



CITY OF SACRAMENTO

CITY MANAGER'S OFFICE  
**RECEIVED**

SEP 11 1979

ETHAN BROWNING, JR.  
PLANNING DIRECTOR

Handwritten notes: 44, 39, 33

CITY PLANNING DEPARTMENT  
816 T STREET  
CITY HALL - ROOM 308  
SACRAMENTO, CALIF 95814  
TELEPHONE (916) 449-2804

September 11, 1979

City Council  
Sacramento, California

Honorable Members in Session:

- SUBJECT:
- 1. Rezoning from SC to R-3-R
  - 2. Tentative Map (P-8503)

LOCATION: Northwest corner of Northview Drive and Garden Highway

SUMMARY

This is a request for entitlements necessary to convert an existing 175 unit apartment complex into 175 condominium units. The Planning staff and Planning Commission recommended approval of the project subject to conditions.

BACKGROUND

This project was first presented to the Planning Commission in March, 1979. There were concerns expressed by staff and the Commission regarding the social problems that this project and any other future condominium conversions would have on tenants and other people who cannot afford to purchase residential units. The concerns were primarily with the affordability of a condominium unit versus a rental, cost of relocation of tenants, and the depletion of rental units. In view of these concerns, the project was continued and the Planning Commission directed staff to transmit a request to the City Council to consider a moratorium on condominium conversions.

Subsequent to the continuance, the applicant prepared a proposal which addresses some of the social concerns that were discussed. Generally, the proposal offers the sale of forty percent of the units at a lower interest rate. The applicant indicated that they would carry their own financing and it could be as low as four percent. This will depend on

Office of the City Clerk  
Cont to  
9-26-79  
SEP 11 1979

APPROVED BY THE CITY COUNCIL  
SEP 26 1979  
OFFICE OF THE CITY CLERK  
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September 11, 1979

the income of each homeowner. The balance of the units would be sold under financing now available in the market including the FHA 245 program (Graduated Payment Mortgage). The proposal essentially gives the existing tenants an opportunity to purchase a unit at a cost that would be lower than other condominiums or ownership properties.

The proposal also included C.C.&R.'s (Covenants, Conditions, and Restrictions) which set forth the homeowners agreements, maintenance agreements, architectural controls, and owner obligations. These regulations are designed to assure maintenance of the complex.

The proposal satisfied the Commission with regard to this proposal, however, they still expressed concerns for other future conversion projects that will have the same social effects. The Commission recommended that the applicant's financing proposal and C.C.&R.'s be incorporated as part of the project.

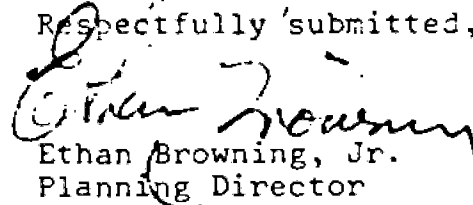
#### NOTE OF COMMISSION

On August 9, 1979, the Commission, by a vote of nine ayes, recommended approval of the project subject to conditions.


#### RECOMMENDATION

The staff and Planning Commission recommend approval of the requests subject to conditions listed in the tentative map resolution. This can be accomplished by adopting the attached rezoning ordinance and tentative map resolution.

Respectfully submitted,

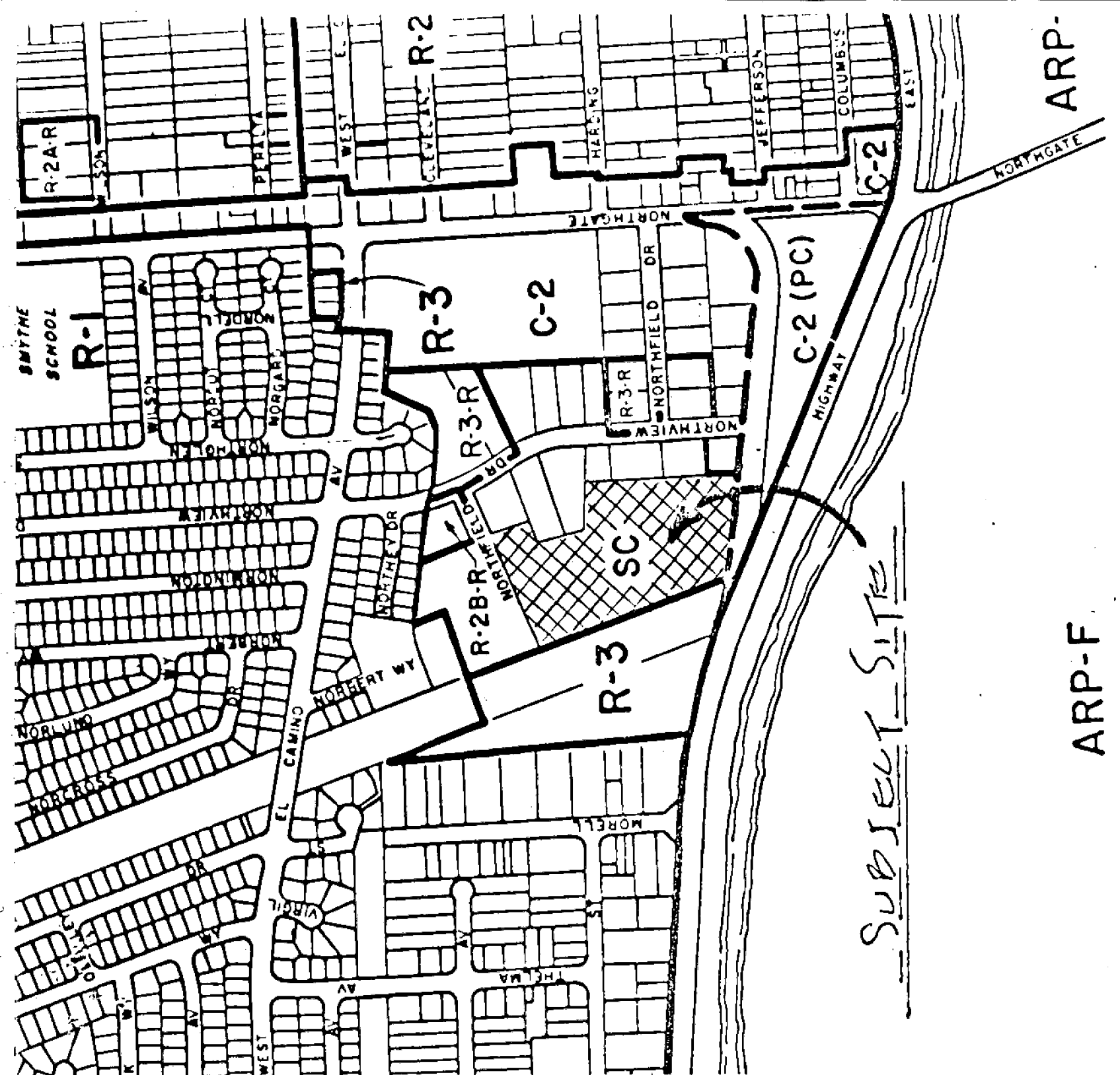
  
Ethan Browning, Jr.  
Planning Director

FOR TRANSMITTAL TO COUNCIL:

  
Walter J. Slipes, City Manager

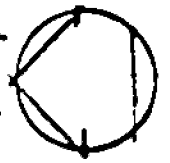
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Attachments  
P-8503

September 11, 1979  
District No. 1



LOCATION PLAN

NOT TO SCALE



SUBJECT SITE

P. 0503

MEETING DATE August 9, 1977  
 ITEM NO. 22 FILE NO. P-8503  
 M-

- REZONING
- SPECIAL PERMIT
- VARIANCE
- SUBD. MOD.
- TENTATIVE MAP
- EIR DETERMINATION
- EXT. OF PERMIT
- OTHER

LOCATION: SW corner of North 20th Lane  
9 1/2 Herdman Hwy

Recommendation:

- Favorable
- Unfavorable
- Petition
- Correspondence

PROPOSERS		
NAME	ADDRESS	
<u>Chris Goodin - 2001 N Street, Sacramento, CA 95816</u>		

OPPONENTS		
NAME	ADDRESS	

MOTION NO. \_\_\_\_\_

	YES	NO	MOTION	2ND
Augusta	✓			
Flores	✓		✓	
Fong	✓			
Goodin	✓			
Hunter	✓			
Muraki	✓			
Simpson P	✓			
Simpson S	✓			✓
Silva	✓			

MOTION:

- TO APPROVE
- TO DENY
- TO APPROVE SUBJECT TO COND. & BASED ON FINDINGS OF FACT IN STAFF REPORT
- INTENT TO APPROVE SUBJ. TO COND. & BASED ON FINDINGS OF FACT DUE \_\_\_\_\_
- TO RECOMMEND APPROVAL to R.R. Goodin & FORWARD TO CITY COUNCIL for approval
- TO RATIFY NEGATIVE DECLARATION
- TO CONTINUE TO \_\_\_\_\_ MEETING
- OTHER \_\_\_\_\_

- EXHIBITS:
- A. Site Plan
  - B. Floor Plan
  - C. Elevation
  - D. Landscaping

SACRAMENTO CITY PLANNING COMMISSION

MEETING DATE August 9, 1979  
 ITEM NO. 21 FILE NO. P-5523  
M-

REZONING  TENTATIVE MAP   
 SPECIAL PERMIT  EIP DETERMINATION   
 VARIANCE  EXT. OF PERMIT   
 SUBD. MOD.  OTHER

Recommendation:

Favorable  
 Unfavorable  Petition  Correspondence

LOCATION: On corner of Interstate 5  
& Garden Hwy

PROPOSENTS	
NAME	ADDRESS
Carmel Lorenz	2001 H Street, Sacramento, CA 95816
OPPOSITIONS	
NAME	ADDRESS

MOTION NO. \_\_\_\_\_

MOTION:

	YES	NO	MOTION	2ND
Augusta	✓			
Flores	✓		✓	
Fong	✓			
Goodin	✓			
Hunter	✓			
Muraki	✓			
Simpson P	✓			
Simpson S	✓			✓
Silva	✓			

- TO APPROVE
- TO DENY
- TO APPROVE SUBJECT TO COND. & BASED ON FINDINGS OF FACT IN STAFF REPORT
- INTENT TO APPROVE SURJ. TO COND. & BASED ON FINDINGS OF FACT DUE \_\_\_\_\_
- TO RECOMMEND APPROVAL in tentative map & FORWARD TO CITY COUNCIL
- TO RATIFY NEGATIVE DECLARATION
- TO CONTINUE TO \_\_\_\_\_ MEETING
- OTHER \_\_\_\_\_

- EXHIBITS: A. Site Plan   
 B. Floor Plan   
 C. Elevation   
 D. Landscaping

STAFF REPORT AMENDED 8-9-79  
CITY PLANNING COMMISSION  
915 "I" STREET - SACRAMENTO, CALIFORNIA 95814

APPLICANT Spink Corporation - 720 F Street, Sacramento, CA  
OWNER American River Investor - 700 Bishop St., Ste. 808, Honolulu, HI  
PLANS BY Spink Corporation - 720 F Street, Sacramento, CA  
FILING DATE \_\_\_\_\_ 50 DAY CPC ACTION DATE \_\_\_\_\_ REPORT BY RPH/SC  
Exempt 15101(k) EIR ASSESSOR'S PCL NO. 274-110-32

- APPLICATION:
1. Environmental Determination
  2. Rezone from SC Shopping Center to R-3 Multiple Family zone
  3. Tentative Map

LOCATION: Northwest corner of Northview Drive and Garden Highway.

