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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 CITY OF SANTA ROSA, and)
 LA ESPLANADA UNIT 1 OWNERS')
 ASSOCIATION,)
 Defendants.)

Case No. CV-11-5641 SBA

CONSENT ORDER

CONSENT ORDER

1. The United States initiated this action on November 21, 2011 against the City of Santa Rosa ("City") under 42 U.S.C. §3614(a) and La Esplanada Unit 1 Owners' Association ("HOA") under 42 U.S.C. §§ 3612(o) and 3614(a). In its complaint, the United States alleges that the Defendants violated the Fair Housing Act, Title VIII of the Civil Rights Act of 1988, 42 U.S.C. §§ 3601 *et seq.* ("FHA"), on the basis of familial status by enforcing a 55-and-over age restriction against La Promenade Villas, LLC ("LPV") and Vladimir Abramov. In particular, the United States alleges that the Defendants violated the FHA by requiring that LPV and Vladimir Abramov stop leasing units to tenants under the age of 55 including families with children.

2. The United States alleges that the Defendants' actions described in the Complaint constituted: a refusal to sell or rent after the making of a bona fide offer, or to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of familial status in violation of 42 U.S.C. § 3604(a); discrimination in the terms, conditions, or

1 privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection
2 therewith because of familial status in violation of 42 U.S.C. § 3604(b); the making, printing, or
3 publishing, or causing to be made, printed, or published any notice, statement, or advertisement
4 with respect to the sale or rental of a dwelling that indicates any preference, limitation, or
5 discrimination based on familial status in violation of 42 U.S.C. § 3604(c); a representation to
6 any person because of familial status that any dwelling is not available for inspection, sale, or
7 rental when such dwelling is in fact so available in violation of 42 U.S.C. § 3604(d); and, the
8 coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment
9 of, or on account of his having aided or encouraged any other person in the exercise or
10 enjoyment of, any right granted or protected by section 804 of the Fair Housing Act in violation
11 of 42 U.S.C. § 3617.

12 3. The United States further alleges that the conduct of the Defendants described in
13 the Complaint constitutes a pattern or practice of resistance to the full enjoyment of any of the
14 rights granted by the FHA or a denial to a group of persons of rights granted by the FHA, which
15 raises an issue of general public importance, in violation of 42 U.S.C. § 3614(a).

16 4. The parties desire to avoid costly and protracted litigation and agree that the
17 claims against the Defendants should be settled and resolved without the necessity of a trial. By
18 entering into this Consent Order, the Defendants do not admit to any violation of the Fair
19 Housing Act, 42 U.S.C. §3601, *et seq.*, or any other violation at law or equity, and this Consent
20 Order shall not constitute an admission of any wrongdoing by the Defendants.

21 5. The parties agree that the following terms shall have the meaning set forth herein
22 for purposes of this Consent Order:

23 a. "Phase I property" means a condominium development named "La Esplanada,"
24 consisting of thirty-six (36) units in three buildings located at 1501 La Esplanada Place; 1591 La
25 Esplanada Place; and 1611 La Esplanada Place and Common Lot 1 as shown on the subdivision
26 map entitled "La Esplanada Unit I" in Book 634 of Maps, pages 7-13, Sonoma County Records,
27 and attached hereto as Exhibit 1.

1 b. "Phase II property" means a housing development named "La Promenade
2 Villas" consisting of 84 units located at 1511 La Esplanada Place; 1531 La Esplanada Place;
3 1541 La Esplanada Place; 1551 La Esplanada Place; 1561 La Esplanada Place; 1571 La
4 Esplanada Place; 1581 La Esplanada Place and Common Area Lot 2 as shown on the
5 subdivision map entitled "La Esplanada Unit 2" in Book 686 of Maps, pages 20-26, Sonoma
6 County Records, and attached hereto as Exhibit 2.

7 c. "Subject Property" refers to Phase I and Phase II together.

8 d. "HOPA community" means a dwelling or group of dwelling units governed by a
9 common set of rules, regulations, or restrictions, including a municipally zoned area, that is in
10 compliance with the Housing for Older Persons Act ("HOPA"), 42 U.S.C. §3607(b)(2)(C), and
11 the implementing regulations of the United States Department of Housing and Urban
12 Development ("HUD"), 24 C.F.R. §§ 100.305-100.307.

13 6. The HOA's representatives and LPV have determined and agree that they shall
14 endeavor to have all age restrictions removed from the Subject Property.

15 7. The parties agree to the entry of this Consent Order as indicated by the signatures
16 below.

17 Therefore, it is **ORDERED, ADJUDGED and DECREED** as follows:

18 **I. Factual Stipulations**

19 8. The parties agree to the following facts:

20 a. The City of Santa Rosa is a municipality in Sonoma County, California, and is
21 responsible for enacting and enforcing zoning and land use laws within its jurisdiction.

22 b. La Esplanada Unit 1 Owners' Association is a homeowners' association that
23 adopts and enforces compliance with rules, including restrictive covenants, governing a
24 condominium development called "La Esplanada" located in Santa Rosa, California.

25 c. On June 3, 1999, a real estate developer, La Esplanada, Inc., applied to the City to
26 rezone a 5-acre parcel of land located at 275 Colgan Avenue in Santa Rosa for the purpose of
27 building a 120-unit condominium development exclusively for seniors. In response, on April 4,
28

1 2000, the City enacted Ordinance No. 3470, which changed the classification of the property at
2 issue from a “multi-family residential district” (“R-3-20”) to “multi-family residential planned
3 development” (“R-3-PD”). Ordinance No. 3470 specified, among other things, that this
4 designation authorizes “Multifamily Senior Residential Land Use in conformance with the City’s
5 Density Bonus Ordinance and the Land Use Element of the City’s General Plan which designates
6 the site for Medium Density Land Use.”

7 d. The 120-unit condominium development was built in two phases. Phase I
8 consists of three buildings with a total of 36 units. Phase II consists of seven buildings with a
9 total of 84 units.

10 e. In March 2003, a homeowners’ association, La Esplanada Unit 1 Owners’
11 Association (Defendant “HOA”), was incorporated with regard to Phase I.

12 f. On March 10, 2003, a document entitled “Declaration of Covenants, Conditions
13 and Restrictions of La Esplanada Unit 1-A Condominium” (“CC&Rs”) was filed in the Sonoma
14 County Recorder’s Office that restricted the occupancy of all 36 Phase I units to persons 55 years
15 of age and older.

16 g. On April 11, 2004, the CC&Rs were amended by reducing the minimum age
17 requirement for residents from 55 to 40 years, which amendment was recorded with the Sonoma
18 County Recorder’s Office on November 9, 2004.

19 h. By December 2005, all 36 Phase I units had been sold.

20 i. In December 2005, La Promenade Villas, LLC (“LPV”), through its
21 representative, Vladimir Abramov, bought the land for constructing the Phase II units. On
22 March 23, 2006, the HOA rescinded the November 9, 2004 amendment and reinstated the
23 original 55-and-over age restriction for the Phase I units. On January 31, 2007, LPV filed
24 “Declarations of Annexation” purporting to subject Phase II units to the HOA’s CC&Rs. In July
25 2007, LPV completed construction of the Phase II units.

1 j. In July 2008, LPV started to rent units to tenants of all ages, some of whom
2 included families with children under the age of 18 years, after it reports to have discovered that
3 persons of all ages were living in Phase I.

4 k. On or about December 11, 2008, the HOA sent a “Notice of Violation of CC&Rs”
5 to LPV demanding that LPV comply with the CC&Rs “so that at least one resident in each unit
6 owned by LPV be 55 years of age or older.” The HOA’s Notice provided that it “understands
7 that LPV will have to give proper notice of lease termination to tenants who do not meet the age
8 restriction of the Declaration.” The HOA demanded that LPV bring its units into compliance
9 within sixty days of the letter, and stated that if LPV did not do so, the HOA may proceed with
10 disciplinary action against it.

11 l. On January 22, 2009, the City issued a “Notice of Complaint” to LPV stating that
12 the City had received a complaint that LPV was renting units to tenants who were not 55 years of
13 age or older.

14 m. On July 7, 2009, the City stated that LPV should stop leasing to persons who
15 were not 55 years of age or older; should disclose information regarding the tenants who were
16 not 55 years of age or older so that the City could evaluate a reasonable vacation process; and
17 that if LPV failed to comply, the City would regard such conduct to be “a continuing code
18 violation” and “take the appropriate response.”

