



# City of La Quinta

**CITY / SA/ HA/ FA MEETING DATE:** February 18, 2014

**ITEM TITLE:** APPROVE SECOND REQUEST TO EXTEND COMPLIANCE DEADLINE BY TWO YEARS FOR AGEDA CAMARGO

**AGENDA CATEGORY:**

**BUSINESS SESSION:**

**CONSENT CALENDAR:** 3

**STUDY SESSION:**

**PUBLIC HEARING:**

---

## **RECOMMENDED ACTION:**

Approve second request to extend compliance deadline by two years for Ageda Camargo.

## **EXECUTIVE SUMMARY:**

- On June 25, 2007, the City cited Ms. Ageda Camargo for an illegal, unpermitted garage conversion.
- In April of 2008, the City started court proceedings to gain compliance regarding the code violations.
- On January 12, 2009, the City and Ms. Camargo signed a Declaration of Covenants, Conditions, and Restrictions ("Declaration") extending the compliance date to no later than January 13, 2012.
- On February 12, 2012, Council approved an Amendment to the Declaration and extended the compliance date to no later than January 13, 2014; however, due to Ms. Camargo's declining health, she was not able to sign the Amendment.
- Per Council's directive, staff has not taken any enforcement action against Ms. Camargo during the past two years.
- The property is still out of compliance; however due to Ms. Camargo's medical and financial condition, staff recommends a second Amendment to the Declaration to extend the deadline by two more years.

**FISCAL IMPACT:**

None.

**BACKGROUND/ANALYSIS:**

In 2007, the City cited Ms. Camargo for an unpermitted garage conversion at her residence located at 53800 Avenida Montezuma. In exchange for the City agreeing to temporarily dismiss its enforcement action, Ms. Camargo and the City signed a Declaration and Agreement (Attachment 1) to extend the date to remove the illegal conversion. Ms. Camargo also signed a Hold Harmless Agreement to ensure the City would not be held liable in case of damage or injury resulting from the illegal conversion. The Agreement ended on January 13, 2012; however, another two-year extension was approved by Council, which expired on January 13, 2014. To date, the garage conversion still remains intact.

Due to Ms. Camargo's age and deteriorating health, staff recommends a second extension be granted for two additional years. If approved, the new compliance deadline will be January 13, 2016. Also, consistent with the terms of the 2009 Declaration, staff seeks Council authorization to take the necessary action to gain compliance if the subject property is transferred (either through sale or death) prior to the expiration of the two years.

**ALTERNATIVES:**

As Ms. Camargo is neither financially nor physically able to remove the illegal structure and a hold harmless agreement is in place, staff does not recommend an alternative action.

Report prepared by: Anthony Moreno, Code Compliance Supervisor  
Report approved for submission by: Frank Spevacek, City Manager

Attachment:           1. Declaration of Covenants, Conditions, and Restrictions

RECORDED REQUESTED BY  
AND WHEN RECORDED MAILED TO:

THE CITY OF LA QUINTA  
P. O. Box 1504  
La Quinta, CA 92247  
Attn: Deby Conrad

Exempt from Fee--Public Agency  
(Government Code Section 6103)

DOC # 2009-0088662

02/24/2009 08:00A Fee:NC

Page 1 of 16

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
/			114						
M	A	L	465	426	PCOR	NCOR	SMF	(NCHG)	EXAM
							T:	CTY	UNI

SPACE ABOVE FOR RECORDER'S USE ONLY



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration and Agreement") is made this 12<sup>th</sup> day of January 2009, by and between AGEDA CAMARGO, an individual ("Declarant"), and the CITY OF LA QUINTA, a municipal corporation ("City").

**RECITALS**

A. Declarant is the owner of that certain real property located in the City of La Quinta, County of Riverside, State of California with a physical address of 53800 Ave Montezuma, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

B. The City has been pursuing a code enforcement case against Declarant for a garage that was converted into a living area without the required permits. After an administrative effort, the City filed a criminal action against Declarant for violations related to the converted garage. The criminal case was filed in Riverside Indio Court, Indio Division, bearing a case number of INM183280.

C. In lieu of sentencing on the case, Declarant has agreed to the terms and conditions set forth in this Declaration and Agreement. Declarant and the City agree that in exchange for the City's dismissal of the criminal case under the terms set forth herein, Declarant shall comply with each and every provision in this Declaration and Agreement.