PROPOSAL: The applicant is requesting the necessary entitlements in order to convert 175 existing apartments on 12 acres into 175 condominiums.

PROJECT INFORMATION:

1974 General Plan Designation: Residential  
1978 South Natomas Community  
Plan Designation: Residential; 22-29 Units/Ac.  
Existing Land Use of Site: 175 Apartments  
Existing Zoning of Site: SC  
Surrounding Land Use and Zoning:  
North: Commercial; SC  
South: Vacant; C-2  
East: Apartment; SC  
West: Vacant and Residential; R-3  
Property Dimensions: Irregular in Shape Area: 12.3+ Ac.  
Density of Development: 14.2 Units/Acre  
Topography: Flat  
Street Improvements: Existing  
Existing Utilities: Existing  
School District: North Sacramento School District

SUBDIVISION REVIEW COMMITTEE RECOMMENDATION: On February 7, 1979 the Committee recommended approval of the tentative map by a vote of seven ayes, one abstention and one absent, subject to the following conditions:

- a. Applicant shall dedicate a 45 foot half section for Garden Highway and dedicate slope easements, subject to the review and approval of the City Engineer.
- b. Applicant shall provide for each unit separate service facilities for water, gas, electricity and sewage disposal prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).
- c. Applicant shall construct all units to meet the current requirements of the Sacramento City Code, and any state law, applicable to such units, prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).

(over)

APPLIC. NO. P-8503

MEETING DATE May 24, 1979

CITY FILE NO. 6-  
2

June 28, 1979  
Aug. 9, 1979

- d. Applicant shall provide an ownership organization, responsible for the care and maintenance of the project, prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).

STAFF EVALUATION: Staff has the following comments regarding the proposal:

- 1. The site is completely developed and surrounding property is relatively undeveloped, with the exception of the City park north of the site. The site fronts on three streets and is restricted to the east by a 200 foot transmission right-of-way. The complex has a recreation room, swimming pool and two tennis courts.
- 2. Staff has the following comments in regard to the existing development:
  - a. The site is sparsely landscaped with trees, low shrubs and lawn. The landscaping on the site should be increased with more trees, shrubs and undulating berms; this will help buffer the existing units from the street. Staff suggests that a detailed landscape plan be provided and new trees and shrubs be planted, prior to recordation of the final map.
  - b. The complex does not have any specific area or enclosures for the trash dispensers. Presently the trash dispensers are located throughout the parking lots. Staff suggests that the applicant construct enclosures for these containers. The design of these enclosures should be subject to the review and approval of the Planning Director.
- 3. According to the City of Sacramento Zoning Ordinance Section 2-H-11 in regard to condominium conversions a condominium permit shall be issued by the City Planning Director when it appears to his satisfaction that the applicant has met the following requirements:
  - a. Number of Units - At least four individual dwelling units must be included within the proposed sale.
  - b. Parking - Notwithstanding the provisions of Section 6-A-1 of this Ordinance, off-street parking shall be provided at a ratio of not less than one parking space per dwelling unit. The dimensions, location and use of such parking shall be subject to provisions of Section 6 of this Ordinance.
  - c. Utilities - Each unit shall have separate service facilities for water, gas, electricity and sewage disposal. The Director of the Division of Building Inspections shall certify that such individual utility service facilities exist and meet all the requirements of the Sacramento City Code or any applicable state law.
  - d. Building Inspection - All units shall be inspected by the Division of Building Inspections, and the Director of the Division shall certify that each unit meets all current requirements of the Sacramento City Code and any state law applicable to such units.

P-8503

May 24, 1979  
~~June 28, 1972~~  
 Aug. 9, 1979

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- e. Ownership Organization - Documentary evidence indicating that an organization responsible for the care and maintenance of any common area or structure in the project has been duly organized and is currently existing, and is bound by law to properly maintain such common areas and structures shall be submitted.

Staff believes that the condominium ordinance provides for the physical needs and requirements of a condominium project, but staff has concern that the social problems of a condominium conversion project need to be reviewed and discussed with this and every conversion project. The following are concerns that staff has in regard to this conversion:

1. The knowledge of the current tenants in regard to the apartment conversion being proposed by the owners. The applicant has indicated that the tenants have not been informed of this proposal.
2. Relocation of the 175 families into other housing units while the existing apartments are being brought up to the standard of condominiums as required by the Zoning Ordinance.
3. The burden and expense of moving tenants to replacement housing.
4. The applicant has indicated that the price of the proposed units will be between \$35,000 to \$50,000. Staff has concern if this price range is within the buying range of low and middle income families.
5. The need to convert these units to condominiums; there are proposals for condominiums throughout the Natomas area. Staff's concern is in regard to removing 175 existing apartments from the rental market. The Sacramento Housing and Redevelopment Agency has indicated that the vacancy rate for the Sacramento area is between 5 to 6 percent, which is considered a healthy vacancy rate. No specific vacancy rates are available for this area, therefore the City-wide rate may not be indicative of this area. Recognizing the rental market available, it appears this area does not have a substantial amount of available apartments.
6. The State Map Act requires that the owners notify the tenants of the proposed condominium project and that the tenants be given a 120 day written notice of intention of the owners to convert. This shall take place prior to termination of tenancy due to the conversion or proposed conversion. The State Map Act also requires the owner to give the tenants 60 days from the date of issuance of the subdivision public report the exclusive right to contract for the purchase of their respective units. The staff would suggest that, prior to this project being heard by the City Council, the applicant shall notify each tenant of the apartment complex by individual mail what this project entails and that it will be reviewed in public hearing by the City Council. The notice shall indicate the rezoning and explanation of the condominium conversion proposal. The tenants should be encouraged to attend the City Council meeting. This notice shall be delivered at least five days prior to the Council hearing.

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~~May 24, 1979~~

~~June 22, 1979~~

Aug. 9, 1979

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7. The applicant is requesting a rezoning from SC to R-3. Under the Zoning Ordinance, condominiums are not allowed in the SC zone. The applicant's rezoning request is consistent with the General Plan and South Matomas Community Plan. The site is developed with only 14.2 units/acre and the community plan designates the site for 22 to 29 d.u./acre. Staff has concern in rezoning the site to R-3 because this could allow the applicant to increase his density to 29 units per acre. Staff would recommend that the site be rezoned to R-2B-R, which would allow up to 21.78 d.u./acre, but this zoning would not be consistent with the adopted community plan. Staff, therefore, recommends that the site be zoned R-3-R, which will be consistent with the plan and the "R" will allow the Planning Commission review of any proposed expansions.

STAFF RECOMMENDATION:

1. The Environmental Determination be ratified.
2. The Rezoning be approved to R-3-R, subject to the following suggested condition:

Applicant shall verify to the City Planning Director that all tenants in the apartment have received notice five days prior to the City Council meeting per staff's suggestion.

- \*3. The Tentative Map be approved, subject to the following conditions:
  - a. Applicant shall dedicate a 45 foot half section for Garden Highway and dedicate slope easements, subject to the review and approval of the City Engineer.
  - b. Applicant shall provide for each unit separate service facilities for water, gas, electricity and sewage disposal prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).
  - c. Applicant shall construct all units to meet the current requirements of the Sacramento City Code and any state law applicable to such units prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).
  - d. Applicant shall provide an ownership organization, responsible for the care and maintenance of the project, prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance). CPC added...and CC & R's.
  - e. The applicant shall plant a variety of trees (5 gal., 10 gal., and 15 gal. size), shrubs and provide undulating berms along the three streets. The landscaping shall be increased by a minimum of 50%. The revised landscape plan is subject to the review and approval of the City Planning Director prior to approving the final map.
  - f. The applicant shall provide trash enclosures for each trash container, the design and location is subject to the review and approval of the Planning Director.

\*See page 5  
P-8503

~~May 24, 1979~~  
~~June 28, 1979~~  
1949. 9. 1979

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\*The Planning Commission added:

- g. Planning Commission approval based on applicant's submitted financing information and CC & R's per attached exhibit A, B, C & D.
- h. Planning Commission amended page 3 of exhibit D, Article III, Paragraph 1 to read 40 in lieu of "(one-half)".

We are proposing to convert American River Village into condominium use. In so doing we are prepared to offer favorable financing to the present tenants (at interest rates as low as 4%).

The present tenants would have the opportunity to purchase up to one-half of the units (88 units) favorable rate. We would initiate (carry) our own financing parallel to FHA's 235/265 Program which can effectively lower the interest to as low as 4%. In the 235/265 Program this is done through an interest subsidy to the lender. At American River Village this would be done by effectively charging as low as 4% on the mortgage rate.

The notes and deeds of trust would be written at 10% interest. However, there would be a clause allowing collection at an effective rate correlated to their income (partial forgiveness of debt) to the present tenants only. Adjusted income ranges and family sizes would conform to FHA requirements and follow those guidelines (See Exhibit "A").

An example of the benefits of the above is illustrated in Exhibit "B". Here the monthly payment for a \$35,000.00 loan drops from \$352.00 (10% rate) to an effective monthly payment of \$230.42 - a savings of \$121.58 per month.

The balance of the units would be sold under financing now available in the market including the FHA 245 Program (Graduated Payment Mortgage). In this program initial payments are lower and are increased each twelve-month period for either five or ten years. Acceleration rates for the five plans vary from 2% to 7½% (see enclosed brochure).

An example of the most commonly used plan (FHA Plan III) is illustrated in Exhibit "C". This is a five-year plan with an accelerating rate of 7½%. Here the monthly payment (principle and interest only) increase from \$248.18 to \$356.29 after five years, at which time it becomes constant for the balance of the loan term.

A regular FHA loan (10% + ½%) for \$35,000.00 would have a monthly payment of approximately \$319.00. A conventional loan at 11½% for the same amount and term would be approximately \$344.00.

REYNEN & BARDIS

2001 H STREET  
SACRAMENTO, CALIFORNIA 95816

JOHN D REYNEN  
CHRISTO D BARDIS

July 10, 1979

444 9577  
AREA CODE 916

Mr. E. Browning  
Planning Department  
City of Sacramento  
915 "I" Street  
Sacramento, CA. 95814

RE: American River Village  
Condominium Conversion

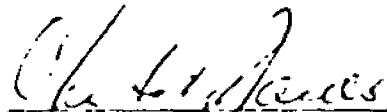
Dear Mr. Browning:

Enclosed is material related to the conversion of American River Village. The material includes an explanation and examples of the proposed financing to be made available by the Sponsor.

In addition, there is a draft copy of proposed covenants, conditions, and restrictions. The financing program is incorporated as Article III.