19 n. Prior to and at the time of its enforcement action, the City’s zoning Ordinance and
20 Policy Statement upon which it relied for its enforcement action specified that the development
21 was for seniors but had no specific age restriction governing the Subject Property.

22 o. At the time of their enforcement actions against LPV, the Defendants had no
23 HOPA-compliant procedures or policies for conducting age verifications with regard to the
24 occupants in the Subject Property and had not conducted any age verification surveys.

25 p. At the time the City and the HOA began enforcement actions against LPV,
26 families with children were living in the Phase II units and continued to live there as of the date
27
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1 of the filing of the United States' Complaint. Some families have month to month leases and
2 others have lease terms that have not yet expired.

3 **II. Procedural History**

4 9. On September 16, 2009, Vladimir Abramov filed a timely complaint with HUD
5 against the City and the HOA pursuant to the FHA alleging familial status discrimination.
6 Subsequently, the administrative complaint was amended to include LPV as an additional
7 complainant.

8 10. Pursuant to 42 U.S.C. §§ 3610(a) and (b), the Secretary of HUD conducted an
9 investigation, attempted conciliation, and prepared a final investigative report. Pursuant to 42
10 U.S.C. § 3610(g)(1), the Secretary determined that reasonable cause existed to believe that
11 illegal discriminatory housing practices had occurred. On September 1, 2011, the Secretary
12 issued a Charge of Discrimination, pursuant to 42 U.S.C. §§ 3610(g)(2)(A), charging the
13 Defendants with engaging in discriminatory practices in violation of the FHA.

14 11. The Defendants timely elected to have the claims asserted in HUD's Charge of
15 Discrimination resolved in a civil action in federal district court pursuant to 42 U.S.C. §3612(a).

16 12. On September 20, 2011, HUD's Office of Administrative Law Judges issued a
17 Notice of Election and authorized the Attorney General to commence a civil action pursuant to
18 42 U.S.C. § 3612(o). On November 21, 2011, the United States filed this action.

19 **III. General Injunction**

20 13. Each Defendant, its agents, employees, successors, and all persons in active
21 concert or participation with it, is hereby enjoined from:

22 a. refusing to sell or rent after the making of a bona fide offer, or to negotiate for the
23 sale or rental of, or otherwise making unavailable or denying, a dwelling to any person because
24 of familial status under 42 U.S.C. § 3604(a);

25 b. discriminating in the terms, conditions, or privileges of sale or rental of a
26 dwelling, or in the provision of services or facilities in connection therewith, on the basis of
27 familial status under 42 U.S.C. § 3604(b);

1 c. making, printing, or publishing, or causing to be made, printed, or published any
2 notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates
3 any preference, limitation, or discrimination based on familial status, or an intention to make any
4 such preference, limitation, or discrimination under 42 U.S.C. § 3604(c);

5 d. representing to any person because of familial status that a dwelling is not
6 available for inspection, sale, or rental when such dwelling is in fact so available under 42 U.S.C.
7 § 3604(d); and,

8 e. coercing, intimidating, threatening, or interfering with any person in the exercise
9 or enjoyment of, or on account of his having aided or encouraged any other person in the
10 exercise or enjoyment of, any right granted or protected by the familial status provisions of
11 Section 3604 of the Fair Housing Act under 42 U.S.C § 3617.

12 14. Each Defendant, its agents, employees, successors, and all persons in active
13 concert or participation with it, is hereby enjoined from applying or enforcing a 55-and-over age
14 restriction at any property, including the Subject Property, unless and until it has complied with
15 the Housing for Older Persons Act (“HOPA”), 42 U.S.C. § 3607(b)(2)(C), HUD’s implementing
16 regulations, 24 C.F.R. §§ 100.305-100.307, and paragraphs 18-26 of this Consent Order with
17 respect to the property at which it seeks to apply or enforce an age restriction.

18 **IV. The Subject Property**

19 15. The City shall ensure its regulation of the Subject Property complies with HOPA
20 and the provisions of this Consent Order. Within one hundred and eighty (180) days of the date
21 of entry of this Consent Order, Ordinance No. 3470 shall be brought into compliance with
22 HOPA by addressing those portions that purport to limit the Subject Property to senior and age-
23 restricted housing. Such compliance shall be achieved in a manner consistent with local
24 ordinances and procedures. The City shall be solely responsible for all costs and expenses
25 associated with any rezoning actions related to the Subject Property, which the City estimates to
26 be approximately twelve thousand five hundred dollars (\$12,500), and which represents a waiver
27 of the costs that applicants such as LPV would have otherwise incurred to seek a rescission
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1 and/or rezoning of the senior restriction for the Subject Property through the City's procedures.
2 The City shall notify the United States of all zoning and compliance actions relating to the
3 Subject Property consistent with the reporting requirements in this Consent Order.

4 16. By one hundred and eighty (180) days after the date of entry of this Consent
5 Order, the HOA shall operate the Subject Property as either: (a) a non-age restricted community,
6 having rescinded the 55-and-over age restriction from its CC&Rs and other HOA-related
7 publications; or (b) an age-restricted community for persons 55 years of age or older, having
8 complied with the requirements in paragraphs 18-21 below.¹

9 17. If the HOA elects after either a vote of its membership in accordance with
10 California Civil Code § 1363.03, or by judicial action in accordance with California Civil Code
11 § 1356, to operate the Subject Property as a non-age restricted community, the HOA shall notify
12 the United States of its election and shall produce all documents reflecting the rescission of the
13 55-and-over age restriction from the CC&Rs and other HOA-related publications consistent with
14 the reporting requirements in this Consent Order.

15 18. If the HOA elects to operate the Subject Property as "housing for older persons,"
16 restricting occupancy to persons who are 55 years of age or older, the HOA shall notify the
17 United States of its intention to do so by submitting all relevant documents supporting its claim
18 that it meets the "housing for older persons" exemption, 42 U.S.C. § 3607(b), 24 C.F.R. §§
19 100.305-100.307, including appropriate documentation that at least 80% of the property's
20 occupied units are occupied by at least one person who is 55 years of age or older and that the
21 HOA otherwise meets the requirements set forth in this subsection. Within sixty (60) days of
22 receipt of such documents, the United States shall notify the HOA whether it: (a) may be
23 excused from paragraph 13 of this Consent Order, or (b) may not be so excused because the
24 information provided does not support such a determination. The United States may also request
25 additional or clarifying information. The HOA shall remain subject to all provisions of this
26

27 ¹ In the event that there is a legal separation of Phase I from Phase II, the term "Phase I" shall be
28 substituted for the term "Subject Property" in paragraphs 16-19 of this Consent Order.

1 Consent Order unless and until the United States provides written confirmation that the HOA is
2 excused, or the Court, upon application of the HOA, rules that the HOA is excused.

3 19. In order to satisfy the requirements under the Housing for Older Persons Act
4 (“HOPA”), 42 U.S.C. § 3607(b)(2)(C), and HUD’s implementing regulations, 24 C.F.R. §§
5 100.305-100.307, the HOA must demonstrate its intent that the Subject Property be intended and
6 operated for occupancy by persons 55 years of age and older; and (i) have at least 80 percent of
7 the occupied units occupied by at least one person who is 55 years of age or older; (ii) publish
8 and adhere to policies and procedures that demonstrate the intent to provide housing for persons
9 55 years of age or older in the Subject Property; and, (iii) comply with rules issued by the
10 Secretary of HUD for verification of occupancy for the Subject Property, which include
11 verifications by reliable surveys and affidavits as set forth in 24 C.F.R. §§100.305-100.307.

12 20. In addition to the requirements in paragraphs 18 and 19 above, the HOA must
13 satisfy the following conditions in order to be excused from paragraph 13 of this Consent Order:

14 a. if the HOA is seeking to operate only the Phase I property as a HOPA
15 community, it must: (i) notify the owner of Phase II of its intention to operate the Phase I
16 property as a separate legal entity and request that the owner of Phase II de-annex and cooperate
17 with Phase I to achieve a legal separation; and (ii) verify to the United States that legal
18 separation has been achieved through de-annexation and/or compliance with all other state and
19 local laws and that the Phase I property is being maintained separate from the Phase II property
20 as a distinct “housing facility or community,” defined in 24 CFR § 100.304(b) to be “any
21 dwelling or group of dwelling units governed by a common set of rules, regulations, or
22 restrictions;” and,

23 b. be prepared to instruct current and prospective sellers and/or lessors that, in their
24 advertising of units for sale or rental, they must indicate that such units are intended to be
25 occupied by at least one person 55 years of age or older.