D. Declarant shall hold, sell, encumber, and/or convey any interest in the Property subject to the covenants, conditions, restrictions, and reservations as provided herein. No representation is made by the City, pursuant to this Declaration and Agreement, with respect to the status of any area or structure of the Property other than the garage at-issue.

NOW THEREFORE, the Declarant declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth.

### TERMS AND CONDITIONS

1. In exchange for the City dismissing the criminal case 90 days following January 13, 2009, or as soon thereafter as practical for the Court, Declarant agrees to perform at her sole expense each and every item listed in the Residential Safety Inspection Correction List attached hereto as Exhibit "B" and incorporated herein by this reference, and have each such item inspected and approved in writing by the City no later than April 13, 2009. All items listed on the Residential Safety Inspection Correction List must be completed in full compliance with any and all applicable laws, regulations, and standards.

2. Declarant shall, no later than January 13, 2012, take all necessary steps at her sole expense to (a) bring the converted garage on the Property into full compliance with all applicable laws, regulations, and standards (b) schedule a City inspection of the garage to verify completion of the work and consent to such inspection, and (c) secure a written approval from the City for the required work. Notwithstanding the foregoing, if the Property changes possession or title (that is, if Declarant moves out of the Property for any reason or conveys the Property or an interest thereof to a third-party) ("Triggering Event" Declarant must provide City written notice at least thirty (30) days prior to any such Triggering Event. Thereafter, Declarant or the new owner or occupier of the Property shall take any and all necessary steps at his/her sole expense to correct the garage as contemplated herein in compliance with all such applicable laws and regulations no later than ninety (90) days following any such Triggering Event. If Declarant fails to comply with this condition, the City shall be entitled to (a) pursue and all legal means to secure compliance with applicable laws and regulations in connection with the garage and/or (b) conduct the correction work on its own (or through designees) and lien or place a special assessment against the Property for any related costs.

3. Declarant must agree to maintain an operational smoke detector in the garage. Declarant hereby consents to the City's entry on to the Property within a week of the recording of this Declaration and Agreement to inspect the existing smoke detector in the garage. If the

City inspector determines that the existing smoke detector is not adequate, the City will install an operational smoke detector, at City's sole expense. After the City confirms that an operational smoke detector exists in the garage or installs the same, it shall be the obligation of Declarant to maintain the same in compliance with applicable laws and regulations.

4. Declarant has entered into a Hold Harmless Agreement, attached hereto as Exhibit "B" and incorporated herein by this reference, which provides that until Declarant brings the converted garage on the Property into compliance with all applicable laws, regulations, and standards and secures a written City approval for the same, Declarant and any successor in interest of the Property assume any and all liability of damage to property or injury to person stemming from the converted garage. In connection therewith, the Hold Harmless Agreement provides that Declarant and any successor in interest agrees to fully indemnify the City for any claim or action related thereto, including any costs, expenses, attorneys' fees, and related expenses incurred in connection therewith.

5. Nothing herein shall be understood as a waiver of any applicable City fees in connection with the work required herein.

6. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth herein shall run with the Property and shall be binding upon all personal having any right, title, or interest in the Property, or any part thereto, their heirs, successive owners and assigns; shall inure to the benefit of the City and its successors and assigns and successors in interest; shall be binding upon Declarant, her successors and assigns and successors in interest; and may be enforced by the City and its successors and assigns and successors in interest. City and Declarant hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land.

7. The covenants, conditions, and restrictions contained in this Declaration and Agreement shall remain in effect for a period of forty (40) years from the date this Declaration and Agreement is executed. At the expiration of said forty (40) year period, the term of this Declaration and Agreement shall be automatically renewed for successive five (5) year periods. Notwithstanding the foregoing, if Declarant complies with each and every term herein, Declarant may request in writing that the City expunge this instrument and, in such instance, the City shall take such necessary action to do so and this Declaration and Agreement shall terminate.

8. Any notice, demand, request, consent, approval, communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice

shall be deemed communicated forty eight (48) hours from the time of mailing if mailed as provided in this Section.