Should there be any questions, please feel free to contact me.

Very truly yours,

  
Christo D. Bardis

Enclosures

EXHIBIT "B"

I. Section 235/265 type loan:

- a. Factors

(1) Mortgage Amount	\$35,000.00 (30 yr)
(2) Down Payment	1,100.00 (approx.)
(3) Loan @ 4% (NO MIP)	167.00
(4) Loan @ 4.5% (MIP)	175.35
(5) Loan @ 10%	307.00 (approx.)
(6) Family size (5 person)*	
(7) Gross Income (\$15,500.00)	
(8) Adjusted Gross (\$13,825.00)	
a. Gross Income	
Less: 5%	
Less: \$300.00 per child	

b. Assistance Payment: Lesser of (1) or (2):

(1) Monthly payment @ 10% - \$307.00	
Plus: Taxes & Insur. - 45.00	\$352.00
Less: 20% adj. mon. gross	<u>230.42</u>
	\$121.58
(2) Monthly payment @ 10% - \$307.00	
Less: Payment @ 4.0% - <u>167.11</u>	\$139.89**

c. Monthly Payment

Principle & Interest (10%)	<u>\$307.00</u>
Payment @ 10% (Taxes & Ins.)	352.00
Assistance	121.58
Payment	<u><u>230.00</u></u>

\* Effective Range \$14,300.00 - \$18,000.00 gross

\*\* Maximum amount of subsidy  
 Lowest monthly payment - \$212.11

INCOME LIMITS FOR THE SECTION 235/265 PROGRAM

<u>County</u>	<u>1-Per</u>	<u>2-Per</u>	<u>3-Per</u>	<u>4-Per</u>	<u>5-Per</u>	<u>6-Per</u>	<u>7-Per</u>	<u>8-Per</u>	<u>9-Per</u>	<u>10+Per</u>
Alpine	9,800	11,150	12,550	13,950	14,850	15,700	16,600	17,450	17,450	17,450
Anador	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Butte	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Calaveras	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Colusa	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
El Dorado	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Glenn	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Lassen	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Nodoo	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Nevada	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Placer	10,800	12,300	13,850	15,400	16,350	17,300	18,300	19,250	19,250	19,250
Plumas	9,800	11,150	12,550	13,950	14,850	15,700	16,600	17,450	17,450	17,450
Sacramento	10,800	12,300	13,850	15,400	16,350	17,300	18,300	19,250	19,250	19,250
San Joaquin	10,800	12,300	13,850	15,400	16,350	17,300	18,300	19,250	19,250	19,250
Shasta	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Sierra	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Siakiyou	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Butter	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Tehama	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Trinity	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Tuolumne	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300
Yolo	10,800	12,300	13,850	15,400	16,350	17,300	18,300	19,250	19,250	19,250
Yuba	9,700	11,050	12,450	13,850	14,700	15,550	16,450	17,300	17,300	17,300

EXHIBIT "A"

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by \_\_\_\_\_, a limited partnership, hereinafter referred to as "Declarant".

The Declarant is the owner of certain property in the \_\_\_\_\_, County of Sacramento, State of California, which is more particularly described as:

Lots through \_\_\_\_\_, all inclusive, as shown on the Subdivision Map entitled \_\_\_\_\_ filed in the Office of the Recorder of Sacramento County, California, on \_\_\_\_\_ in Book \_\_\_\_\_ of Maps, Map No. \_\_\_\_\_.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant hereby establishes a plan for the individual (condominium) ownership of the real property estates consisting of the area or space contained in each of the units in each structure and the co-ownership by the individual and separate owners thereof, as tenants in common and as hereafter set forth, of the lot on which said unit is situated along with certain common areas.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to \_\_\_\_\_ Homeowners' Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described.

EXHIBIT "C"

2. Graduated Mortgage Payments (FHA Sec. 245)

(a) Factors

- (1) Mortgage Amount \$35,000.00 (30 yr)
- (2) Down Payment 3,100.00 (approx.)
- (3) Plan III (7.5% graduation)
- (4) FHA Rate (10% + ½% (MIP))

(b) Payments:

Year	P & I	Insur/Taxes	Total
1.	\$248.18	\$45.00	\$293.18
2.	266.79	45.00	311.75
3.	288.80	45.00	333.80
4.	308.31	45.00	353.31
5.	333.44	45.00	376.44
6.	356.29	45.00	401.25
Remaining payments:	356.29	45.00	401.25



4. "Common Area" shall mean all real property (including the improvements thereto) for the common use and enjoyment of the owners. The Common Area shall consist of Lots \_\_\_\_\_.
5. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.
6. "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgage.
7. "Unit" shall mean and refer to the individual living areas to be conveyed.
8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties including the Common Area.
9. "Project" shall mean and refer to the whole of the development (\_\_\_\_\_), i.e., all land and improvements thereon.
10. "Declarant" shall mean and refer to \_\_\_\_\_, a limited partnership, its successors and assigns.
11. "Condominium" shall mean and refer to the owner's interest (estate) in the project consisting of an undivided interest in common in a portion of real property (lots) together with a separate interest in space in a residential building (unit).

#### ARTICLE II - CONDOMINIUM PLAN

1. Declarant, in order to establish a plan of condominium ownership for the project, hereby covenants and agrees that it hereby divides the project into the following freehold estates:
  - A. Each of the units in each multi-family structure, each separately shown, numbered and designated in Exhibit "A" attached hereto, shall be a separate freehold estate, consisting of the space bounded and contained within the delineated areas designated in Exhibit "A". Each unit includes both the portions of the building (structure) so described and the air space so encompassed from the solid earth.

In interpreting deeds, declarations and plans, the existing physical boundaries of the unit or a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or lateral movement or minor variance between boundaries shown on the plan or in the deed and declaration and those of the building.

- B. A freehold estate consisting of an undivided interest in the respective lot on which the unit is located which shall include the solid earth upon which the structure is located and the air space above the structure together with an undivided interest in the common areas (lots \_\_\_\_\_), which shall include parking spaces, lawns, pavements, trees and all other landscaping and improvements.
- C. The \_\_\_\_\_ ( ) individual units hereby established and which shall be individually conveyed are described as Units \_\_\_\_\_ through \_\_\_\_\_, both inclusive.
- D. The undivided interests hereby established shall be conveyed as follows:

Each of the above respective undivided interests established and to be conveyed with the respective units cannot be changed, and grantees covenant and agree that the undivided interests in the respective lots and common areas and the fee titles to the respective units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

#### ARTICLE III - FINANCING

1. In converting the subject property to condominium use the Declarant covenants to offer the following financing program for a portion (one-half) of the units therein, to the present occupants.

## A. BASIC PROGRAM OUTLINE

(1) Assistance is the form of reduced monthly payments by the purchaser to the mortgagee to reduce interest costs on a market rate home mortgage to as low as four percent if the homeowner cannot afford the mortgage payment with 20 percent of his income.

(2) The amount of subsidy will vary according to the income of each homeowner and the total amount of the mortgage payment at the market rate of interest (not to exceed 10%). Family income limits will be established for eligibility along FHA guidelines in the Sacramento area.

B. One half of the units shall be offered to the then present tenants for purchase under this financing program.

## C. ASSISTANCE PAYMENTS

(1) Computation. The reduced monthly payments made by the purchaser to the lender shall be computed on the basis of the lesser of:

(a) The difference between the total monthly payment under the mortgage for principal, interest (at market rate), taxes and hazard insurance, and 20 percent of the mortgagor's adjusted monthly income; or

(b) The difference between the monthly payment to principal, and interest (at market rate), premium under the mortgage and the monthly payment to principal and interest that would be required at an interest rate of 4 percent.

1. Special assessments levied by the governmental body are to be included under the term "taxes" as a part of the total monthly payment computed. However, ground rents, assessments of a homeowners association, and special assessments levied by persons or private organizations are not to be included.

Increased Taxes or Insurance. If hazard insurance or property taxes increase, the assistance will be recomputed as above where assistance is being made under Formula I C (a) above, except as to any portion that would cause the assistance to be greater than is permitted (effective rate less than 4%). If assistance payments are already being made under Formula I C (b) above, the mortgagor must pay for any increase in taxes or insurance.

## INCOME CERTIFICATION.

A. The family income (excluding children's income) shall be certified each April 15th by submission of a copy to the lender of income tax returns. If there are changes in income, the monthly payment will be recomputed as previously stated.

B. The borrower must recertify whenever there is a change in the source of income of an adult member of the family which increases total adult family income more than \$50 a month. Mortgagors who fail to disclose their actual income in accordance with the above, will be required to reimburse the lender for all excess assistance.

C. In addition to the above, the mortgagee shall have the right to request and obtain a recertification whenever it is learned that any adult member of the family, residing in the property, has received an increase in income which results in an increase of \$50 or more per month over and above what reported on the application for assistance, or at the latest recertification.

D. Should the borrower fail or refuse to cooperate, in any way, in income certification or recertification, then the lender shall have the absolute right to demand payment at the indicated rate in the note and deed of trust.

E. Assistance under this program shall be terminated upon the sale of the property by the original purchaser.

#### ARTICLE IV - PROPERTY RIGHTS

1. Common Areas. Every owner shall have the right of enjoyment in and to the Common Areas subject to the following:
  - a. The right of the Association to charge reasonable fees for use of equipment in the Common Areas, more particularly, the laundry and clothes drying facilities in \_\_\_\_\_.
  - b. The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his unit remains unpaid, provided that the accused is given notice and the opportunity to be heard by the governing body with respect to the alleged violations before a decision to impose discipline is reached.
  - c. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to members of his family, his tenants, or contract purchasers who reside in the unit.
2. Patio Areas. Each owner shall have the right to landscape and maintain the patio areas immediately adjacent to his unit, which shall be fenced and for the exclusive use of that unit.

3. Parking. Ownership of each unit shall entitle the owner(s) thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said unit as reasonable possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each unit. The remaining parking places \_\_\_\_\_ are to be common usage (for use by owners as they are available) or may be rented to owners as the Association may decide. Any rent so derived shall inure to the Association for the benefit of all members.

#### ARTICLE V - ASSOCIATION MEMBERSHIP AND VOTING

1. Every owner(s) of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.
2. There shall be one (1) vote per unit. Where there is a form of co-tenancy, the aggregate of all ownerships of the unit shall be entitled to only one (1) vote.

#### ARTICLE VI - EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint; repair; replacement and care of roofs; gutters; downspouts and exterior building surfaces; trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include grass surfaces.

In the event that the need for maintenance or repair of a unit or the improvements there is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guest or invitees of the owner of the unit needing such maintenance or repair, the cost of such exterior maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such unit is subject.

In the event an owner of any unit in the project shall fail to maintain the premises and the improvements situated thereon, including patio areas, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said area and to repair, maintain, and restore the unit and

the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such unit is subject, provided that the accused is given notice and the opportunity to be heard by the Board of Directors with respect to the alleged violations before a decision to impose the above discipline is reached.