26 21. The HOA shall not discriminate against families with children in order to achieve
27 80 percent occupancy by persons 55 years of age or older. In seeking to reach the 80 percent
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1 threshold, the HOA shall not, among other things, reserve unoccupied units for persons 55 years
2 of age or older, advertise itself as housing for older persons, evict families with children, deny
3 families with children an opportunity to occupy vacant units, discourage families with children
4 from occupying units, or otherwise discriminate against families with children in the terms,
5 conditions, or privileges of rental or sale of a unit.

6 **V. The City's Obligations under HOPA**

7 22. When the City exercises its zoning authority to permit or require a developer or
8 property owner to develop or operate a senior housing development, the City shall satisfy the
9 requirements under HOPA, 42 U.S.C. §3607(b)(2)(C), and HUD's implementing regulations in
10 24 C.F.R. §§100.305-100.307.

11 23. To carry out the requirements in paragraph 22, the City shall, at least: (i) include
12 the 55-and-over age restriction in the applicable zoning ordinance involving a senior housing
13 development and designate the age restriction of the zoned property on its zoning map; (ii)
14 require that developers, owners, homeowners' associations, and other housing communities
15 (hereinafter "communities") submit biennial age verifications consistent with HOPA; and (iii)
16 review and certify that the community has conducted age verification surveys consistent with
17 HOPA.

18 24. To carry out the requirements specified in paragraph 22, within sixty (60) days of
19 the entry of this Consent Order, the City shall designate a City employee and agency to review
20 and certify age verification surveys, and shall notify the United States of such designation.

21 25. The City shall, within sixty (60) days of the entry of this Consent Order, submit to
22 the United States for review and approval an enforceable Rule (which may be in the form of a
23 proposed ordinance) meeting the requirements set forth in paragraphs 22 and 23 above. The City
24 shall specify in the Rule that communities that fail to comply with its terms shall be subject to
25 enforcement actions under the City's municipal code. The City shall implement the Rule within
26 ninety (90) days of receiving its approval from the United States.

1 has provided a copy of this Order substantially in the form of Exhibit 3. The HOA shall secure a
2 signed statement from each stating that he or she has received and read the Order, had the
3 opportunity to have questions about the Order answered, and that he or she has agreed to abide
4 by its terms. The officer and manager's statement shall be substantially in the form of Exhibit 4.

5 31. Within ninety (90) days from the date of entry of this Consent Order, the HOA's
6 officers, agents and employees shall undergo in-person training on the Fair Housing Act, with
7 specific emphasis on discrimination on the basis of familial status and the requirements of the
8 HOPA exemption. The training shall be conducted by an independent, qualified third party,
9 approved in advance by the United States, and any expenses associated with this training shall be
10 borne by the HOA. The HOA shall obtain certifications of attendance, executed by each
11 individual who received the training, confirming their attendance, in a form attached hereto as
12 Exhibit 5. This certification shall include the name of the course, the date the course was taken,
13 and the length of the course and/or time within which the course was completed.

14 32. During the term of this Consent Order, the HOA must conduct training once every
15 two years and mandate the attendance of any new directors, employees and agents who have not
16 previously attended a training conducted pursuant to this Consent Order. The HOA shall provide
17 executed certifications to the United States in a form attached hereto as Exhibit 5.

18 33. Within forty-five (45) days of the entry of this Consent Order, the City shall
19 provide a copy of this Order to all employees and agents responsible for enacting, applying, and
20 enforcing zoning and land use requirements. These include, among others, the City's
21 Department of Community Development planning and code enforcement staff, the City's
22 Housing Authority staff, and the City Attorney's office (each a "Responsible Employee" and
23 hereinafter referred to as "Responsible Employees"). The City shall submit to the United States
24 that it has provided a copy of this Consent Order to the Responsible Employees, that it has
25 provided these persons with an opportunity to ask questions, and that it has informed these
26 persons that they must abide by the terms of this Order. The Responsible Employees shall sign a

1 statement in the form of Exhibit 4, acknowledging that they have received and reviewed this
2 Order and that they agree to abide by the terms of this Order.

3 34. During the term of this Order, within thirty (30) days after the hiring of any
4 employee within the category of a Responsible Employee, as set forth above, the City shall
5 provide a copy of this Consent Order to said person and secure a signed statement in the form of
6 Exhibit 4 stating that he or she has received and read the Order, had the opportunity to have
7 questions about the Order answered, and that he or she has agreed to abide by the terms of this
8 Order.

9 35. Within one hundred twenty (120) days from the date of entry of this Order, the
10 Responsible Employees shall undergo in-person training on the Fair Housing Act, with specific
11 emphasis on discrimination on the basis of familial status and the requirements of the HOPA
12 exemption. The training shall be conducted by an independent, qualified third party, approved in
13 advance by the United States, which approval shall not be unreasonably withheld, and any
14 expenses associated with this training shall be borne by the City. The City shall obtain
15 certifications of attendance, executed by each individual who received the training, confirming
16 their attendance, in a form attached as Exhibit 5. This certification shall include the name of the
17 course, the date the course was taken, and the length of the course and/or time within which the
18 course was completed.

19 36. During the term of this Consent Order, the City must conduct training once every
20 two years and mandate the attendance of any new Responsible Employees who have not
21 previously attended a training conducted pursuant to this Consent Order. The City shall produce
22 such certifications to the United States on the form attached hereto as Exhibit 5 after such
23 training is completed.

24 **VII. Reporting and Record-Keeping Requirements**

25 37. Each Defendant shall prepare four Compliance Reports (“Reports”) during the
26 term of this Consent Order. The Reports shall detail the actions each Defendant has taken to

1 fulfill its obligations under this Consent Order and include supporting documentation expressly
2 required by this Consent Order. Each Defendant shall deliver the Reports to counsel for the
3 United States.² Each Defendant shall submit the Reports consistent with the following schedule:
4 the first Report is due six months after the entry of this Consent Order; the second Report is due
5 twelve months after the entry of this Consent Order; the third Report is due twenty-four (24)
6 months after the entry of this Consent Order; and the fourth Report is due sixty (60) days prior to
7 the date upon which the Consent Order is scheduled to expire.

8 38. As to the HOA, the Reports shall contain information about the HOA's
9 compliance efforts during the preceding reporting period, including, but not limited to:

10 a. copies of all acknowledgements signed by the HOA, its agents and employees,
11 and all certifications of attendance of each participant in mandatory trainings pursuant to
12 paragraphs 28-32 of this Consent Order;

13 b. copies of documents evidencing the election to become an all-age community
14 including the rescission of the 55-and-over age restriction from the CC&Rs pursuant to
15 paragraph 17 of this Consent Order;

16 c. copies of any documents required by 42 U.S.C. § 3607(b), 24 C.F.R. §§100.305-
17 307 and paragraphs 18-21 of this Consent Order to prove that the HOA meets the exemption for
18 "housing for older persons," if it has elected to operate as a HOPA community;

19 d. copies of any written complaints and a description of any oral complaints of
20 housing discrimination based on familial status made against the HOA over the term of this
21 Consent Order, including: the date of such complaint; the basis of the complaint; steps taken by
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24 ² The Reports and all required certifications and documentation of compliance with the terms of
25 this Consent Order shall be submitted to: Chief, Housing and Civil Enforcement Section, Civil Rights
26 Division, United States Department of Justice, 950 Pennsylvania Ave., NW-NWB, Washington, D.C.
20530. Attn: DJ No. 175-11-353, or as otherwise directed by the United States.

1 the HOA to resolve the complaint; and the terms of any resolution, or reasons the complaint is
2 not resolved; and

3 e. copies of all documents evidencing a legal separation between Phase I and Phase
4 II.