To "City":

THE CITY OF LA QUINTA  
P. O. Box 1504  
La Quinta, CA 92247  
Attn: Community Safety Manager

To "Declarant":

Agueda Camaraju  
53800 Ave. Montezuma  
La Quinta, CA 92253

9. This Declaration and Agreement contains all of the agreements of the parties and all previous understandings, negotiations and agreements are integrated into and superseded by this Declaration and Agreement.

10. This Declaration and Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

11. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Declaration and Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Declaration and Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

12. The persons executing this Declaration and Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Declaration and Agreement on behalf of said parties and that by so executing this Declaration and Agreement the parties hereto are formally bound to the provisions of this Agreement.

13. This Declaration and Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

14. In performing of its obligations and duties under this Agreement, each party shall comply with all applicable local, state, and federal laws, regulations, rules, and ordinances.

15. In the event any action is brought between the parties hereto relating to this Declaration and Agreement or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.

16. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Declaration and Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Declaration and Agreement. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the drafts person of such provision.

17. This Declaration and Agreement is to be governed by the laws of the State of California.

IN WITNESS THEREOF, the undersigned have executed this Declaration and Agreement as of the date first written above.

"Declarant"

*Ageda Camargo*  
AGEDA CAMARGO

"City"

*Thomas P. Menonise*  
City Manager  
CITY OF LA QUINTA

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

*Noam Duzman*  
Noam Duzman  
Deputy City Attorney

State of California )  
 ) ss.  
County of Riverside )

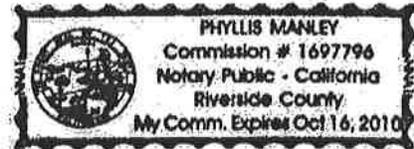
On 2/4/2009 before me, **Phyllis Manley**, Notary Public, personally appeared **Thomas P. Genovese** who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Phyllis Manley



---

State of California

County of Riverside

On 2/4/2009 before me, Phyllis Manley, Notary Public, personally appeared Agda Camargo who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Phyllis Manley  
Signature of Notary Public

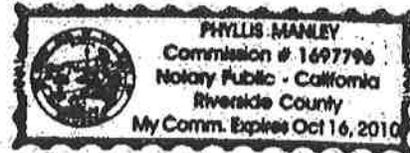


EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 20 in Block 196 of Santa Carmelita at Vale La Quinta Unit No. 19, as shown by Map on file in Book 19, pages 33 and 34 of Maps, Riverside County Records;

EXHIBIT "B"  
RESIDENTIAL SAFETY INSPECTION CORRECTION LIST  
[INTENTIONALLY LEFT BLANK - SEE ATTACHED LIST]



# City of La Quinta

P.O. BOX 1504  
LA QUINTA, CALIFORNIA 92247-1504  
78-495 CALLE TAMPICO  
LA QUINTA, CALIFORNIA 92253

BUILDING & SAFETY DEPARTMENT  
(760) 777-7012  
FAX (760) 777-7011

## RESIDENTIAL SAFETY INSPECTION CORRECTION LIST

INSPECTION DATE: November 17, 2008

INSPECTED BY: Greg Butler *GB 12/18/08*

TITLE: Building & Safety Manager

ADDRESS: 53800 Avenida Montezuma

DESCRIPTION: Unpermitted, converted  
garage

OWNER: Ageda Camargo

CASE #: 06-1435

This structure has been visually inspected for compliance with the 2007 California Building, Mechanical, Electrical, Plumbing, and Energy Codes, and the City of La Quinta Municipal Code. No destructive investigation was undertaken. Wiring, plumbing, insulation, and any other materials concealed in wall or ceiling spaces were not observed at this inspection.

### OBSERVED DEFICIENCIES:

#### MECHANICAL

- 1) Provide permanently installed heating equipment capable of maintaining an indoor temperature of 68°F at a point of 3 feet above the floor. (CBC §1204.1)

#### ELECTRICAL

- 1) Provide Ground Fault Circuit Interrupter protection for receptacles in bathrooms. (CEC §210.8(A)(1))
- 2) Provide Ground Fault Circuit Interrupter protection for receptacles serving wet bar sink where the receptacle is located within 6 feet of the outside edge the sink. (CEC §210.8(A)(7))
- 3) Provide Arc-Fault Circuit Interrupter protection for all circuits supplying 125-volt, single phase, 15- and 20-ampere outlets in bedrooms. (CEC §210.12(B))
- 4) Provide cover plate on bedroom receptacle on south wall, near the western end.
- 5) Provide access to inspect and verify electrical sub-panel installation, including the following elements:
  - a) Service panel and its ampacity;
  - b) Grounding size, location and method;
  - c) Sub-panel ampacity;
  - d) Conduit size from service panel to sub-panel;
  - e) Number of conductors, their size, material, and insulation type.  
(CEC Articles 215, 220, 230, 240, 250 and 310)