#### ARTICLE VII - PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the units upon the Properties and placed on the dividing line between the Units and/or structure on Common Area shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party wall and liability for property damage due to negligence shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII- COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make such sale, after failure of the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the appropriate section of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the units situated upon the properties. Said annual assessments shall include and the Association shall acquire and pay for out of the funds derived from said annual assessments the following:

a. Water, sewer, garbage, electrical, lighting, telephone and gas and other necessary utility service for the common area.

b. Maintenance and repair of storm drains, sanitary sewers and private driveways lying within the common area.

c. Water service and maintenance and repair of television antenna systems for all the homes situated upon the Properties.

d. Fire insurance covering the full insurable replacement value of the common area with a minimum of extended coverage.

e. Obtaining and continuing in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages (deeds of trust) covering the condominium units but without prejudice to the right of the owner(s) of a condominium to obtain individual insurance.

f. Liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants incident to their occupation and/or use of the common area and the lots in a combined personal injury and property damage coverage of liability not less than \$1,000,000.00 for each occurrence (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion).

g. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary by the Board of Directors of the Association.



h. Standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in the minimum sum of \$10,000.00 or in such greater amounts as the Board of Directors may determine from time to time.

i. Painting, maintenance, repair, replacement and all landscaping of the common area, and such furnishings and equipment for the common area, as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings, and personnel for the recreational areas necessary or proper for the use thereof, and the facilities thereon by the owners for recreational purposes and the Association shall have the exclusive right and duty to acquire the same.

j. Painting, maintenance, and nonstructural repair of the exterior surfaces of the residences, including replacement of roof covers, as the Association shall deem necessary and proper, including but without limitation, replacement of trim, caulking and other repairs of the roof covers, and other miscellaneous repairs, not of a structural nature. Such exterior maintenance shall not include glass surfaces.

k. Landscape planting (including irrigation) and maintenance service for the common areas; provided, however, that all landscaping inside patio or yard areas of any lot shall be provided and maintained by the owner thereof.

l. Removal and replacement of any part of a patio or fence that extends into the common area under authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company.

m. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to

secure or pay for pursuant to the terms of these restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the Common Area, or for the benefit of the unit owner(s), or for the enforcement of these restrictions.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum monthly assessment shall be dollars ( ) per unit.

a. From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased not more than twenty per cent (20%) by a vote of two-thirds (2/3) of the members, other than the subdivider who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members, other than the subdivider, who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than fifteen (15) days in advance of the meeting. At the first such meeting call, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum. If the required quorum is not present, the owners who are present, either in person or by proxy, may adjourn the meeting to another time as prescribed by Article III, Section 6 of the By-Laws.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first (1st) unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments on a unit is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall incur a late charge of five dollars (\$5.00) together with interest from the due date at the rate of

six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his interest.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage; taxes and other levies which, by law, are superior thereto. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IX - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE X - OBLIGATIONS OF OWNERS

Declarant, its successors and assigns, by this declaration, and all future owners of the condominiums, by their acceptance of their respective deeds, covenant and agree as follows:

- 1. The units shall be occupied and used by the respective owners only as a private dwelling for the owners, his family, tenants and social guest and for no other purpose.

2. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit. However, interior window coverings (drapes, shades and/or curtains) facing the exterior shall be earth-tone.

3. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the Articles and By-Laws of the Association which are collectively attached hereto as Exhibit "B" and made parts hereof. In the event that any of the matters in this Declaration or in Exhibit "A" are in any way inconsistent with any matters in Exhibit "B", then any such matters in Exhibit "B" shall prevail. In the event that any of the matters in such Exhibit "A" are in any way inconsistent with any matters in this Declaration, then any such matters in this Declaration shall prevail.

4. No resident of the project shall post any advertisements or posters of any kind in or on the project, except as authorized by the Association or except a sign of customary and reasonable dimensions advertising the unit for sale.

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

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

7. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the buildings of the project or that protrude through the walls or the roof of the buildings except as authorized by the Association.

8. No owner, resident, lessee, invitee or other person, with or without the purported consent or cooperation of any owner, resident or lessee, shall park, store or maintain in or on the project any boats, trailers, campers, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers or other vehicles not customarily used for means of general transportation for periods of short duration, but not to exceed four (4) hours within any forty-eight (48) consecutive hour period as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Directors of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interest of the owners.

9. Each owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

ARTICLE XI- PARTITION, CONDEMNATION, FIRE AND CASUALTY LOSS

1. Partition of Project. Except as provided in Section 1354 of the California Civil Code there shall be no partition of the subject project. The common areas shall remain undivided, and there shall be no judicial partition thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in a condominium.

2. Condemnation. In the event of any taking of any Unit in the Project by eminent domain, the Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his mortgagee shall be divested of all interest in the Project if such Owner shall vacate his Unit as a result of such taking. A majority of the remaining Owners shall decide by majority vote whether to rebuild, repair the Property, or take other appropriate action. The remaining portion of the Project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to re-adjust proportionately the percentages of undivided interests of the remaining Owners in the Project. In the event of a taking by eminent domain of more than one unit at the same time, or a taking involving the common area, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where Units are not valued separately by the condemning authority or by the court. The Association shall give careful consideration to the allocation of percentage interest in the Common Areas in determining how to divide any lump sum proceeds of condemnation. In the event any Association member disagrees with the proposed allocation, he may have the matter submitted to arbitration. In such case(s) each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

3. Fire and Casualty Loss - Insurance Proceeds. If all or any portion of any residence or common areas is damaged or destroyed by fire or other casualty included in the blanket coverage then the following shall apply:

a. All insurance proceeds shall be paid to the Association for the payment of the cost of repairing or rebuilding as herein provided, as trustee for the benefit of the owners of the damaged premises and the mortgagees, as their interest shall appear.

b. The Board of Directors of the Association shall levy a special assessment against the owners of the lots upon which the casualty has occurred, or, in the case of common areas, all members, equal to the difference between the cost of repairing or rebuilding and the available insurance proceeds which said sums shall be secured by the lien provided for herein and shall be payable into the fund held by the insurance trustee. The Board of Directors may advance the amount of the special assessment to the insurance trustee from Association general funds or reserves, if the Board of Directors determines that the residence or common areas, as so rebuilt and reconstructed, will furnish adequate security for the repayment of said advances by operation of the assessment lien.

c. When the amount held by the insurance trustee is sufficient to pay the costs of repair and reconstruction, the Board of Directors, as agent for the owners, shall thereupon contract for the repair or reconstruction of the premises paying the cost of such work from the amount held by the insurance trustee, said repair or reconstruction to be for the purpose of returning the premises substantially to their appearance and condition immediately prior to the casualty.

d. In any event, the owner or owners of any damaged residence and the Board of Directors shall be obligated to proceed with all due diligence hereunder and commence reconstruction within three (3) months after the damage occurs and complete



STATE OF CALIFORNIA )  
                          )  
COUNTY OF SACRAMENTO)

On \_\_\_\_\_, before me the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared known to me to be the

\_\_\_\_\_, the corporation described in and that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



Policy No. 221949  
Page three of Schedule A

## EXHIBIT "B"

## DESCRIPTION

All that portion of Section 30, Township 9 North, Range 5 East, M.D.B.&M. and all of Lots 27, 28, 29 and 30, together with a portion of Northfield Drive, as said Lots and said Northfield Drive are shown on the "Plat of Northgate Commercial", recorded on May 13, 1966, in Book 79 of Maps, Map No. 11, records of said County, described as follows:

BEGINNING at the Northeast corner of said Lot 27; thence from said point of beginning along the Westerly right of way line of Northview Drive, a public street, the following two (2) courses and distances: 1) South  $00^{\circ}08'40''$  West 613.01 feet and (2) curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South  $49^{\circ}00'35''$  West 37.66 feet to a point located on the Northerly right of way line of the Garden Highway, a public street; thence along said Northerly right of way line the following two (2) courses and distances: (1) North  $82^{\circ}07'30''$  West 459.27 feet and (2) North  $73^{\circ}52'30''$  West 114.31 feet to a point located on the Easterly boundary of the right of way of the United States of America, as described in the Decree recorded in the office of the Recorder of Sacramento County in Book 1709 of Official Records, Page 334; thence along said Easterly boundary North  $16^{\circ}35'18''$  West 839.91 feet; thence Southeasterly curving to the left on an arc of 45.00 feet radius, said arc being subtended by a chord bearing South  $80^{\circ}01'24''$  East 80.50 feet; thence curving to the right on an arc of 30.00 feet radius, said arc being subtended by a chord bearing North  $54^{\circ}58'36''$  East 18.97 feet; thence North  $73^{\circ}24'42''$  East 364.19 feet; thence South  $16^{\circ}35'18''$  East 151.25 feet to the most Westerly corner of Lot 25, as said lot is shown on the official plat of said Northgate Commercial; thence along the Westerly boundary of said Northgate Commercial, South  $16^{\circ}35'18''$  East 226.59 feet to the Southwest corner of Lot 26, as said lot is shown on the official plat of said Northgate Commercial; thence along the Southerly boundary of said Lot 26, South  $89^{\circ}51'20''$  East 282.78 feet to the point of beginning.

## RESOLUTION NO.

Adopted by The Sacramento City Council on date of

ADOPTING FINDINGS OF FACT, APPROVING A REQUEST  
FOR TENTATIVE MAP FOR AMERICAN RIVER VILLAGE  
CONDOMINIUMS (APN: 274-110-32) (P-8503)

WHEREAS, the Planning Commission has submitted to the City Council its report and recommendations concerning the request for a tentative map for American River Village Condominiums

(hereinafter referred to as the proposed subdivision).

WHEREAS, the Council of the City of Sacramento, based on testimony submitted at a public hearing conducted on September 11, 1979, hereby finds and determines as follows:

- A. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City General Plan and the South Natomas Community Plan in that both plans designated the subject site for residential uses. Also, any required improvements are to be designed and constructed within the provisions of the Subdivision Regulations which, by Section 40.102 of said regulations, is designated as a Specific Plan of the City of Sacramento.
- B. The site is physically suitable for the type and proposed density of development in that the subject site is flat with no significant erosional, soil expansion or other similar problems.
- C. The design of the subdivision or proposed improvements are not likely to cause substantial environmental damage, and will not substantially and avoidably injure fish or wildlife or their habitat. The proposed project has been reviewed and assessed by the Environmental Coordinator, who has filed a Negative Declaration with the City Clerk. By virtue of the Negative Declaration, the proposed project will not cause individual or cumulative adverse effects on the natural and social-physical environment nor substantially and avoidably injure fish, wildlife or their habitat.
- D. The design of the subdivision or the type of improvements are not likely to cause serious public health problems in that community water and sewer systems exist at the site. The site is not within an established floodplain or over a known seismic fault.
- E. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public for access through, or use of, the property within the proposed subdivision, in that there are no access easements for use by the public at large on the subject site.
- F. The discharge of waste from the proposed subdivision into the community sewer system servicing the proposed subdivision will not result in or add to a violation of the waste discharge requirements applicable to said sewer system which were prescribed by the California Regional Water Quality Control Board, Central Valley Region, in that the existing County of Sacramento treatment plants have a design capacity for which the discharge from the proposed project will not create a condition exceeding the design capacity.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Sacramento as follows:

- A. The Negative Declaration be ratified;
- B. The Tentative Map be approved subject to the following conditions:
  - 1. Applicant shall dedicate a 45-foot half section for Garden Highway and dedicate slope easements, subject to the review and approval of the City Engineer.
  - 2. Applicant shall provide for each unit separate service facilities for water, gas, electricity and sewage disposal prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).
  - 3. Applicant shall construct all units to meet the current requirements of the Sacramento City Code and any state law applicable to such units prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance).
  - 4. Applicant shall provide an ownership organization, responsible for the care and maintenance of the project, prior to the recordation of the final map (as per Section 2-H-11 of the City of Sacramento Zoning Ordinance), and Covenants, Conditions, and Restrictions.
  - 5. The applicant shall plant a variety of trees (five gallon, ten gallon, and fifteen gallon sizes), shrubs, and provide undulating berms along the three streets. The landscaping shall be increased by a minimum of fifty percent. The revised landscape plan is subject to the review and approval of the City Planning Director prior to approving the final map.
  - 6. The applicant shall provide trash enclosures for each trash container, the design and location is subject to the review and approval of the Planning Director.
  - 7. Planning Commission approval based on applicant's submitted financing information and C.C. & R.'s per attached Exhibits A, B, C, and D.
  - 8. Planning Commission amended Page 3 of Exhibit D, Article III, Paragraph 1 to read 40% in lieu of "one-half".