5 39. As to the City, the Reports shall contain information about the City's compliance
6 efforts during the preceding reporting period, including, but not limited to:

7 a. the status and a copy of the zoning changes, rescissions, and/or other compliance
8 actions governing the Subject Property pursuant to paragraph 15 of this Consent Order;

9 b. copies of ordinances, agreements with HOPA communities, and age verifications
10 for such HOPA communities, if any, pursuant to paragraphs 22 and 23 of this Consent Order;

11 c. the name and address of the person and agency designated pursuant to paragraph
12 24 of this Consent Order;

13 d. the status of the implementation of the Rule, and a copy thereof, identified in
14 paragraph 25 of this Consent Order;

15 e. copies of all acknowledgements signed by Responsible Employees, and all
16 certifications of attendance of each participant in mandatory trainings pursuant to paragraphs 33-
17 36 of this Consent Order; and

18 f. copies of any written complaints and a description of any oral complaints of
19 housing discrimination based on familial status made against the City over the term of this
20 Consent Order, including: the date of such complaint; the basis of the complaint; steps taken by
21 the City to resolve the complaint; and the terms of any resolution, or reasons the complaint is not
22 resolved.

23 40. For the duration of this Consent Order, the Defendants shall maintain all records
24 relating to implementation of and compliance with all provisions of this Consent Order. With
25 regard to the City, this obligation includes all records related to zoning matters in which the City
26 has used its zoning authority to permit or require senior housing for persons 55 years of age or

1 older. The United States shall have the opportunity to inspect and copy any records maintained
2 as required by and relevant to this Consent Order after giving reasonable notice to Defendants.

3 **VIII. Compensation and Waiver of Costs to Aggrieved Persons**

4 41. As set forth in paragraph 15 above, the City shall waive the costs and expenses
5 associated with any rezoning and/or compliance actions related to the Subject Property in an
6 amount that the City estimates to be twelve thousand five hundred dollars (\$12,500).

7 42. Aggrieved persons, LPV and Vladimir Abramov, shall execute a release to the
8 City in substantially the form of Exhibit 6 and deliver it to the United States within thirty (30)
9 days after the City completes the action required in paragraph 15. Counsel for the United States
10 shall deliver the original, signed release to counsel for the City within twenty (20) days after
11 receipt.³

12 43. The HOA shall compensate the aggrieved persons, LPV and Vladimir Abramov,
13 by granting them a set-off in the amount of forty-four thousand dollars (\$44,000.00) in
14 connection with any assessments, fees, expenses, or other costs that the HOA has alleged it is
15 owed in a state court case captioned, *HOA et. al. v. LPV, et.al*, SCV-251158, filed in the Superior
16 Court of California, County of Sonoma.⁴ The HOA shall verify to the United States the grant of
17 such set-off within fifteen (15) days of the execution thereof. LPV and Vladimir Abramov shall
18 execute a release in substantially the same form as Exhibit 7 and deliver such release to the
19 United States within fifteen (15) days of the entry of this Consent Order. Within twenty (20)
20 days after the HOA provides adequate verification that LPV and Vladimir Abramov have
21 received the benefit of the set-off, which verification is subject to the United States' approval,
22 counsel for the United States shall deliver the original, signed release to counsel for the HOA.

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25 ³ The City and the HOA have separately agreed to execute mutual releases.

26 ⁴ The aggrieved persons have consulted counsel representing them in the state court case with
regard to the compensation referenced in paragraph 43.

1 49. The Court shall retain jurisdiction for the duration of this Consent Order to
2 enforce the terms of the Order, after which time the case shall be dismissed with prejudice.

3 50. All parties shall be responsible for their own attorney's fees and court costs
4 incurred in this federal court action.

5 **XI. Remedies for Non-Compliance, Time for Performance, and Modifications**

6 51. The United States may move the Court to extend the period in which this Consent
7 Order is in effect if the Defendants violate one or more terms of the Order or if the interests of
8 justice otherwise require an extension of the terms of the Order. If the zoning changes,
9 rescission, and/or other compliance actions with HOPA do not occur as related to the Subject
10 Property, the United States shall have the right to bring either an enforcement action to enforce
11 the terms of this Consent Order or the right to re-initiate this lawsuit against the City.

12 52. Any time limits for performance imposed by this Consent Order may be extended
13 by mutual written agreement of the parties.

14 53. The parties to this Consent Order shall endeavor in good faith to resolve
15 informally any differences regarding interpretation of and compliance with this Order prior to
16 bringing such matters to the Court for resolution. However, in the event the United States
17 contends that there has been a failure by any Defendant to perform in a timely manner any act
18 required by this Order or otherwise to comply with any provision thereof, the United States may
19 move this Court to impose any remedy authorized by law or equity.

20 54. The parties agree that, as of the date of entry of this Consent Order, litigation is
21 not "reasonably foreseeable" concerning the matters described in paragraph 2. To the extent that
22 any party previously implemented a litigation hold to preserve documents, electronically stored
23 information or things related to matters described in paragraph 2, the party is no longer required
24 to maintain such a litigation hold. Nothing in this paragraph relieves Defendants of their
25 obligations to comply with the terms of this Consent Order, including the reporting requirements
26 set forth in paragraphs 37-39, and the document retention provision in paragraph 40.

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IT IS SO ORDERED:

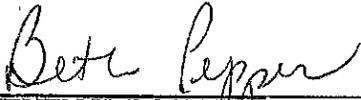
This ___ day of _____, 2012.

The Honorable Judge Sandra Brown Armstrong
United States District Judge

1 By their signatures below, the parties consent to the entry of this Consent Order.

2 **For the United States:**

3 THOMAS E. PEREZ
4 Assistant Attorney General
5 Civil Rights Division

6 

Date: 7-25-2012

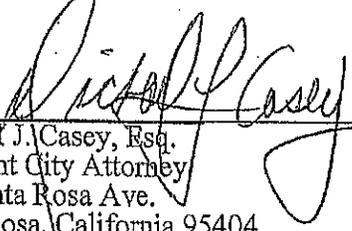
7 STEVEN H. ROSENBAUM
8 Chief, Housing and Civil
9 R. TAMAR HAGLER
10 Deputy Chief
11 BETH PEPPER
12 Trial Attorney
13 Housing and Civil Enforcement Section
14 Civil Rights Division
15 U.S. Department of Justice
16 950 Pennsylvania Ave., N.W.
17 Washington, D.C. 20530
18 Phone: (202) 305-0916
19 Fax: (202) 514-1116
20 E-mail: Beth.Pepper@usdoj.gov

21 

Date: 7-25-12

22 ILA C. DEISS
23 Assistant United States Attorney
24 U.S. Department of Justice
25 United States Attorney's Office
26 Northern District of California
27 450 Golden Gate Avenue, Box 36055
28 San Francisco, California 94102
Phone: (415) 436-7124
Fax: (415) 436-7169
Email: ila.deiss@usdoj.gov

21 **For Defendant**
22 **City of Santa Rosa:**

23 

Date: 7.25.12

24 Michael J. Casey, Esq.
25 Assistant City Attorney
26 100 Santa Rosa Ave.
27 Santa Rosa, California 95404
28 (707) 543-3040
MCasey@srcity.org

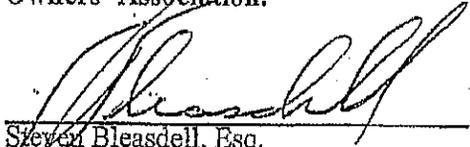
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Date: 7/25/12

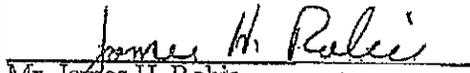
Mayor Ernesto Olivares
100 Santa Rosa Ave.
Santa Rosa, California 95404
(707) 543-3010

For Defendant
La Esplanada Unit 1
Owners' Association:



Date: 7/25/12

Steven Bleasdel, Esq.
Beyers Costin
200 Fourth Street
Santa Rosa, California 95402
(707) 547-2000
sbleasdel@beyerscostin.com



Date: 7-24-12

Mr. James H. Robie
President of the HOA
La Esplanada Unit 1 Owners' Association
c/o A Superior Management Company
131A Stony Circle Ste. 500
Santa Rosa, CA 95401



Date: 7-24-12

Tamara Blass
Secretary of the HOA
La Esplanada Unit 1 Owners' Association
c/o A Superior Management Company
131A Stony Circle Ste. 500
Santa Rosa, CA 95401

