

RESOLUTION OF
THE BOARD OF DIRECTORS OF
THE VILLAGE GREEN OWNERS ASSOCIATION,
A CALIFORNIA NONPROFIT CORPORATION
AUTHORIZING ENTRANCE INTO A HISTORICAL PROPERTY CONTRACT

The Undersigned, constituting the full Board of Directors of THE VILLAGE GREEN OWNERS ASSOCIATION, a California nonprofit corporation ("*Association*"), adopt this resolution as follows:

WHEREAS, Association has been formed pursuant to California Civil Code Section 1351(a), as an association created for the purpose of managing a common interest development, namely that certain real property, together with associated structures and improvements thereon, commonly known as the Village Green and located at the street address 5300 W. Rodeo Road, Los Angeles, CA 90016 and 5112 - 5595 Village Green, Los Angeles, CA 90016 ("*Property*"); and

WHEREAS, definition 1.15 in Section 1 of the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for The Village Green Condominium Project, Phase One Los Angeles County, California, and any amendments, changes, supplements, annexations or modifications thereto, recorded on August 29, 1973, in Book M4456, Page 649, Official Records of the County Recorder of Los Angeles County ("*Declaration*"), defines "*Project*" as the Property, the Association Property (all real property and easements on real property now owned or hereafter acquired by the Association, together with any fixtures or structures acquired or constructed by the Association on such real property or easements), and all improvements and structures thereon, including the Units (the elements of the Project, other than Association Property, which are not owned in common by the Owners of the Condominium Units in the Project); and

WHEREAS, pursuant to Section 5 of the Declaration, the Association, acting through its Board of Directors, has the power to conduct, manage and control the affairs of the Association and the Project and make and enforce such rules and regulations with respect thereto as are not inconsistent with the Declaration or with law and as it may deem to be in the best interests of the Project and the Owners, including entering upon and in any Unit for the purpose of effecting maintenance or repair if such maintenance and repair is necessary, in the opinion of the Board, to protect and preserve the Project; and

WHEREAS, the Historical Property Contract ("*Contract*") as shown in Exhibit "A", attached hereto and incorporated by this reference, has been presented to the Board for adoption and execution; and

WHEREAS, the Board has determined that maintaining the historical elements of the Property and the adoption and execution of the Contract will confer substantial benefits to the Owners of Condominium Units located at the Property;

NOW THEREFORE, the Undersigned on motion duly made, seconded, and unanimously carried, hereby adopt the following resolution as follows:

EXHIBIT "A"

RESOLVED, the Board hereby authorizes JOE KHOURY, President of the Association, to negotiate and enter into agreement with the City of Los Angeles with regard to the Contract; and


RESOLVED, the Property shall be subject to any Mills Act, property tax or related historic preservation incentive program; and

RESOLVED, the Association shall comply with all of the requirements of the Contract, which include but are not limited to (i) the preservation and maintenance of certain historical elements of the Project, wherever located, and (ii) providing the governmental agencies authorized by the Contract access to all historical elements, wherever located, for periodic examination; and

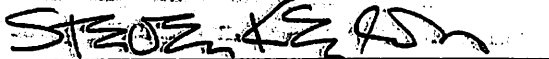
RESOLVED, the Board hereby authorizes JOE KHOURY, President of the Association, to execute said Contract on behalf of the Association.

Date: April 27, 2010

ADOPTED AND APPROVED:



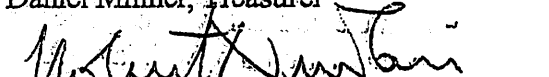
Joe Khoury, President




Steven Keylon, Vice-President




Daniel Millner, Treasurer



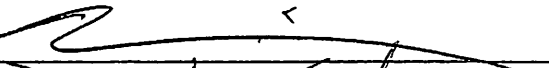
Robert Nicolais, Secretary



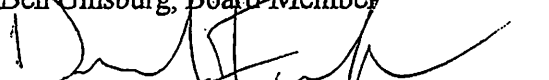
Steve Haggerty, Board Member



Drew Furedi, Board Member



Ben Ginsburg, Board Member



Dan Frank, Board Member

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Pages:
0020

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

12/23/10 AT 10:50AM

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



LEADSHEET



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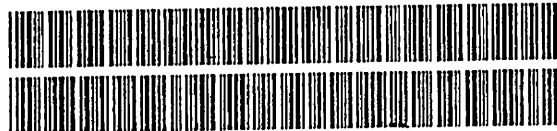
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SEQ:
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DAR - Mail (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Los Angeles Department of City Planning
Historical Property Contracts Program
200 North Spring Street, Room 620
Los Angeles, California 90012



SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

C. 118143

HISTORICAL PROPERTY CONTRACT
BY AND BETWEEN THE CITY OF LOS ANGELES,
A MUNICIPAL CORPORATION, AND

THE VILLAGE GREEN OWNERS ASSOCIATION, a California nonprofit corporation,

FOR THE PRESERVATION AND BENEFIT OF THE
HISTORIC-CULTURAL MONUMENT OR
CONTRIBUTING STRUCTURE PROPERTY LOCATED AT

5300 W. Rodeo Road, Los Angeles, CA 90016 and
5112 - 5595 Village Green, Los Angeles, CA 90016

THIS AGREEMENT is made and entered into this 23rd day of DECEMBER 20 10, by
and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the "City") and
THE VILLAGE GREEN OWNERS ASSOCIATION, a California nonprofit corporation (hereinafter referred to
as the "Association") on behalf of the Owners of Condominium Units located at the Property.

WITNESSETH:

- (i) California Government Code Sections 50280, et seq. authorize cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance and restoration of such historical properties so as to retain their characteristics as properties of historical significance.
- (ii) Association has been formed pursuant to California Civil Code Section 1351(a), as an association created for the purpose of managing a common interest development, namely that certain real property, together with associated structures and improvements thereon, commonly known as the Village Green and located at the street address of 5300 W. Rodeo Road, Los Angeles, CA 90016, and 5119 - 5595 Village Green, Los Angeles, CA 90016 (hereinafter such property shall be referred to as the "Property"). A legal description of the Property and Rehabilitation/Restoration/Maintenance Plan for the Property is attached hereto, marked as **Exhibit "A"**, and is incorporated herein by this reference.
- (iii) The Property, Association and all Owners of Condominium Units at the Property are subject to that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements for The Village Green Condominium Project, Phase One Los Angeles County, California, and any amendments, changes, supplements, annexations or modifications thereto, recorded on August 29, 1973, in Book M4456, Page 649, Official Records of the County Recorder of Los Angeles County ("Declaration").

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- (iv) Pursuant to Section 3 of the Declaration, all Owners of Condominium Units at the Property are (a) members of the Association, and (b) may not avoid the obligations and burdens of ownership of a Condominium Unit at the Property, including paying all assessments properly levied by the Association, including any assessments necessary to comply with the provisions of this Agreement, including but limited to provisions regarding enforcement of this Agreement.
- (v) Definition 1.15 in Section 1 of the Declaration, defines Project as the Property, the Association Property (all real property and easements on real property now owned or hereafter acquired by the Association, together with any fixtures or structures acquired or constructed by the Association on such real property or easements), and all improvements and structures thereon, including the Units (the elements of the Project, other than Association Property, which are not owned in common by the Owners of the Condominium Units in the Project).
- (vi) Pursuant to Section 5 of the Declaration, the Board of Directors (“Board”) of the Association has the power to conduct, manage and control the affairs of the Association and the Project and make and enforce such rules and regulations with respect thereto as are not inconsistent with the Declaration or with law and as it may deem to be in the best interests of the Project and the Owners, including entering upon and in any Unit for the purpose of effecting maintenance or repair if such maintenance and repair is necessary, in the opinion of the Board, to protect and preserve the Project.
- (vii) Pursuant to that certain Resolution of the Board of Directors of THE VILLAGE GREEN OWNERS ASSOCIATION, a California nonprofit corporation, authorizing entrance into a historical property contract dated April 27, 2010, JOE KHOURY, President of the Association, is authorized to negotiate, enter into, and execute this Agreement on behalf of Association.
- (viii) On May 4, 1977, the City Council of the City of Los Angeles declared the Property Historic-Cultural Monument No. 174 pursuant to Section 22.171.10 of the Los Angeles Administrative Code.
- (ix) City and Association, for their mutual benefits, now desire to enter into this agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of Section 439, et seq., of the California Revenue and Taxation Code.