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

P-8503

3.

ORDINANCE NO. \_\_\_\_\_, FOURTH SERIES

ORDINANCE AMENDING THE DISTRICTS ESTABLISHED BY THE COMPREHENSIVE ZONING ORDINANCE NO. 2550, FOURTH SERIES, AS AMENDED, BY REMOVING PROPERTY LOCATED AT NW CORNER OF NORTHVIEW DRIVE AND GARDEN HIGHWAY FROM THE SC Shopping Center ZONE AND PLACING SAME IN THE R-3-R Light Density Multiple Family Review ZONE (FILE P-8503) (APN: 274-110-32)

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

The territory described in the attached exhibit(s) which is in the SC Shopping Center zone(s) established by Ordinance No. 2550, Fourth Series, as amended, is hereby removed from said zone and placed in the R-3-R Light Density Multiple Family Review zone(s).

This action rezoning the property described in the attached exhibit(s) is adopted subject to the following conditions and stipulations:

- a. A material consideration in the decision of the Planning Commission to recommend and the City Council to approve rezoning of the applicant's property is the development plans and representations submitted by the applicant in support of his request. It is believed said plans and representations are an integral part of such proposal and should continue to be the development program for the property.
- b. If an application for a building permit or other construction permit is filed for said parcel which is not in conformity with the proposed development plans and representations submitted by the applicant and as approved by the Planning Commission August 9, 1979, on file in the office of the Planning Department, or any provision or modification thereof as subsequently reviewed and approved by the Planning Commission, no such permit shall be issued, and the Planning Director shall report the matter to the Planning Commission as provided for in Ordinance No. 3201, Fourth Series.

SECTION 2.

The City Clerk of the City of Sacramento is hereby directed to amend the maps which are a part of said Ordinance No. 2550, Fourth Series, to conform to the provisions of this ordinance.

SECTION 3.

Rezoning of the property described in the attached exhibit(s) by the adoption of this ordinance shall be deemed to be in compliance with the procedures for the rezoning of property prescribed in Ordinance No. 2550, Fourth Series, as said procedures have been affected by recent court decisions.

PASSED FOR PUBLICATION:

PASSED:

EFFECTIVE:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



CITY OF SACRAMENTO

CITY MANAGER'S OFFICE

RECEIVED

APR 4 1980

*Missing last page #33*

JAMES P. JACKSON  
CITY ATTORNEY

THEODORE H. KOBEY, JR.  
ASSISTANT CITY ATTORNEY

LELIAND J. SAVAGE  
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SAM JACKSON  
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DEPUTY CITY ATTORNEYS

DEPARTMENT OF LAW

812 TENTH ST.  
SUITE 201

SACRAMENTO, CALIF. 95814  
TELEPHONE (916) 449-5346

April 3, 1980

Honorable City Council  
City Hall  
Council Chambers  
Sacramento, California 95814

RE: OUTLINE OF PROCEDURES FOR AMERICAN RIVER VILLAGE  
CONDOMINIUM CONVERSION PROJECT - (C. BARDIS)

Members in Session:

SUMMARY

At the City Council meeting on April 1, 1980, the City Council asked our office to outline the procedures necessary to allow the American River Village condominium conversion project to proceed in the most expeditious manner while at the same time requiring the project to meet the provisions of the existing Condominium Conversion Ordinance. Under the procedures outlined in this report, a hearing on this project could be held by the City Council during the latter half of July, 1980.

BACKGROUND INFORMATION

At the City Council meeting on April 1, 1980, the Council discussed the American River Village condominium conversion project proposed by Mr. Chris Bardis. A hearing on a tentative map and a rezoning for this project was pending before the City Council. The City Attorney advised the Council that it could treat Mr. Bardis' project like other condominium conversion projects, in which case the Council should deny the rezoning and tentative map and require Mr. Bardis to apply for a special permit, rezoning and map as required under the existing Condominium Conversion Ordinance. The City Attorney also advised the Council that it could place Mr. Bardis' project in a separate classification if it wished because this project was further advanced than any other condominium conversion project at the time of the imposition of the Condominium Conversion Moratorium in the fall of 1979. If the City Council wished to create a separate classification it would have to adopt an ordinance creating the classification and establishing the standards necessary for the proposed conversion.

Mr. Bardis stated that he would be able to obtain certain low interest federal loans if the Council expedited his project, but that these loans would be lost if the project was treated like other

condominium conversion projects in the City.

After discussion, the Council voted to explore the steps necessary to place Mr. Bardis' project in a separate classification.

On April 2, 1980, members of our staff met with the Planning Director and determined that an ordinance could be written which would place Mr. Bardis' project in a separate classification. The ordinance would not be codified and would not be a part of the City Zoning Ordinance. It would apply to projects in which tentative subdivision maps for condominium conversion had been approved by the Planning Commission on or before August 10, 1979.

The ordinance would generally require such projects to comply with the existing Condominium Conversion Ordinance. Mr. Bardis would have to apply for a special permit to convert. He would have to give the 30 day notice to his tenants in the project as required in the existing ordinance. He would have to meet the development standards such as the separate utility hook-ups, two hour fire walls and sound attenuation. He would also have to comply with the relocation assistance provisions of the ordinance. In order to expedite the project, the hearing before the Planning Commission, which is required under the existing ordinance, could be eliminated.

A question remains as to whether Mr. Bardis would be required to comply with the present purchase incentive provisions of the ordinance, or whether he would be required to meet some other inclusionary housing type of standard. Mr. Bardis and City Council should address this subject at the Council meeting on April 8, 1980.

We do not think that any general plan amendment would be necessary to treat Mr. Bardis' project in this more expeditious manner. The pending tentative subdivision map could be continued until the special permit hearing if Mr. Bardis consents to the continuance. The rezoning application could also be continued.

The Council may also wish to provide as a condition of the special permit, that any conversion approval is conditioned upon offering tenants the low interest federal loans referred to by Mr. Bardis.

#### TIME SCHEDULE

If Mr. Bardis' project is treated like other condominium conversion projects, it presently appears that the earliest date for Council hearings on a special permit for condominium conversion would be in the latter part of October, 1980.



Honorable City Council  
Page Three  
April 3, 1980


If Mr. Bardis' project is to be treated separately, it appears that the permit hearing could be held in the latter part of July, 1980. The dates for this more expeditious procedure would be as follows:

1. Preparation of and adoption of the ordinance applicable to projects in the special classification -- April 29, 1980.  
(Ordinance to be adopted by six votes as an emergency measure, effective immediately.)
2. Date on which applicant must give 30 day notice to tenants-- April 30, 1980.
3. Date on which applicant may apply for special permit -- May 30, 1980.
4. Review of application by Planning Department to be completed within three to five weeks -- June 23, 1980 to July 7, 1980.
5. Hearing on special permit before City Council on July 15, 1980 or July 22, 1980.

The expedited procedure would be approximately three months faster than the normal procedure.

The above information is submitted for the Council's information.

Very truly yours,

  
JAMES P. JACKSON  
City Attorney

JPJ:KMF

FOR COUNCIL INFORMATION

  
WALTER J. SLIPE  
City Manager

cc: Chris Bardis

EXHIBIT "B"

I. Section 235/265 type loan:

a. Factors

(1) Mortgage Amount	\$35,000.00	(30 yr)
(2) Down Payment	1,100.00	(approx.)
(3) Loan @ 4% (NO MIP)	167.00	
(4) Loan @ 4.5% (MIP)	175.35	
(5) Loan @ 10%	307.00	(approx.)
(6) Family size (5 person)*		
(7) Gross Income (\$15,500.00)		
(8) Adjusted Gross (\$13,825.00)		
a. Gross Income		
Less: 5%		
Less: \$300.00 per child		

b. Assistance Payment: Lesser of (1) or (2):

(1) Monthly payment @ 10% - \$307.00		
Plus: Taxes & Insur. - 45.00		\$352.00
Less: 20% adj. mon. gross		230.42
		\$121.58
(2) Monthly payment @ 10% - \$307.00		
Less: Payment @ 4.0% - <u>167.11</u>		\$139.89**

c. Monthly Payment

Principle & Interest (10%)	<u>\$307.00</u>
Payment @ 10% (Taxes & Ins.)	352.00
Assistance	121.58
Payment	<u>230.00</u>

\* Effective Range \$14,300.00 - \$18,000.00 gross

\*\* Maximum amount of subsidy  
 Lowest monthly payment - \$212.11

EXHIBIT "C"

2. Graduated Mortgage Payments (FHA Sec. 245)

(a) Factors

(1) Mortgage Amount	\$35,000.00 (30 yr)
(2) Down Payment	3,100.00 (approx.)
(3) Plan III (7.5% graduation)	
(4) FHA Rate (10% + 1/2% (MIP))	

(b) Payments:

Year	P & I	Insur/Taxes	Total
1.	\$248.18	\$45.00	\$293.18
2.	266.79	45.00	311.75
3.	285.80	45.00	333.80
4.	305.31	45.00	353.31
5.	325.44	45.00	376.44
6.	356.29	45.00	401.25
Remaining payments:	356.29	45.00	401.25

We are proposing to convert American River Village into condominium use. In so doing we are prepared to offer favorable financing to the present tenants (at interest rates as low as 4%).

The present tenants would have the opportunity to purchase up to one-half of the units (88 units) favorable rate. We would initiate (carry) our own financing parallel to FHA's 235/265 Program which can effectively lower the interest to as low as 4%. In the 235/265 Program this is done through an interest subsidy to the lender. At American River Village this would be done by effectively charging as low as 4% on the mortgage rate.