Index of Exhibits

- 1
- 2 Exhibit 1- Description of Phase I Property
- 3 Exhibit 2- Description of Phase II Property
- 4 Exhibit 3- HOA verification
- 5 Exhibit 4- Employee Acknowledgement
- 6 Exhibit 5- Employee Training Certificate
- 7 Exhibit 6- Release between the City and Aggrieved Persons
- 8 Exhibit 7- Release between the HOA and Aggrieved Persons

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Exhibit 1- Description and Map of the Phase I Property

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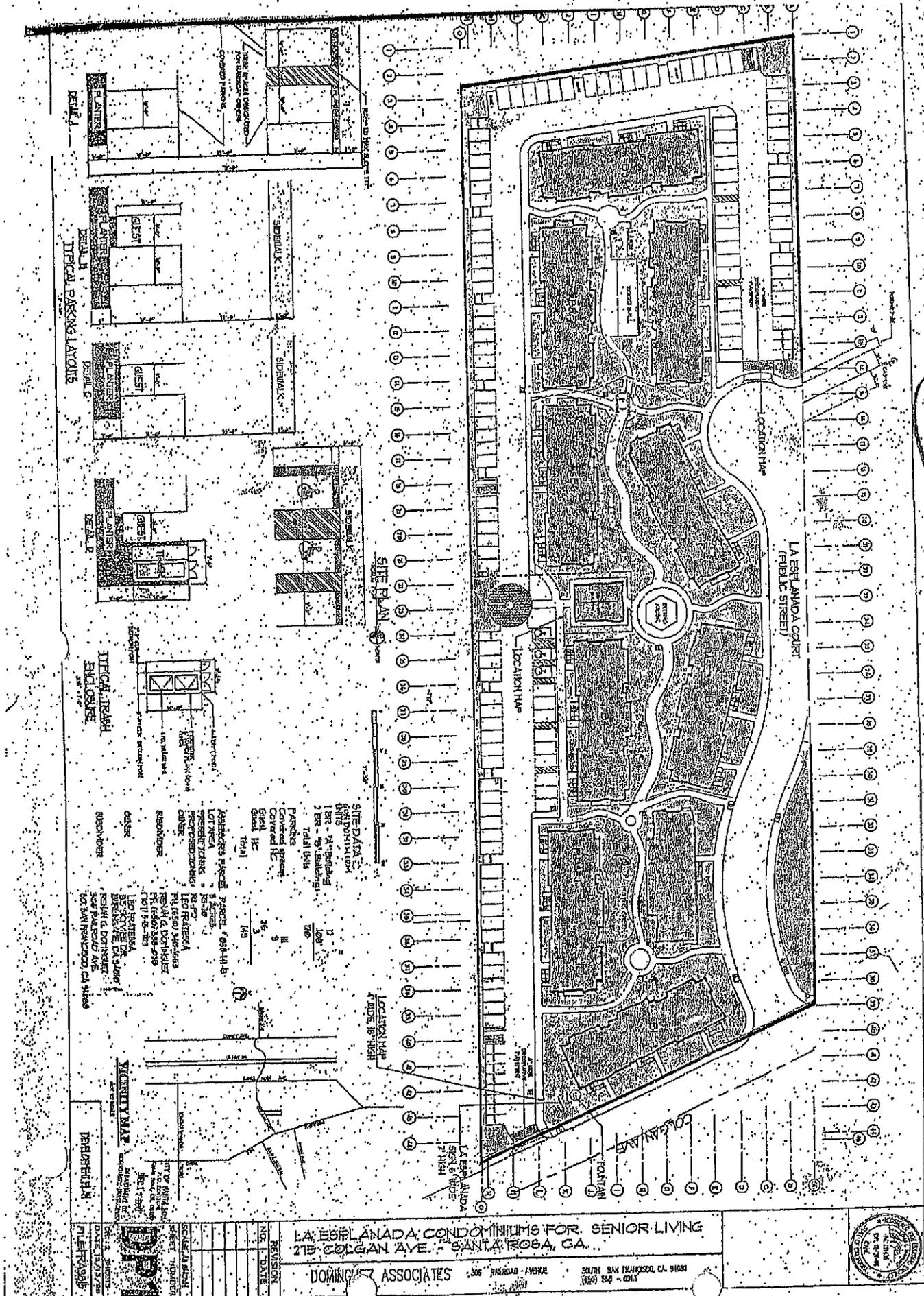
Unit 1 Description

All that certain real Property situated in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

Parcel 1: Lot 1 as shown on the Map entitled "La Esplanada Unit 1 – a Condominium", filed for the record May 20, 2002, in Book 634 of Maps at Pages 7-13, Sonoma County Records.

Parcel 2: Units 1 through 36 as shown on the Map (and Condominium Plan) entitled "La Esplanada Unit 1 – a Condominium", filed for the record May 20, 2002, in Book 634 of Maps at Pages 7-13, Sonoma County Records.

499



SITE DATA
 (SEE POSITIONING)
 1 BR - 74' x 100' x 100'
 2 BR - 70' x 100' x 100'
 Total Units: 100

REVISIONS

NO.	DATE	DESCRIPTION
1	1/15	PRELIMINARY
2	2/15	REVISED
3	3/15	REVISED
4	4/15	REVISED
5	5/15	REVISED
6	6/15	REVISED
7	7/15	REVISED
8	8/15	REVISED
9	9/15	REVISED
10	10/15	REVISED
11	11/15	REVISED
12	12/15	REVISED
13	1/16	REVISED
14	2/16	REVISED
15	3/16	REVISED
16	4/16	REVISED
17	5/16	REVISED
18	6/16	REVISED
19	7/16	REVISED
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24	12/16	REVISED
25	1/17	REVISED
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33	9/17	REVISED
34	10/17	REVISED
35	11/17	REVISED
36	12/17	REVISED

LA EST PLANADA CONDOMINIUMS FOR SENIOR LIVING
 215 COLGAN AVE. SANTA ROSA, CA.

DOMINICZ ASSOCIATES

306 PARADISE AVENUE
 SOUTH SAN FRANCISCO, CA 94080
 (415) 588-4001

REVISIONS

NO.	DATE	DESCRIPTION
1	1/15	PRELIMINARY
2	2/15	REVISED
3	3/15	REVISED
4	4/15	REVISED
5	5/15	REVISED
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8	8/15	REVISED
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13	1/16	REVISED
14	2/16	REVISED
15	3/16	REVISED
16	4/16	REVISED
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18	6/16	REVISED
19	7/16	REVISED
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23	11/16	REVISED
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25	1/17	REVISED
26	2/17	REVISED
27	3/17	REVISED
28	4/17	REVISED
29	5/17	REVISED
30	6/17	REVISED
31	7/17	REVISED
32	8/17	REVISED
33	9/17	REVISED
34	10/17	REVISED
35	11/17	REVISED
36	12/17	REVISED

Exhibit 2- Description and Map of the Phase II Property

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CITY AUDITOR'S CERTIFICATE

I, RONALD L. BOSWORTH, DIRECTOR OF ADMINISTRATIVE SERVICES IN AND FOR THE CITY OF SANTA ROSA, HAVE HEREBY CERTIFIED THAT THERE ARE NO SPECIAL ASSESSMENTS AGAINST SAID TRACT OF LAND THAT ARE UNPAID EXCEPT FOR SPECIAL ASSESSMENTS ESTIMATED TO TOTAL \$ _____ WHICH CONSTITUTE A LIEN AGAINST THE PROPERTY BUT WHICH ARE NOT YET DUE AND PAYABLE AND CAN OR MAY BE PAID IN FULL.

DATED: _____, 2005.

RONALD L. BOSWORTH
DIRECTOR OF ADMINISTRATIVE SERVICES
CITY OF SANTA ROSA
STATE OF CALIFORNIA

COUNTY TAX COLLECTOR'S CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THIS SUBDIVISION, OR ANY PARTS THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE IS \$ _____ AND \$ _____.

THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL.

DATED: _____, 2005.

TAX COLLECTOR
COUNTY OF SONOMA
STATE OF CALIFORNIA

OWNER'S STATEMENT

I HEREBY CERTIFY THAT LA ESPLANADA INC. IS THE SOLE OWNER OF AND HAS THE RIGHT TITLE, AND INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND IS THE ONLY BODY WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO THE REMAINING LANDS AS SHOWN ON THIS MAP. I HEREBY DEDICATE TO PUBLIC USE, PUBLIC WATER EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT, AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION, INCLUDING ALL PUBLIC FACILITIES AS SHOWN ON CITY ENGINEER DRAWING NUMBER (2005-227).

