2BD/2BA   | 876       |
| 12         | 1125  | 2E20       | 2BD/2BA   | 987       |
| 13         | 1126  | 2E20       | 2BD/2BA   | 987       |
| 14         | 1127  | 2E20       | 2BD/2BA   | 987       |
| 15         | 1131  | 1A10       | 1BD/1BA   | 660       |
| 16         | 1205  | 1C10       | 1BD/1BA   | 677       |
| 17         | 1207  | 1A10       | 1BD/1BA   | 660       |
| 18         | 1210  | 1A10       | 1BD/1BA   | 660       |
| 19         | 1217  | 1A10       | 1BD/1BA   | 660       |
| 20         | 1219  | 2E20       | 2BD/2BA   | 987       |
| 21         | 1221  | 2E20       | 2BD/2BA   | 987       |
| 22         | 1223  | 2E20       | 2BD/2BA   | 987       |
| 23         | 1226  | 2E20       | 2BD/2BA   | 987       |
| 24         | 2108  | 1A10       | 1BD/1BA   | 660       |

05 1166714

5/18/05

39

| UNIT COUNT | UNIT# | FLOOR PLAN | UNIT TYPE | UNIT SIZE |
|------------|-------|------------|-----------|-----------|
| 25         | 2110  | 1A10       | 1BD/1BA   | 660       |
| 26         | 2114  | 1A10       | 1BD/1BA   | 660       |
| 27         | 2115  | 1A10       | 1BD/1BA   | 660       |
| 28         | 2116  | 1A10       | 1BD/1BA   | 660       |
| 29         | 2118  | 2E20       | 2BD/2BA   | 987       |
| 30         | 2120  | 2E20       | 2BD/2BA   | 987       |
| 31         | 2122  | 2E20       | 2BD/2BA   | 987       |
| 32         | 2125  | 2E20       | 2BD/2BA   | 987       |
| 33         | 2126  | 2E20       | 2BD/2BA   | 987       |
| 34         | 2127  | 2E20       | 2BD/2BA   | 987       |
| 35         | 2131  | 1A10       | 1BD/1BA   | 660       |
| 36         | 2208  | 1A10       | 1BD/1BA   | 660       |
| 37         | 2210  | 1A10       | 1BD/1BA   | 660       |
| 38         | 2211  | 1A10       | 1BD/1BA   | 660       |
| 39         | 2217  | 1A10       | 1BD/1BA   | 660       |
| 40         | 2218  | 2D20       | 2BD/2BA   | 968       |
| 41         | 2220  | 2E20       | 2BD/2BA   | 987       |
| 42         | 2222  | 2E20       | 2BD/2BA   | 987       |
| 43         | 2224  | 2A20       | 2BD/2BA   | 876       |
| 44         | 2227  | 2E20       | 2BD/2BA   | 987       |
| 45         | 3107  | 1A10       | 1BD/1BA   | 660       |
| 46         | 3108  | 1A10       | 1BD/1BA   | 660       |
| 47         | 3109  | 1A10       | 1BD/1BA   | 660       |
| 48         | 3110  | 1A10       | 1BD/1BA   | 660       |
| 49         | 3112  | 1A10       | 1BD/1BA   | 660       |
| 50         | 3116  | 1A10       | 1BD/1BA   | 660       |
| 51         | 3117  | 1A10       | 1BD/1BA   | 660       |
| 52         | 3118  | 1A10       | 1BD/1BA   | 660       |
| 53         | 3119  | 2D20       | 2BD/2BA   | 968       |
| 54         | 3121  | 2E20       | 2BD/2BA   | 987       |
| 55         | 3123  | 2E20       | 2BD/2BA   | 987       |
| 56         | 3125  | 2A20       | 2BD/2BA   | 876       |