The notes and deeds of trust would be written at 10% interest. However, there would be a clause allowing collection at an effective rate correlated to their income (partial forgiveness of debt) to the present tenants only. Adjusted income ranges and family sizes would conform to FHA requirements and follow those guidelines (See Exhibit "A").

An example of the benefits of the above is illustrated in Exhibit "B". Here the monthly payment for a \$35,000.00 loan drops from \$352.00 (10% rate) to an effective monthly payment of \$230.42 - a savings of \$121.58 per month.

The balance of the units would be sold under financing now available in the market including the FHA 245 Program (Graduated Payment Mortgage). In this program initial payments are lower and are increased each twelve-month period for either five or ten years. Acceleration rates for the five plans vary from 2% to 7½% (see enclosed brochure).

An example of the most commonly used plan (FHA Plan III) is illustrated in Exhibit "C". This is a five-year plan with an accelerating rate of 7½%. Here the monthly payment (principle and interest only) increase from \$248.18 to \$356.29 after five years, at which time it becomes constant for the balance of the loan term.

A regular FHA loan (10% + ½%) for \$35,000.00 would have a monthly payment of approximately \$319.00. A conventional loan at 11½% for the same amount and term would be approximately \$344.00.



At the Subdivision Review Committee meeting of August 8, 1979, the following tentative map was recommended for approval by the City Council. Would you also set this for public hearing. The fast-track ad for this item will be sent to your office after the hearing date has been set.

7. Tentative Map to divide .5+ vacant acre in the R-2 zone into 3 single family lots. Loc: Southeast corner of 14th Avenue and 63rd Street (P-8710) (DC) (FT)



Attachments

110

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by \_\_\_\_\_, a limited partnership, hereinafter referred to as "Declarant".

The Declarant is the owner of certain property in the \_\_\_\_\_, County of Sacramento, State of California, which is more particularly described as:

Lots through \_\_\_\_\_, all inclusive, as shown on the Subdivision Map entitled \_\_\_\_\_ filed in the Office of the Recorder of Sacramento County, California, on \_\_\_\_\_ in Book \_\_\_\_\_ of Maps, Map No. \_\_\_\_\_.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant hereby establishes a plan for the individual (condominium) ownership of the real property estates consisting of the area or space contained in each of the units in each structure and the co-ownership by the individual and separate owners thereof, as tenants in common and as hereafter set forth, of the lot on which said unit is situated along with certain common areas.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to \_\_\_\_\_ Homeowners' Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described.

4. "Common Area" shall mean all real property (including the improvements thereto) for the common use and enjoyment of the owners. The Common Area shall consist of Lots \_\_\_\_\_.
5. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.
6. "Mortgagee" shall mean and include a beneficiary under or holder of a deed of trust as well as a mortgage.
7. "Unit" shall mean and refer to the individual living areas to be conveyed.
8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties including the Common Area.
9. "Project" shall mean and refer to the whole of the development ( \_\_\_\_\_ ), i.e., all land and improvements thereon.
10. "Declarant" shall mean and refer to \_\_\_\_\_ a limited partnership, its successors and assigns.
11. "Condominium" shall mean and refer to the owner's interest (estate) in the project consisting of an undivided interest in common in a portion of real property (lots) together with a separate interest in space in a residential building (unit).

#### ARTICLE II - CONDOMINIUM PLAN

1. Declarant, in order to establish a plan of condominium ownership for the project, hereby covenants and agrees that it hereby divides the project into the following freehold estates:
  - A. Each of the units in each multi-family structure, each separately shown, numbered and designated in Exhibit "A" attached hereto, shall be a separate freehold estate, consisting of the space bounded and contained within the delineated areas designated in Exhibit "A". Each unit includes both the portions of the building (structure) so described and the air space so encompassed from the solid earth.

In interpreting deeds, declarations and plans, the existing physical boundaries of the unit or a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the notes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or lateral movement or minor variance between boundaries shown on the plan or in the deed and



- B. A freehold estate consisting of an undivided interest in the respective lot on which the unit is located which shall include the solid earth upon which the structure is located and the air space above the structure together with an undivided interest in the common areas (lots \_\_\_\_\_), which shall include parking spaces, lawns, pavements, trees and all other landscaping and improvements.
- C. The \_\_\_\_\_ ( ) individual units hereby established and which shall be individually conveyed are described as Units \_\_\_\_\_ through \_\_\_\_\_, both inclusive.
- D. The undivided interests hereby established shall be conveyed as follows:

Each of the above respective undivided interests established and to be conveyed with the respective units cannot be changed, and grantees covenant and agree that the undivided interests in the respective lots and common areas and the fee titles to the respective units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

#### ARTICLE III - FINANCING

1. In converting the subject property to condominium use the Declarant covenants to offer the following financing program for a portion (one-half) of the units therein, to the present occupants.

A. BASIC PROGRAM OUTLINE

(1) Assistance is the form of reduced monthly payments by the purchaser to the mortgagee to reduce interest costs on a market rate home mortgage to as low as four percent if the homeowner cannot afford the mortgage payment with 20 percent of his income.

(2) The amount of subsidy will vary according to the income of each homeowner and the total amount of the mortgage payment at the market rate of interest (not to exceed 10%). Family income limits will be established for eligibility along FHA guidelines in the Sacramento area.

B. One half of the units shall be offered to the then present tenants for purchase under this financing program.

C. ASSISTANCE PAYMENTS

(I) Computation. The reduced monthly payments made by the purchaser to the lender shall be computed on the basis of the lesser of:

(a) The difference between the total monthly payment under the mortgage for principal, interest (at market rate), taxes and hazard insurance, and 20 percent of the mortgagor's adjusted monthly income; or

(b) The difference between the monthly payment to principal, and interest (at market rate), premium under the mortgage and the monthly payment to principal and interest that would be required at an interest rate of 4 percent.

1. Special assessments levied by the governmental body are to be included under the term "taxes" as a part of the total monthly payment computed. However, ground rents, assessments of a homeowners association, and special assessments levied by persons or private organizations are not to be included.

Increased Taxes or Insurance. If hazard insurance or property taxes increase, the assistance will be recomputed as above where assistance is being made under Formula I C (a) above, except as to any portion that would cause the assistance to be greater than is permitted (effective rate less than 4%). If assistance payments are already being made under Formula I C (b) above, the mortgagor must pay for any increase in taxes or insurance.

INCOME CERTIFICATION.

A. The family income (excluding children's income) shall be certified each April 15th by submission of a copy to the lender of income tax returns. If there are changes in income, the monthly payment will be recomputed as previously stated.

ARTICLE III - FINANCING (CON'T)

B. The borrower must recertify whenever there is a change in the source of income of an adult member of the family which increases total adult family income more than \$50 a month. Mortgagors who fail to disclose their actual income in accordance with the above, will be required to reimburse the lender for all excess assistance.

C. In addition to the above, the mortgagee shall have the right to request and obtain a recertification whenever it is learned that any adult member of the family, residing in the property, has received an increase in income which results in an increase of \$50 or more per month over and above what reported on the application for assistance, or at the latest recertification.

D. Should the borrower fail or refuse to cooperate, in any way, in income certification or recertification, then the lender shall have the absolute right to demand payment at the indicated rate in the note and deed of trust.

E. Assistance under this program shall be terminated upon the sale of the property by the original purchaser.

ARTICLE IV - PROPERTY RIGHTS

1. Common Areas. Every owner shall have the right of enjoyment in and to the Common Areas subject to the following:
  - a. The right of the Association to charge reasonable fees for use of equipment in the Common Areas, more particularly, the laundry and clothes drying facilities in \_\_\_\_\_.
  - b. The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his unit remains unpaid, provided that the accused is given notice and the opportunity to be heard by the governing body with respect to the alleged violations before a decision to impose discipline is reached.
  - c. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to members of his family, his tenants, or contract purchasers who reside in the unit.
2. Patio Areas. Each owner shall have the right to landscape and maintain the patio areas immediately adjacent to his unit, which shall be fenced and for the exclusive use of that unit.

3. Parking. Ownership of each unit shall entitle the owner(s) thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said unit as reasonable possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each unit. The remaining parking places \_\_\_\_\_ are to be common usage (for use by owners as they are available) or may be rented to owners as the Association may decide. Any rent so derived shall inure to the Association for the benefit of all members.

#### ARTICLE V - ASSOCIATION MEMBERSHIP AND VOTING

1. Every owner(s) of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.
2. There shall be one (1) vote per unit. Where there is a form of co-tenancy, the aggregate of all ownerships of the unit shall be entitled to only one (1) vote.

#### ARTICLE VI - EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint; repair; replacement and care of roofs; gutters; downspouts and exterior building surfaces; trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include grass surfaces.

In the event that the need for maintenance or repair of a unit or the improvements there is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guest or invitees of the owner of the unit needing such maintenance or repair, the cost of such exterior maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such unit is subject.

In the event an owner of any unit in the project shall fail to maintain the premises and the improvements situated thereon, including patio areas, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds

the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such unit is subject, provided that the accused is given notice and the opportunity to be heard by the Board of Directors with respect to the alleged violations before a decision to impose the above discipline is reached.

#### ARTICLE VII - PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the units upon the Properties and placed on the dividing line between the Units and/or structure on Common Area shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party wall and liability for property damage due to negligence shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.
6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the unit against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make such sale, after failure of the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the appropriate section of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the units situated upon the properties. Said annual assessments shall include and the Association shall acquire and pay for out of the funds derived from said annual assessments the following:

a. Water, sewer, garbage, electrical, lighting, telephone and gas and other necessary utility service for the common area.

b. Maintenance and repair of storm drains, sanitary sewers and private driveways lying within the common area.

c. Water service and maintenance and repair of television antenna systems for all the homes situated upon the Properties.

d. Fire insurance covering the full insurable replacement value of the common area with a minimum of extended coverage.

e. Obtaining and continuing in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages (deeds of trust) covering the condominium units but without prejudice to the right of the owner(s) of a condominium to obtain individual insurance.

f. Liability insurance insuring the Association against any liability to the public or to any owner, their invitees or tenants incident to their occupation and/or use of the common area and the lots in a combined personal injury and property damage coverage of liability not less than \$1,000,000.00 for each occurrence (such limits and coverage to be reviewed at least annually by the Association and increased in its discretion).

g. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws, and any other insurance deemed necessary by the Board of Directors of the Association.

h. Standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in the minimum sum of \$10,000.00 or in such greater amounts as the Board of Directors may determine from time to time.

i. Painting, maintenance, repair, replacement and all landscaping of the common area, and such furnishings and equipment for the common area, as the Association shall determine are necessary and proper, including but without limiting the generality of the foregoing, all equipment, furnishings, and personnel for the recreational areas necessary or proper for the use thereof, and the facilities thereon by the owners for recreational purposes and the Association shall have the exclusive right and duty to acquire the same.

j. Painting, maintenance, and nonstructural repair of the exterior surfaces of the residences, including replacement of roof covers, as the Association shall deem necessary and proper, including but without limitation, replacement of trim, caulking and other repairs of the roof covers, and other miscellaneous repairs, not of a structural nature. Such exterior maintenance shall not include glass surfaces.

k. Landscape planting (including irrigation) and maintenance service for the common areas; provided, however, that all landscaping inside patio or yard areas of any lot shall be provided and maintained by the owner thereof.

l. Removal and replacement of any part of a patio or fence that extends into the common area under authority of an easement when access to a utility line underneath such patio or fence is requested by any utility company.

m. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to



secure or pay for pursuant to the terms of these restrictions or by law or which in the opinion of the Association's Board of Directors shall be necessary or proper for the operation of the Common Area, or for the benefit of the unit owner(s), or for the enforcement of these restrictions.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum monthly assessment shall be dollars ( ) per unit.

a. From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased not more than twenty per cent (20%) by a vote of two-thirds (2/3) of the members, other than the subdivider who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members, other than the subdivider, who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than fifteen (15) days in advance of the meeting. At the first such meeting call, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes shall constitute a quorum. If the required quorum is not present, the owners who are present, either in person or by proxy, may adjourn the meeting to another time as prescribed by Article III, Section 6 of the By-Laws.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first (1st) unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid. A properly executed certificate of the Association as to the status of assessments on a unit is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall incur a late charge of five dollars (\$5.00) together with interest from the due date at the rate of

six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his interest.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage; taxes and other levies which, by law, are superior thereto. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IX - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE X - OBLIGATIONS OF OWNERS**

Declarant, its successors and assigns, by this declaration, and all future owners of the condominiums, by their acceptance of their respective deeds, covenant and agree as follows:

1. The units shall be occupied and used by the respective owners only as a private dwelling for the owners, his family, tenants and social guest and for no other purpose.