LA ESPLANADA, INC.
REYAN G. DOMINGUEZ, PRESIDENT

CITY ENGINEER'S CERTIFICATE

I, ANTHONY A. CABRERA, CITY ENGINEER, IN AND FOR THE CITY OF SANTA ROSA, STATE OF CALIFORNIA, HAVE EXAMINED THE MAP OF THIS SUBDIVISION AND FOUND IT TO SUBSTANTIALLY CONFORM TO THE TENTATIVE MAP APPROVED FEBRUARY 24, 2005 AND ANY APPROVED ALTERATIONS THEREOF. THE APPLICABLE CONDITIONS OF THE APPLICABLE ORDINANCES OF THE CITY OF SANTA ROSA, CITY CODE AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT. I HEREBY APPROVE THE SUBDIVISION SHOWN UPON THIS MAP AND ACCEPT, SUBJECT TO IMPROVEMENT FOR PUBLIC USE, PUBLIC WATER EASEMENT AND EMERGENCY VEHICLE ACCESS EASEMENT, AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION, INCLUDING ALL PUBLIC FACILITIES AS SHOWN ON CITY ENGINEER DRAWING NUMBER 2005-227. I HEREBY APPROVE THE CONVEYANCE OF THE PUBLIC TEMPORARY EMERGENCY VEHICLE ACCESS AND TEMPORARY PUBLIC WATER EASEMENT DEDICATED OVER THE REMAINING LANDS OF LA ESPLANADA UNIT 1 AND DESIGNATED AS EASEMENT "E5" ON MAP FILED IN BOOK 634 OF MAPS, PAGES 7 TO 13, SONOMA COUNTY RECORDS IS HEREBY ABANDONED.

ANTHONY A. CABRERA
CITY ENGINEER
CITY OF SANTA ROSA
STATE OF CALIFORNIA

COUNTY CLERK'S CERTIFICATE

I, CERTIFY THAT ALL BONDS, MONEY OR NEGOTIABLE BONDS REQUIRED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT TO SECURE THE PAYMENT OF TAXES AND ASSESSMENTS HAVE BEEN FILED WITH, AND APPROVED BY, THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, NAMELY: BONDS UNDER GOVERNMENT CODE SECTIONS 86493 (A) AND 86493 (C) IN THE SUMS OF \$ _____ AND \$ _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS _____ DAY OF _____, 2005.

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SONOMA
STATE OF CALIFORNIA

NOTARY PUBLIC CERTIFICATE

ON 07/13/2005 BEFORE ME, _____, a Notary Public in and for the State of California, personally appeared REYAN G. DOMINGUEZ, whose name(s) is/are _____, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2005.

REYAN G. DOMINGUEZ, PRESIDENT

MY COMMISSION EXPIRES _____ DATE _____

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2005, AT _____ M. IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AT THE REQUEST OF ANTHONY A. CABRERA, CITY ENGINEER, CITY OF SANTA ROSA.

FEES: \$ _____ SIGNED: _____ COUNTY RECORDER
COUNTY OF SONOMA
STATE OF CALIFORNIA

DOCUMENT NO. _____ BY _____

BEING A SUBDIVISION OF A PORTION OF THE LANDS OF LA ESPLANADA, INC. AS DESCRIBED IN THAT DEED RECORDED UNDER DOCUMENT NUMBER _____ OF THE COUNTY OF SONOMA, COUNTY OF SONOMA, AND MAP ENTITLED LA ESPLANADA UNIT 1 RECORDED UNDER BOOK 634 OF MAPS AT PAGES 7 THROUGH 13, SONOMA COUNTY RECORDS ALL SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SONOMA, CITY OF SANTA ROSA.

84 CONDOMINIUM UNITS - 1 COMMON AREA LOT
APN 0389-280-037
AREA 2.73 ACRES

LA ESPLANADA, INC.
REYAN G. DOMINGUEZ, PRESIDENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON THE SURVEY AND CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF REYAN G. DOMINGUEZ, TERESA J. DOMINGUEZ AND MILLARD W. TONG, ON JULY, 2005. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP FROM THE DATE OF FILING THIS MAP AND THAT SAID DOCUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: April 13, 2005 SIGNED: Reyan G. Dominguez
R.C.E. 11435

REYAN G. DOMINGUEZ
R.C.E. 11435

**SUBDIVISION MAP OF
LA ESPLANADA UNIT 2
A CONDOMINIUM**

DOMINGUEZ ASSOCIATES
2540 MARK WEST SPRINGS RD.
SANTA ROSA, CA 95404

JULY, 2004 SHEET 1 OF 7 SHEETS



TRUSTEE'S STATEMENT

EAST WEST INVESTMENT INC., A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST RECORDED IN BOOK 2002-084628 OFFICIAL RECORDS OF SONOMA COUNTY, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP

BY [Signature] BY TITLE Trustee

NOTARY PUBLIC CERTIFICATE
STATE OF CALIFORNIA
COUNTY OF SONOMA

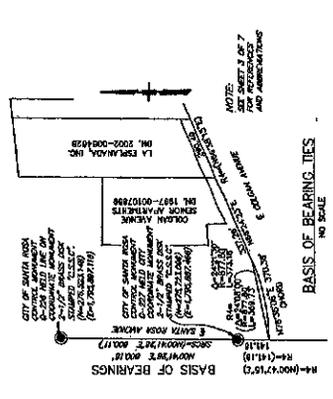
ON April 8, 2013 BEFORE ME Mary
Mary PERSONALLY APPEARED Dominique A. Rodriguez
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTE THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENTS.

WITNESS MY HAND AND NOTARY PUBLIC SEAL
DATE Feb 17, 2013

RECORD TITLE INTEREST NOTE

SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT; THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY

NAME	RECORDED	NATURE OF EASEMENT
CITY OF SANTA ROSA	1989-71476	STORM DRAIN
CITY OF SANTA ROSA	634 MAPS 7-13	PUBLIC WATER EASEMENT
CITY OF SANTA ROSA	634 MAPS 7-13	TEMPORARY EMERGENCY VEHICLE ACCESS AND TEMPORARY PUBLIC WATER EASEMENT
LA ESPLANADA, INC. A CALIFORNIA CORPORATION	634 MAPS 7-13	SANITARY SEWER EASEMENT



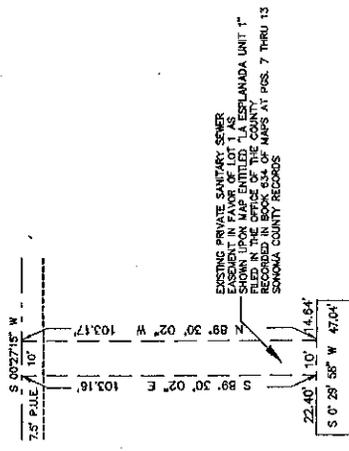
BASIS OF BEARINGS.
BASIS OF BEARINGS: BEING 100° 47' 20\"/>

**SUBDIVISION MAP OF
LA ESPLANADA UNIT 2
A CONDOMINIUM**

BEING A SUBDIVISION OF A PORTION OF THE LANDS OF LA ESPLANADA, INC. AS DESCRIBED IN THAT DEED RECORDED UNDER DOCUMENT NUMBER 2002-084628, OFFICIAL RECORDS OF THE COUNTY OF SONOMA AND FURTHER BEING A RESUBDIVISION OF THE REMAINING LANDS AS SHOWN ON THAT CERTAIN MAP ENTITLED "LA ESPLANADA UNIT 1" RECORDED UNDER BOOK 634, MAPS 7-13, SONOMA COUNTY RECORDS, COUNTY OF SONOMA, CALIFORNIA, CITY OF SANTA ROSA

84 CONDOMINIUM UNITS - 1 COMMON AREA LOT
APN 038-280-037
AREA 2.73 ACRES
DOMINGUEZ ASSOCIATES
2540 MARK WEST SPRINGS RD.
SANTA ROSA, CA. 95404

JULY, 2004 SHEET 2 OF 7 SHEETS



**EXISTING
EASEMENT**
1\"/>

SEE SHT. 3 OF 7 FOR
SUBDIVISION MAP

OWNER'S AND TRUSTEE'S CERTIFICATE

THAT THE RECORD OWNERS OF OR RECORD HOLDERS OF SECURITY INTERESTS IN THE LANDS DESCRIBED IN THIS PLAN CONSISTS OF A DESCRIPTION OR SURVEY MAP OF THE SURFACE OF THE LAND INCLUDED WITHIN THE PROJECT, AND DIAGRAMATIC FLOOR PLANS OF THE BUILDING OR BUILDINGS TO BE BUILT THEREON IN SUPPORT OF DETAIL TO THE MEANING OF SECTION 1531(6) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, AND THAT HE HEREBY CONSENTS TO THE RECORDING OF SAID PLAN AND THAT HE HEREBY CONSENTS TO THE DEDICATION OF COMMON INTEREST AREA, TITLE 6, PART 4, DIVISION 2 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA.