05 1166714

5/18/05

240

| UNIT COUNT | UNIT# | FLOOR PLAN | UNIT TYPE | UNIT SIZE |
|------------|-------|------------|-----------|-----------|
| 57         | 3127  | 2E20       | 2BD/2BA   | 987       |
| 58         | 3128  | 2E20       | 2BD/2BA   | 987       |
| 59         | 3129  | 2E20       | 2BD/2BA   | 987       |
| 60         | 3133  | 1A10       | 1BD/1BA   | 660       |
| 61         | 3212  | 1A10       | 1BD/1BA   | 660       |
| 62         | 3219  | 1A10       | 1BD/1BA   | 660       |
| 63         | 3221  | 2E20       | 2BD/2BA   | 987       |
| 64         | 3223  | 2E20       | 2BD/2BA   | 987       |
| 65         | 3225  | 2E20       | 2BD/2BA   | 987       |
| 66         | 3228  | 2E20       | 2BD/2BA   | 987       |
| 67         | 3229  | 2E20       | 2BD/2BA   | 987       |
| 68         | 3230  | 2E20       | 2BD/2BA   | 987       |
| 69         | 3234  | 1A10       | 1BD/1BA   | 660       |
| 70         | 4107  | 1A10       | 1BD/1BA   | 660       |
| 71         | 4108  | 1A10       | 1BD/1BA   | 660       |
| 72         | 4109  | 1A10       | 1BD/1BA   | 660       |
| 73         | 4110  | 1A10       | 1BD/1BA   | 660       |
| 74         | 4112  | 1A10       | 1BD/1BA   | 660       |
| 75         | 4116  | 1A10       | 1BD/1BA   | 660       |
| 76         | 4117  | 1A10       | 1BD/1BA   | 660       |
| 77         | 4118  | 1A10       | 1BD/1BA   | 660       |
| 78         | 4120  | 2E20       | 2BD/2BA   | 987       |
| 79         | 4122  | 2E20       | 2BD/2BA   | 987       |
| 80         | 4123  | 2E20       | 2BD/2BA   | 987       |
| 81         | 4124  | 2E20       | 2BD/2BA   | 987       |
| 82         | 4127  | 2E20       | 2BD/2BA   | 987       |
| 83         | 4128  | 2E20       | 2BD/2BA   | 987       |
| 84         | 4129  | 2E20       | 2BD/2BA   | 987       |
| 85         | 4133  | 1A10       | 1BD/1BA   | 660       |
| 86         | 4212  | 1A10       | 1BD/1BA   | 660       |
| 87         | 4220  | 2D20       | 2BD/2BA   | 968       |
| 88         | 4222  | 2E20       | 2BD/2BA   | 987       |

05 1166714



5/18/05

41

| UNIT COUNT | UNIT# | FLOOR PLAN | UNIT TYPE | UNIT SIZE |
|------------|-------|------------|-----------|-----------|
| 89         | 4223  | 2E20       | 2BD/2BA   | 987       |
| 90         | 4226  | 2A20       | 2BD/2BA   | 876       |
| 91         | 5117  | 1A10       | 1BD/1BA   | 660       |
| 92         | 5119  | 1A10       | 1BD/1BA   | 660       |
| 93         | 5123  | 2E20       | 2BD/2BA   | 987       |
| 94         | 5124  | 2E20       | 2BD/2BA   | 987       |
| 95         | 5125  | 2E20       | 2BD/2BA   | 987       |
| 96         | 5126  | 1A10       | 1BD/1BA   | 660       |
| 97         | 5127  | 2C20       | 2BD/2BA   | 938       |
| 98         | 5129  | 2E20       | 2BD/2BA   | 987       |
| 99         | 5131  | 2E20       | 2BD/2BA   | 987       |
| 100        | 5132  | 2E20       | 2BD/2BA   | 987       |
| 101        | 5133  | 1A10       | 1BD/1BA   | 660       |
| 102        | 5134  | 1A10       | 1BD/1BA   | 660       |
| 103        | 5135  | 1A10       | 1BD/1BA   | 660       |
| 104        | 5201  | 1A10       | 1BD/1BA   | 660       |
| 105        | 5202  | 1A10       | 1BD/1BA   | 660       |
| 106        | 5205  | 1A10       | 1BD/1BA   | 660       |
| 107        | 5206  | 1A10       | 1BD/1BA   | 660       |
| 108        | 5214  | 2E20       | 2BD/2BA   | 987       |
| 109        | 5215  | 2E20       | 2BD/2BA   | 987       |
| 110        | 5217  | 1A10       | 1BD/1BA   | 660       |
| 111        | 5218  | 1A10       | 1BD/1BA   | 660       |
| 112        | 5220  | 1A10       | 1BD/1BA   | 660       |
| 113        | 5226  | 2E20       | 2BD/2BA   | 987       |
| 114        | 5227  | 1A10       | 1BD/1BA   | 660       |
| 115        | 5229  | 2E20       | 2BD/2BA   | 987       |
| 116        | 5230  | 2E20       | 2BD/2BA   | 987       |
| 117        | 5231  | 2E20       | 2BD/2BA   | 987       |
| 118        | 5232  | 2E20       | 2BD/2BA   | 987       |
| 119        | 5233  | 2E20       | 2BD/2BA   | 987       |
| 120        | 5236  | 1A10       | 1BD/1BA   | 660       |

05 1166714