NOW THEREFORE, City and Association, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement.

This Historical Property Contract (hereinafter referred to as the “Agreement”) shall be effective and commence on the date it is recorded (hereinafter referred to as the “effective date”) and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended, subject to provisions of paragraph 2, below.

2. Renewal.

Each year on the anniversary of the effective date of this Agreement (hereinafter referred to as the “renewal date”), a year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Association or City desires in any year not to renew the Agreement, Association or City shall serve written notice of nonrenewal of the

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Agreement on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Association to City at least ninety (90) days prior to the annual renewal date, or served by City to Association at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Association of a notice of nonrenewal from City, Association may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Association of nonrenewal. If either City or Association serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards for Historical Property.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

- a. Association shall preserve and maintain the characteristics of historical significance of the Property. Attached hereto, marked as Exhibit "B" and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Property which shall apply to such property throughout the term of this Agreement.
- b. Association shall, where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation (Exhibit "B"), and the California Historical Building Code.
- c. Association shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization and City, as may be necessary to determine Association's compliance with the terms and provisions of this Agreement.

4. Notification to State Office of Historic Preservation.

Association shall provide written notice of the Agreement to the State Office of Historic Preservation within six (6) months of the effective date of the Agreement.

5. Provision of Information of Compliance.

Association hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

6. Cancellation.

City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Association breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a Historic-Cultural Monument or Contributing Structure. City may also cancel this Agreement if it determines that the Association has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of the Agreement. Except as otherwise provided in Section 19.143 of the Los Angeles Municipal Code, in the event of cancellation of this Agreement by the City, Association shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 1/2%) of the current fair market value of the Property at the time of

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cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of subsection (b) of Section 50286 of the Government Code.

7. Enforcement of Agreement.

In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Association, City shall give written notice to Association by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Association), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Association pursuant to the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Association, or apply for such other relief as may be appropriate. City does not waive any claim of default by Association if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

8. Binding Effect of Agreement.

On behalf of itself and all Owners of Condominium Units at the Property, the Association hereby voluntarily subjects the Property described in Exhibit "A" hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Association hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Association, and the Owners of Condominium Units at the Property, and their respective successors and assigns in title or interest to the Property and Condominium Units therein. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Association hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Association's and the Owners of the Condominium Units at the Property's legal interest in the Property is rendered less valuable thereby. City and Association hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Association.

9. **Notice.**

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

To City:

Los Angeles Department of City Planning
200 North Spring Street, Room 620
Los Angeles, California 90012
Attn: Historical Property Contracts Manager

To Association:

THE VILLAGE GREEN OWNERS ASSOCIATION,
a California nonprofit corporation
5300 W. Rodeo Road
Los Angeles, CA 90016
Attn: Association President

10. **General Provisions.**

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint venturers or members of any joint enterprise.
- b. Association, on behalf of itself as well as all Owners of Condominium Units at the Property, agrees to and shall hold City and its elected officials, officers, employees and agents harmless from any and all liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Association or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Property. Association hereby agrees to and shall defend the City and its elected officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Association's activities in connection with the Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.
- c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Property, whether by operation of law or in any manner whatsoever.
- d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

- e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- f. This Agreement shall be construed and governed in accordance with the laws of the State of California.

11. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the Office of the County Recorder of the County of Los Angeles.

12. Amendments.

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed.

THE CITY OF LOS ANGELES, a municipal corporation:



ATTEST: JUNE LAGMAY, City Clerk

By: [Signature] 12-17-10 Date
Deputy

By: [Signature] 12-7-10 Date
S. Gail Goldberg, AICP, Director of Planning
MICHAEL J. LOGRANDE

THE VILLAGE GREEN OWNERS ASSOCIATION, a California nonprofit corporation

By: [Signature]
Authorized Signer*
Joseph Khoury 4/27/2011 Date
Print Name
PRESIDENT, THE VILLAGE GREEN OWNERS ASSOCIATION

APPROVED AS TO FORM
CARMEN TRUTANIGH, City Attorney

By: [Signature] 12-15-10 Date
EDWARD M. JORDAN, Deputy City Attorney, Office of the City Attorney

* Approved Recording Signature Method:
The contract signature(s) and printed names(s) above must be identical to the printed names(s) on the first page of the contract. C-118143