LA ESPLANADA, INC
 RENAN G. DOMINGUEZ 2, PRESIDENT

TRUSTEE
 BY: Renan G. Dominguez TITLE

NOTARY PUBLIC CERTIFICATE
 STATE OF CALIFORNIA
 COUNTY OF SONOMA
 ON July 19, 2012, BEFORE ME, Renan G. Dominguez, PERSONALLY APPEARED Renan G. Dominguez, WHOSE IDENTITY IS AFFIRMED TO ME BY HIS APPEARANCE AND WHOSE SIGNATURE I HAVE VERIFIED TO BE THE SIGNATURE OF THE PERSON(S) WHOSE NAME(S) IS/ARE SET FORTH IN THE INSTRUMENT, AND THAT BY HIS APPEARANCE AND SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/IT HAS/SHAVE/IT HAS/HAVE EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
 SIGNATURE Renan G. Dominguez

NOTARY PUBLIC CERTIFICATE
 STATE OF CALIFORNIA
 COUNTY OF SONOMA
 ON July 19, 2012, BEFORE ME, Mary W. O'Connell, PERSONALLY APPEARED Douglas P. Krause, WHOSE IDENTITY IS AFFIRMED TO ME BY HIS APPEARANCE AND WHOSE SIGNATURE I HAVE VERIFIED TO BE THE SIGNATURE OF THE PERSON(S) WHOSE NAME(S) IS/ARE SET FORTH IN THE INSTRUMENT, AND THAT BY HIS APPEARANCE AND SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/IT HAS/SHAVE/IT HAS/HAVE EXECUTED THE INSTRUMENT.

WITNESS MY HAND
 SIGNATURE Mary W. O'Connell

ENGINEER'S CERTIFICATE
 I, RENAN G. DOMINGUEZ, CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER IN THE STATE OF CALIFORNIA AND THAT THIS PLAN CONSISTS OF 7 SHEETS. THIS PLAN IS BEING FILED AND CHANGED TO THE SURFACE OF THE LAND INCLUDED WITHIN THIS CONDOMINIUM MAP UNDER MY SUPERVISION DURING THE YEAR 2008. I FURTHER CERTIFY THAT THE MONUMENTS AND BENCHMARKS SHOWN ARE OF THE TYPE AND AGE OR WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE REPRODUCED.

FURTHER CERTIFY THAT THE DIAGRAMATIC PLANS OF BUILDINGS IN THE PROJECT ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT, SECTION 1531(6) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA.

REGISTERED CIVIL ENGINEER
 No. 01105
 Exp. 12-31-08
 STATE OF CALIFORNIA

Renan G. Dominguez
 R.C.E. 11435

NOTES AND DESIGNATIONS

1. THE CONDOMINIUM PLAN FOR LA ESPLANADA UNIT 2, A 84 UNIT CONDOMINIUM PROJECT IS A MAP OF A PROJECT AS THE TERM IS DEFINED IN SECTION 1531(1) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND THE SUBDIVISION THEREON IS SUBJECT TO THE DIVISION SECOND OF THE CIVIL CODE OF THE STATE OF CALIFORNIA.
2. THIS PROPERTY IS HEREBY SHOWN INTO SEPARATE UNITS, EACH OF WHICH ARE SEPARATELY SHOWN AND DESIGNATED AS UNITS 1 THROUGH 84. EACH UNIT IS A SPACE ENCLOSED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE BUILDING ENCLOSED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE BUILDING ENCLOSED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE BUILDING SO ENCOMPASSED.
3. IN INTERPRETING DEEDS AND OTHER DOCUMENTS IN CONNECTION WITH THIS SUBDIVISION AND PLAN, THE THEN EXISTING PHYSICAL BOUNDARIES OF A UNIT, WHETHER IN ITS ORIGINAL OR AS MODIFIED BY ANY INSTRUMENT, SHALL BE CONSIDERED AS THE BOUNDARIES THEREOF EXPRESSED IN THE DEED OR PLAN, REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES SHOWN ON THE PLAN OR DEED, AND THOSE OF THE BUILDING.
4. UNITS, EACH OF THE UNITS AS SEPARATELY DESIGNATED ON THE CONDOMINIUM PLAN AS INDICATED IN THE UNFINISHED SURFACES OF THE PERIMETER WALLS, DOORS AND COLUMNS, WINDOWS, WINDOW FRAMES, DOORS AND DOOR FRAMES AND TRIM, OF EACH UNIT, EACH OF SUCH UNITS, SHALL BE CONSIDERED AS PART OF THE COMMON AREA, NOT PART OF THE UNIT, EXCEPT FOR THE FINISHED SURFACES THEREOF, VENT PIPES AND FLUES ARE COMMON AREA. EACH UNIT HAS EXCLUSIVE USE OF INCLUDING, WITHOUT LIMITATION APPLIANCES, HOT WATER HEATERS, SPACE HEATERS, REFRIGERATORS AND LIGHTING FIXTURES WHICH ARE LOCATED WITHIN THE UNIT, INCLUDING THE PARTITIONS OF THE BUILDING SO DESCRIBED AND THE AIRSPACE SO ENCOMPASSED.
5. "COMMON AREA" SHALL MEAN AND REFER TO ALL OF THE LAND, FACILITIES AND IMPROVEMENTS, CONSTRUCTED, THEREON, (EXCEPTING THE INDIVIDUAL CONDOMINIUM UNITS) TITLE TO WHICH IS HELD BY ALL OF THE OWNERS IN COMMON. THE COMMON AREA INCLUDES WITHOUT LIMITATION, BUT NOT LIMITED TO, THE PERIMETER WALLS, DOORS AND COLUMNS, WINDOWS, DOOR AND WINDOW FRAMES, TRUSS, BEARING WALLS, COLUMNS, ORDERS, CEILING JOISTS, SUBFLOORS, AND STAIRWELLS, TRUSSES, BEARING WALLS, COLUMNS, ORDERS, CEILING JOISTS, SUBFLOORS, CHUTES, CONDUIITS, PIPES, PLUMBING, WELDS AND OTHER UTILITY INSTALLATIONS (EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN A UNIT), (AND EXCEPTING UTILITY INSTALLATION, WATER, SEWERAGE, DRAINAGE, EXTERIOR SPRINKLERS AND SMOKELESS PIPES AND CENTRAL TELEVISION ANTENNA OR CABLE TELEVISION INSTALLATION, COMMON AREA" SHALL ALSO INCLUDE THE COMMON AREAS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO, THE COMMON AREAS RESERVED FOR THE USE AND ENJOYMENT OF GUESTS AND SHALL NOT BE ASSIGNED OR OVER PRIVATE PROPERTY WITHIN THE PROJECT. GUEST PARKING IS COMMON AREA AND SHALL BE SUBJECT TO THE CONTROL OF THE ASSOCIATION, INCLUDING PERSONAL PROPERTY OF THE HOME OWNERS ASSOCIATION. COMMON AREA" SHALL ALSO MEAN ANY OTHER WORK BEING PERFORMED OR SUBJECT TO THE CONTROL OF THE ASSOCIATION, INCLUDING PERSONAL PROPERTY.
6. BALCONY SHALL MEAN THE AREAS DESIGNATED ON THE PLAN BY UNIT DESIGNATION PRECEDED BY THE LETTER "B" (B1) THROUGH (B120) AND WHICH ARE BALCONY AREAS. BALCONY AREAS SHALL BE GRANTED TO THE UNIT OWNER OF THE UNIT ADJOINING SUCH BALCONY OR BALCONIES, SUBJECT TO THE PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS OF SECTION 1531(6) OF THE CIVIL CODE OF CALIFORNIA. THE HORIZONTAL SPACE SHOWN ON THE PLAN, THE LOWER LIMIT OF THE BALCONIES IS THE UNFINISHED FLOOR ELEVATION OF THE BALCONY AND THE UPPER LIMIT OF THE BALCONIES IS THE PROJECTIONS OF THE UNFINISHED CEILING OF THE ADJOINING UNIT.
7. PARKING SPACE SHALL MEAN EACH AREA DESIGNATED IN THIS PLAN BY UNIT DESIGNATION PRECEDED BY THE LETTER "P" (P1) THROUGH (P120) AND WHICH ARE PARKING SPACES RESERVED TO THE OWNER OF CORRESPONDING UNIT AND THE EXCLUSIVE USE OF SAID UNIT IS ASSIGNED SHALL BE FOR EXCLUSIVE USE OF "RESIDENTS PARKING" SHALL BE REGULATED BY THE HOMEOWNERS ASSOCIATION.
8. ALL DIMENSIONS AND ELEVATIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
9. AN EASEMENT FOR VEHICULAR INGRESS AND EGRESS TO AND FROM EACH PARKING SPACE USE OF THE UNIT.
10. AN EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS TO AND FROM EACH UNIT OVER THE NON-EXCLUSIVE AREAS AND PRIVATE DRIVEWAYS IN THE COMMON AREA IS RESERVED FOR THE HOMEOWNERS ASSOCIATION.
11. A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND SUPPORT THROUGH THE COMMON AREA IS APPURTENANCE TO EACH UNIT AND THE COMMON AREAS ARE SUBJECT TO SUCH EASEMENT.
12. ALL WALL THICKNESSES ARE 0.375 UNLESS SHOWN OTHERWISE.
13. DIMENSIONS IN THESE PLANS BECAUSE OF ROUNDING OFF MAY VARY BY 1/8" INCH FROM THE DIMENSIONS INDICATED IN THESE PLANS BECAUSE OF ROUNDING OFF. FOR CONSTRUCTION, REFER TO S.C. & R.S. PARAGRAPH 3.01 AND NOTE 3 ON SHEET 4 OF 7.