2. Each condominium owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own unit. However, interior window coverings (drapes, shades and/or curtains) facing the exterior shall be earth-tone.

3. The owners of all of the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the Articles and By-Laws of the Association which are collectively attached hereto as Exhibit "B" and made parts hereof. In the event that any of the matters in this Declaration or in Exhibit "A" are in any way inconsistent with any matters in Exhibit "B", then any such matters in Exhibit "B" shall prevail. In the event that any of the matters in such Exhibit "A" are in any way inconsistent with any matters in this Declaration, then any such matters in this Declaration shall prevail.

4. No resident of the project shall post any advertisements or posters of any kind in or on the project, except as authorized by the Association or except a sign of customary and reasonable dimensions advertising the unit for sale.

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

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

7. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the buildings of the project or that protrude through the walls or the roof of the buildings except as authorized by the Association.

8. No owner, resident, lessee, invitee or other person, with or without the purported consent or cooperation of any owner, resident or lessee, shall park, store or maintain in or on the project any boats, trailers, campers, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers or other vehicles not customarily used for means of general transportation for periods of short duration, but not to exceed four (4) hours within any forty-eight (48) consecutive hour period as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Directors of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interest of the owners.

9. Each owner, tenant or occupant of a condominium shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

ARTICLE XI- PARTITION, CONDEMNATION, FIRE AND CASUALTY LOSS

1. Partition of Project. Except as provided in Section 1354 of the California Civil Code there shall be no partition of the subject project. The common areas shall remain undivided, and there shall be no judicial partition thereof. Nothing herein shall be deemed to prevent partition of a co-tenancy in a condominium.

2. Condemnation. In the event of any taking of any Unit in the Project by eminent domain, the Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his mortgagee shall be divested of all interest in the Project if such Owner shall vacate his Unit as a result of such taking. A majority of the remaining Owners shall decide by majority vote whether to rebuild, repair the Property, or take other appropriate action. The remaining portion of the Project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to re-adjust proportionately the percentages of undivided interests of the remaining Owners in the Project. In the event of a taking by eminent domain of more than one unit at the same time, or a taking involving the common area, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where Units are not valued separately by the condemning authority or by the court. The Association shall give careful consideration to the allocation of percentage interest in the Common Areas in determining how to divide any lump sum proceeds of condemnation. In the event any Association member disagrees with the proposed allocation, he may have the matter submitted to arbitration. In such case(s) each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

3. Fire and Casualty Loss - Insurance Proceeds. If all or any portion of any residence or common areas is damaged or destroyed by fire or other casualty included in the blanket coverage then the following shall apply:

a. All insurance proceeds shall be paid to the Association for the payment of the cost of repairing or rebuilding as herein provided, as trustee for the benefit of the owners of the damaged premises and the mortgagees, as their interest shall appear.

b. The Board of Directors of the Association shall levy a special assessment against the owners of the lots upon which the casualty has occurred, or, in the case of common areas, all members, equal to the difference between the cost of repairing or rebuilding and the available insurance proceeds which said sums shall be secured by the lien provided for herein and shall be payable into the fund held by the insurance trustee. The Board of Directors may advance the amount of the special assessment to the insurance trustee from Association general funds or reserves, if the Board of Directors determines that the residence or common areas, as so rebuilt and reconstructed, will furnish adequate security for the repayment of said advances by operation of the assessment lien.

c. When the amount held by the insurance trustee is sufficient to pay the costs of repair and reconstruction, the Board of Directors, as agent for the owners, shall thereupon contract for the repair or reconstruction of the premises paying the cost of such work from the amount held by the insurance trustee, said repair or reconstruction to be for the purpose of returning the premises substantially to their appearance and condition immediately prior to the casualty.

d. In any event, the owner or owners of any damaged residence and the Board of Directors shall be obligated to proceed with all due diligence hereunder and commence reconstruction within three (3) months after the damage occurs and complete

reconstruction within six (6) months after the damage occurs, unless prevented by causes beyond their reasonable control.

#### ARTICLE XII - GENERAL PROVISIONS

1. Enforcement. 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 this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the total voting power of the Association and seventy-five per cent (75%) of the votes of members other than the subdivisor. Any amendment must be recorded.

By: \_\_\_\_\_, General  
Partner



STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO )

On \_\_\_\_\_, before me the undersigned, a  
Notary Public in and for the State of California, duly com-  
missioned and sworn, personally appeared  
known to me to be the

\_\_\_\_\_, the corporation described in  
and that executed the within instrument on behalf of said cor-  
poration, and acknowledged to me that such corporation executed  
the within instrument pursuant to its by-laws or a resolution  
of its board of directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



CITY OF SACRAMENTO

4

CITY PLANNING DEPARTMENT

815 J STREET SACRAMENTO, CALIF. 95814  
CITY HALL ROOM 311 TELEPHONE 438-6000

August 29, 1979

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Ordinance Amending the Districts Established by the Comprehensive Zoning Ordinance No. 2550, Fourth Series, as Amended, by Permitting Property Located at the Northwest Corner of Northview Drive and Garden Highway from the SC Shopping Center Zone and Placing Same in the R-3-E Light Density Multiple Family Review Zone (F-8700) (AFN: 274-110-32)

SUMMARY

This item is presented at this time for Council's approval of its publication for legal advertisement purposes. A location map is attached for the Council's consideration.

BACKGROUND INFORMATION:

Prior to publication of an item in a local paper to meet legal advertising requirements, the City Council must first pass the item for publication. The City Clerk then transmits the title of the item to the paper for publication and for advertising the meeting date.

RECOMMENDATION:

It is recommended the item be passed for publication.

Respectfully submitted,

*Ethan Browning, Jr.*  
Ethan Browning, Jr.  
Planning Director

FOR TRANSMITTAL TO CITY COUNCIL:

*Walter J. Slize*  
Walter J. Slize, City Manager

RECEIVED PFP &  
SEP 4 1979 Cont 40  
OFFICE OF THE CITY CLERK 9-11-79

EBj:jm  
Attachments  
P-8503

September 4, 1979  
District No. 1

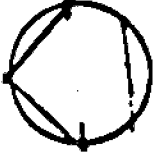


ARP-

ARP-F

SUBJECT SITE

LOCATION PLAN  
NOT TO SCALE



P. 8507

3.

ORDINANCE NO. \_\_\_\_\_, FOURTH SERIES

ORDINANCE AMENDING THE DISTRICTS ESTABLISHED BY THE COMPREHENSIVE ZONING ORDINANCE NO. 2550, FOURTH SERIES, AS AMENDED, BY REMOVING PROPERTY LOCATED AT NW CORNER OF NORTHEAST DRIVE AND GARDEN HIGHWAY FROM THE S-1 Shopping Center

AND PLACING SAME IN THE P-3-1 Light Density Multiple Family Residential ZONE (FILE P-617) (ASB. 77-21111)

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

The territory described in the attached exhibit(s) which is in the S-1 Shopping Center zone established by Ordinance No. 2550, Fourth Series, as amended, is hereby removed from said zone and placed in the P-3-1 Light Density Multiple Family Residential zone.

This action rezoning the property described in the attached exhibit is adopted subject to the following conditions and stipulations:

a. A material consideration in the decision of the Planning Commission to recommend and the City Council to approve rezoning of the applicant's property is the development plans and representations submitted by the applicant in support of his request. It is believed said plans and representations are an integral part of such proposal and should continue to be the development program for the property.

b. If an application for a building permit or other construction permit is filed for said parcel which is not in conformity with the proposed development plans and representations submitted by the applicant and approved by the Planning Commission August 9, 1977, as shown in the office of the Planning Department, or any provision or provisions thereof as subsequently reviewed and approved by the Planning Commission, no such permit shall be issued, and the Planning Director shall report the matter to the Planning Commission as provided for in Ordinance No. 2550, Fourth Series.

SECTION 2.

The City Clerk of the City of Sacramento is hereby directed to amend the maps which are a part of said Ordinance No. 2550, Fourth Series, to conform to the provisions of this ordinance.

SECTION 3.

Rezoning of the property described in the attached exhibit(s) by the adoption of this ordinance shall be deemed to be in compliance with the procedures for the rezoning of property prescribed in Ordinance No. 2550, Fourth Series, as said procedures have been affected by recent court decisions.

PASSED FOR PUBLICATION:

PASSED:

EFFECTIVE:

ATTEST:

\_\_\_\_\_  
CITY CLERK

All that portion of Section 30, Township 9 North, Range 5 East, N.M.P. and all of Lots 27, 28, 29 and 30, together with a portion of Northfield Drive, as said Lots and said Northfield Drive are shown on the "Northgate Commercial", recorded on May 13, 1901, in book 79 of Maps, Map No. 11, records of said County, described as follows:  
BEGINNING at the Northeast corner of said Lot 27; thence from said point of beginning along the Westerly right of way line of Northfield Drive, a public street, the following two (2) courses and distances: (1) South  $00^{\circ}00'40''$  West 613.01 feet and (2) curving to the right on an arc of 25.00 feet radius, said arc being subtended by a chord bearing South  $49^{\circ}00'35''$  West 37.65 feet to a point located on the Northern right of way line of the Garden Highway, a public street; thence along said Northerly right of way line the following two (2) courses and distances: (1) North  $82^{\circ}07'30''$  West 459.27 feet and (2) North  $73^{\circ}24'40''$  West 114.31 feet to a point located on the Easterly boundary of the right of way of the United States of America, as described in the lease recorded in the office of the Recorder of Sacramento County in Book 1700 of Official Records, Page 334; thence along said Easterly boundary North  $16^{\circ}35'18''$  West 839.91 feet; thence Southeasterly curving to the left on an arc of 45.00 feet radius, said arc being subtended by a chord bearing South  $80^{\circ}01'24''$  East 50.50 feet; thence curving to the right on an arc of 30.00 feet radius, said arc being subtended by a chord bearing North  $54^{\circ}59'36''$  East 18.97 feet; thence North  $73^{\circ}24'40''$  East 300.12 feet; thence South  $16^{\circ}35'18''$  East 151.25 feet to the most Westerly corner of Lot 25, as said lot is shown on the official plat of said Northgate Commercial; thence along the Westerly boundary of said Northgate Commercial South  $16^{\circ}35'18''$  East 226.59 feet to the Southwest corner of Lot 26, as said lot is shown on the official plat of said Northgate Commercial; thence along the Southerly boundary of said Lot 26, South  $80^{\circ}51'00''$  East 282.78 feet to the point of beginning.