END OF CORRECTION LIST

EXHIBIT "C"  
HOLD HARMLESS AGREEMENT

[INTENTIONALLY LEFT BLANK - SEE ATTACHED AGREEMENT]

## HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is entered into as of January 12<sup>th</sup>, 2009, by and between AGEDA CAMARGO, an individual ("Camargo"), and the CITY OF LA QUINTA, a municipal corporation ("City").

WHEREAS, Ms. Camargo is the owner of that certain real property located in the City of La Quinta, County of Riverside, State of California with a physical address of 53800 Ave Montezuma ("Property"); and

WHEREAS, the City has been pursuing a code enforcement case against Ms. Camargo for a garage that was converted into a living area without the required permits. After an administrative effort, the City filed a criminal action against Ms. Camargo for violations related to the converted garage. The criminal case was filed in Riverside Indio Court, Indio Division, bearing a case number of INM183280; and

WHEREAS, the City has agreed, pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions dated January 12, 2009, which has been recorded against the Property ("Declaration"), to dismiss the criminal case in exchange for Ms. Camargo agreeing to bring the garage into compliance with all applicable laws, regulations, and standards within a three (3) year period; and

WHEREAS, the parties hereto agree that in the event that the converted garage causes property damage and/or injury to person, or there are other needs to take action thereon, during the later of the three (3) year compliance period or until such time as all the work is approved by the City, Ms. Camargo shall hold the City harmless and indemnify the City against any and all related damages as set forth below.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS SET FORTH BELOW, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1.** The parties acknowledge that the foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2.** Ms. Camargo shall defend, indemnify, and hold the City and its officers, employees, and agents ("City Indemnitees") free and harmless from any and all of claims, causes of action, obligations, losses, liabilities, judgments, damages, including reasonable attorneys fees and costs of litigation (collectively "Claims") arising out of and/or in any way relating to the converted garage. The duty of Ms. Camargo to indemnify and hold the City harmless as stated herein shall not apply for Claims resulting directly from the sole active negligence or willful misconduct of the City Indemnitees. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding in any way involving such Claims, Ms. Camargo shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees on an ongoing monthly basis their costs of defense, including attorneys' fees, incurred in defense of such Claims. In addition, Ms. Camargo shall be obligated to promptly pay any final judgment or portion thereof rendered against the City Indemnitees.

**Section 3.** The parties hereto specifically acknowledge that this Agreement will be recorded in Official Records of the County of Riverside as an exhibit to the Declaration.

**Section 4.** Any notice, demand, request, consent, approval, communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty eight (48) hours from the time of mailing if mailed as provided in this Section.

To "City":

THE CITY OF LA QUINTA  
P. O. Box 1504  
La Quinta, CA 92247  
Attn: Community Safety Manager

To "Declarant":

Aracely Camarero  
53800 Ave. Mentezuma  
La Quinta, CA 92253

**Section 5.** This Agreement contains all of the agreements of the parties and all previous understandings, negotiations and agreements are integrated into and superseded by this Agreement.

**Section 6.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by both parties.

**Section 7.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

**Section 8.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**Section 9.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Section 10.** In performing of its obligations and duties under this Agreement, each party shall comply with all applicable local, state, and federal laws, regulations, rules, and ordinances.

**Section 11.** In the event any action is brought between the parties hereto relating to this Agreement or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees and costs in connection with such action or proceeding.

**Section 12.** The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Agreement. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

**Section 13.** This Agreement is to be governed by the laws of the State of California.

IN WITNESS THEREOF, the undersigned have executed this Agreement as of the date first written above.