# SACRAMENTO CITY PLANNING COMMISSION

## APPLICATION INFORMATION

APPLICATION TAKEN BY: HY

Gen. Plan Amend. (GPA)  Comm. Plan Amend. (CPA)  Rezone (RZ) from SC to R-3  
 Special Permit (SP)  Variance (V)  Tentative Map (TM)  Sbdvn. Modification (SM)  
Other EIR & Condominium Permit

Assessors Parcel No. 274 - 110 - 32 Address NW corner of Northview Dr. & Garden Highway

Request(s) 1) Environmental Impact Determination 2) Tentative Map to divide 20<sup>175</sup> apts. on 1/2 ac. in R322 zone into 20<sup>175</sup> condominiums 3) Condominium Conversion Permit to convert 20<sup>175</sup> apts. into 20<sup>175</sup> individually-owned units 4) Rezoning from SC to R-3 Zone

Owner(s) American River Investors - 700 Bishop St. Honolulu, Hawaii 96813 Phone No. (808)536-3841

Applicant Spink Corp. - P.O. Box 2511, Sacramento, CA 95811 Phone No. 444-8170

Signature David M. Guchino Filing Fee \$75 + 180 = 255 Receipt No. 475 ed 2/9/79

C.P.C. Meeting Date February 22, 1979 (cont'd. to 3-8) (cont'd. to 3-22) (cont'd. to 4-12) (cont'd. to 4-19)

955.00 5/9/79 4476.81 copy sent to appl. 3-5 to appl. 3-12 to appl. 3-30 to appl. 4-12  
C.P.C. Meeting Date 5-24-79 (cont'd. to 6-28) (cont'd. to 7-26) (cont'd. to 8-9-79)

ACTION ON ENTITLEMENT TO USE (to appl. 6-5) (7-9) 7955 for report to appl. 8-2-79

Planning Commission (Appeal Period is Ten (10) Consecutive Days From Date of Action)

Approved \_\_\_\_\_ Approved w/Conditions \_\_\_\_\_ Approved Based on Find. of Fact Due \_\_\_\_\_

Rec. Approval of Rezoning to R-3-R (see staff report) Rec. Approval w/Conditions amended - Tentative Map Denied \_\_\_\_\_

Findings of Fact Approved \_\_\_\_\_

Copy Sent to Applicant 8-15-79

Recommendations and Appeals are Forwarded to City Council for Final Action.

COUNCIL ACTION: (Appeal Period is Thirty (30) Consecutive Days From Date of Action).

Plan Amendment \_\_\_\_\_ Rezoning \_\_\_\_\_ Tentative Map \_\_\_\_\_ Subd. Modification \_\_\_\_\_ Appeal \_\_\_\_\_

Approved \_\_\_\_\_ Approved w/Conditions \_\_\_\_\_ Denied \_\_\_\_\_ Return to Planning Commission \_\_\_\_\_

ENTITLEMENT(S) TO USE: \_\_\_\_\_ is/are:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Approved w/Conditions \_\_\_\_\_

By: \_\_\_\_\_  
SEC TO PLANNING COMMISSION

NOTE: Action authorized by this document shall not be conducted in such a manner as to constitute a public nuisance. Violation of any of the foregoing conditions will constitute ground for revocation of this permit. Building permits are required in the event any building construction is planned. The County Assessor is notified of actions taken on rezonings, special permits and variances.

Sent to Applicant: \_\_\_\_\_  
DATE

P No 8503

SACRAMENTO CITY PLANNING COMMISSION

MEETING DATE August 9, 1974  
 M. NO. 27 FILE NO. P-8503  
 M-

REZONING  TENTATIVE MAP   
 SPECIAL PERMIT  EIR DETERMINATION   
 VARIANCE  EXT. OF PERMIT   
 SUBD. MOD.  OTHER

Recommendation:

Favorable   
 Unfavorable  Petition  Correspondence

LOCATION: 111 corner of North 25th & L St  
9 Hardin Hill

PROPOSERS

NAME

ADDRESS

Chris Garcia - 2001 N Street, Sacramento, CA 95816

OPPOSERS

NAME

ADDRESS

MOTION NO. \_\_\_\_\_

MOTION:

	YES	NO	MOTION	2ND
Augusta	✓			
Flores	✓		✓	
Fong	✓			
Goodin	✓			
Hunter	✓			
Muraki	✓			
Simpson P	✓			
Simpson S	✓			✓
Silva	✓			

- TO APPROVE
- TO DENY
- TO APPROVE SUBJECT TO COND. & BASED ON FINDINGS OF FACT IN STAFF REPORT
- INTENT TO APPROVE SUBJ. TO COND. & BASED ON FINDINGS OF FACT DUE \_\_\_\_\_
- TO RECOMMEND APPROVAL FOR R-1 & FORWARD TO CITY COUNCIL for approval
- TO RATIFY NEGATIVE DECLARATION
- TO CONTINUE TO \_\_\_\_\_ MEETING
- OTHER \_\_\_\_\_

EXHIBITS: A. Site Plan   
 B. Floor Plan   
 C. Elevation

SACRAMENTO CITY PLANNING COMMISSION

MEETING DATE August 9, 1979  
 ITEM NO. 26 FILE NO. P-8509  
 M-

REZONING  TENTATIVE MAP   
 SPECIAL PERMIT  EIR DETERMINATION   
 VARIANCE  EXT. OF PERMIT   
 SUBD. MOD.  OTHER

LOCATION: 11100 Greenway Industrial Blvd  
& Goodin Hwy

Recommendation:

Favorable  Unfavorable  Petition  Correspondence

PROponents

NAME

ADDRESS

Cris Lewis - 2001 H Street, Sacramento, CA 95816

OPponents

NAME

ADDRESS

MOTION NO. \_\_\_\_\_

MOTION:

	YES	NO	MOTION	2ND
Augusta	✓			
Flores	✓		✓	
Fong	✓			
Goodin	✓			
Hunter	✓			
Muraki	✓			
Simpson P	✓			
Simpson S	✓			✓
Silva	✓			

- TO APPROVE
- TO DENY
- TO APPROVE SUBJECT TO COND. & BASED ON FINDINGS OF FACT IN STAFF REPORT
- INTENT TO APPROVE SUBJ. TO COND. & BASED ON FINDINGS OF FACT DUE \_\_\_\_\_
- TO RECOMMEND APPROVAL subject to conditions & FORWARD TO CITY COUNCIL
- TO RATIFY NEGATIVE DECLARATION
- TO CONTINUE TO \_\_\_\_\_ MEETING
- OTHER \_\_\_\_\_

- EXHIBITS: A. Site Plan   
 B. Floor Plan   
 C. Elevation   
 D. Landscaping





## CITY OF SACRAMENTO

OFFICE OF THE CITY CLERK  
815 J STREET  
CITY HALL ROOM 203  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 449-5426

LORRAINE MAGANA  
CITY CLERK  
MURBERT F. ROGERS  
CHIEF DEPUTY CITY CLERK

August 22, 1979

American River Investor  
700 Bishop Street  
Honolulu, Hawaii 96813

Gentlemen:

Notice is hereby given that a hearing date of September 11, 1979 has been set in the matter of REZONE from SC to R-3-R and TENTATIVE MAP to divide 175 apartments into 175 condominiums for property located at northwest corner of Northview Drive and Garden Highway. (P-8503)

The hearing will be held at 7:30 a.m., Council Chamber, second floor, 815 J Street, Sacramento, CA.

Pursuant to Council Rules of Procedure 4.5, continuance of the above matter may be obtained only if a written request is delivered to this office no later than 12:00 Noon the Friday before the meeting when the hearing is scheduled. If written request is not delivered to this office as specified herein, you may obtain continuance only by appearing before the City Council at the time the hearing is scheduled and requesting the continuance.

Sincerely,

  
Lorraine Magana  
City Clerk

LM:HO'

cc: The Spink Corporation (D. Apachino)  
Chris Bardis  
Planning Department

CITY OF SACRAMENTO

INTER-OFFICE ROUTING

To:

- Mayor / City Council Office
- City Manager
- Asst. City Manager
- Asst. City Manager, Community Development
- Asst. to City Manager
- Public Information
- City Clerk
- Finance Administration
- Revenues & Collections
- Purchasing
- Central Stores
- Accounting
- Utility Billing
- Data Processing
- City Treasurer
- City Attorney
- Planning Department
- Personnel Administration
- Employee Relations
- Employee Services
- Management Services
- Personnel Selections
- Training
- Police Department

To:

- Fire Department
- Fire Prevention
- Weed Abatement
- Emergency Planning
- City Engineer
- Asst. City Engr. Administration
- Animal Control
- Real Estate & Street Assessment
- Facility Maintenance
- Street Maintenance
- Traffic - Parking
- Water & Sewer
- Building Inspection
- Electrical Inspection
- Plumbing Inspection
- Community Improvement
- Waste Removal
- Equipment Maintenance

To:

- Museum & History Commission
- Recreation & Parks Administration
- Recreation
- Parks
- Golf
- Zoo
- Crocker Art Gallery
- Library Administration
- Housing and Redevelopment
- Community Center
- \_\_\_\_\_

Note:

- For Your Information
- Return with Recommendations
- Please Comment
- Prepare Draft and Return
- Prepare Letter
- Take Necessary Action
- Investigate and Report
- Per Your Request
- Reply, Send Copy To:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

To: JAMES JACKSON, CITY ATTORNEY REFERRAL OF AGENDA ITEM, MEETING OF 4-8-80

ITEM NO. 33: P-8963: A & B continued to 7-8-80 (with applicant consent).

Comments

Council adopted City Attorney procedure re Special Ord.;

Attorney to report back with Ord. language 4-29-80.

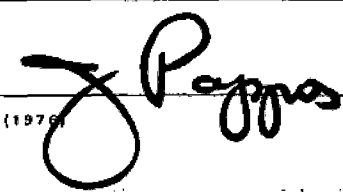
Language not to include purchase incentives in existing

Condominium Ord., but will contain provision that Council

can make inclusionary housing condition of Special Permit.

cc: Sabina Gilbert  
 Planning Director  
 Mike Lake

Signature



Title or Dept.

CITY CLERK

Date 4-9-80