"Declarant"

X Ageda Camargo  
AGEDA CAMARGO

"City"

Thomas P. Genovese  
City Manager  
CITY OF LA QUINTA

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

Noam Duzman  
Deputy City Attorney

State of California

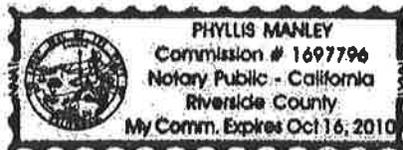
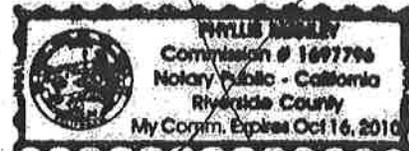
County of Riverside

On 3/2/2009 before me, Phyllis Manley, Notary Public, personally appeared Ayda Camargo who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

Phyllis Manley  
Signature of Notary Public



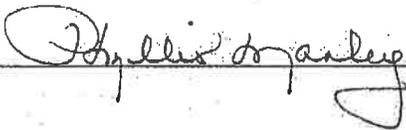
State of California )  
 ) ss.  
County of Riverside )

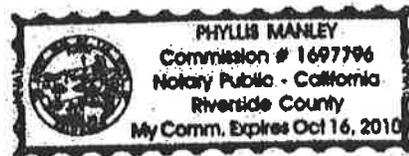
On 2/4/2009 before me, **Phyllis Manley**, Notary Public, personally appeared **Thomas P. Genovese** who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

  
\_\_\_\_\_



RECORDED REQUESTED BY  
AND WHEN RECORDED MAILED TO:

THE CITY OF LA QUINTA  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: Anthony Moreno

Exempt from Fee--Public Agency  
(Government Code Section 6103)

---

SPACE ABOVE FOR RECORDER'S USE ONLY

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (“Declaration and Agreement”) is made this 18<sup>TH</sup> day of February 2014, by and between AGEDA CAMARGO, an individual (“Declarant”), and the CITY OF LA QUINTA, a municipal corporation (“City”).

**RECITALS**

A. Declarant is the owner of that certain real property located in the City of La Quinta, County of Riverside, State of California with a physical address of 53800 Ave Montezuma, as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”).

B. The City has been pursuing a code enforcement case against Declarant for a garage that was converted into a living area without the required permits. After an administrative effort, the City filed a criminal action against Declarant for violations related to the converted garage. The criminal case was filed in Riverside Indio Court, Indio Division, bearing a case number of INM183280.

C. In lieu of sentencing on the case, Declarant has agreed to the terms and conditions set forth in the Declaration of Covenants, Conditions, and Restrictions dated January 12, 2009, and recorded with the Riverside County Recorder’s Office. Declarant and the City agree that in

exchange for the City's dismissal of the criminal case under the terms set forth herein, Declarant shall comply with each and every provision in this Declaration and Agreement.

D. Section 2 of the Declaration and Agreement required Declarant no later than January 12, 2012, to, *inter alia*, (a) bring the converted garage on the Property into full compliance with all applicable laws, regulations, and standards (b) schedule a City inspection of the garage to verify completion of the work and consent to such inspection, and (c) secure a written approval from the City for the required work.

E. Declarant and the City agree to amend the Declaration and Agreement to provide Declarant until January 13, 2016 to comply with each and every provision of the Declaration and Agreement.

NOW THEREFORE, the Declarant declares, covenants and agrees, by and for itself, its heirs, executors and assigns, and all persons claiming under or through it that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereafter set forth.

#### **TERMS AND CONDITIONS**

1. The deadline stated in section 2, of the Declaration and Agreement shall be extended from January 13, 2014 to January 13, 2016.

2. Except as expressly modified herein, each and every provision of the Declaration and Agreement shall remain in full force and effect.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS THEREOF, the undersigned have executed this Declaration and Agreement as of the date first written above.

“Declarant”

---

AGEDA CAMARGO

“City”

---

CITY OF LA QUINTA

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

---

Noam Duzman  
Deputy City Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 20 in Block 196 of Santa Carmelita at Vale La Quinta Unit No. 19, as shown by Map on file in Book 19, pages 33 and 34 of Maps, Riverside County Records;

EXHIBIT "B"  
RESIDENTIAL SAFETY INSPECTION CORRECTION LIST  
[INTENTIONALLY LEFT BLANK – SEE ATTACHED LIST]

State of California  
County of Orange

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Noam Duzman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal) \_\_\_\_\_

State of California  
County of Orange

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared Ageda Camargo, who proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal) \_\_\_\_\_