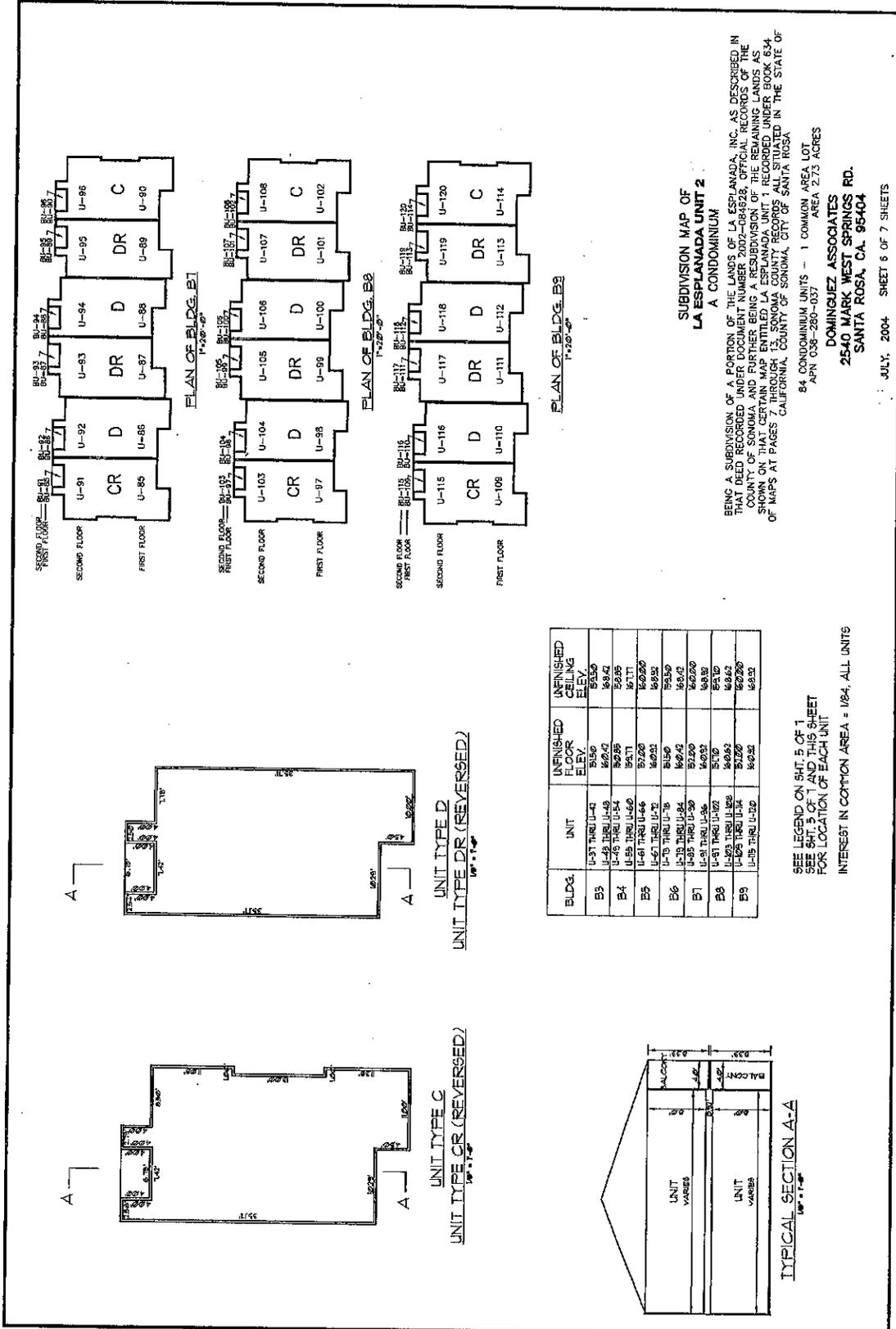
SUBMISSION MAP OF LA ESPLANADA UNIT 2 A CONDOMINIUM

84 CONDOMINIUM UNITS - 1 COMMON AREA LOT
 APN 038-280-037
 AREA 2.73 ACRES

DOMINGUEZ ASSOCIATES
 2540 MARK WEST SPRINGS RD.
 SANTA ROSA, CA. 95404

JULY, 2004 SHEET 4 OF 7 SHEETS

BEING A SUBDIVISION OF A PORTION OF THE LANDS OF LA ESPLANADA, INC. AS DESCRIBED IN THE INSTRUMENT OF TRUST DATED 08/26/02, OFFICIAL RECORDS OF THE COUNTY OF SONOMA AND FURTHER BEING A SUBDIVISION OF THE LANDS SHOWN ON THAT CERTAIN MAP ENTITLED LA ESPLANADA UNIT 1, RECORDED UNDER BOOK 834 OF MAPS AT PAGES 7, THROUGH 13, SONOMA COUNTY RECORDS ALL SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SONOMA, CITY OF SANTA ROSA



SUBDIVISION MAP OF LA ESPLANADA UNIT 2 A CONDOMINIUM

BEING A SUBDIVISION OF A PORTION OF THE LANDS OF LA ESPLANADA, INC. AS DESCRIBED IN THAT DEED RECORDED UNDER DOCUMENT NUMBER 2002-084628, OFFICIAL RECORDS OF THE COUNTY OF SONOMA AND FURTHER BEING A RESUBDIVISION OF THE REMAINING LANDS AS SHOWN ON THE SUBDIVISION MAP OF LA ESPLANADA UNIT 1 RECORDED UNDER BOOK 634 OF MAPS AT PAGES 7, THROUGH 13, THROUGH THE COUNTY OF SONOMA, CITY OF SANTA ROSA, CALIFORNIA.

84 CONDOMINIUM UNITS - 1 COMMON AREA LOT
APR 038-280-037
AREA 2.73 ACRES

DOMINGUEZ ASSOCIATES
2540 MARK WEST SPRINGS RD.
SANTA ROSA, CA. 95404

JULY, 2004 SHEET 6 OF 7 SHEETS

SEE LEGEND ON SHIT. 5 OF 7
SEE SHIT. 3 OF 7 AND THIS SHEET
FOR LOCATION OF EACH UNIT
INTEREST IN COMMON AREA = 1/84, ALL UNITS

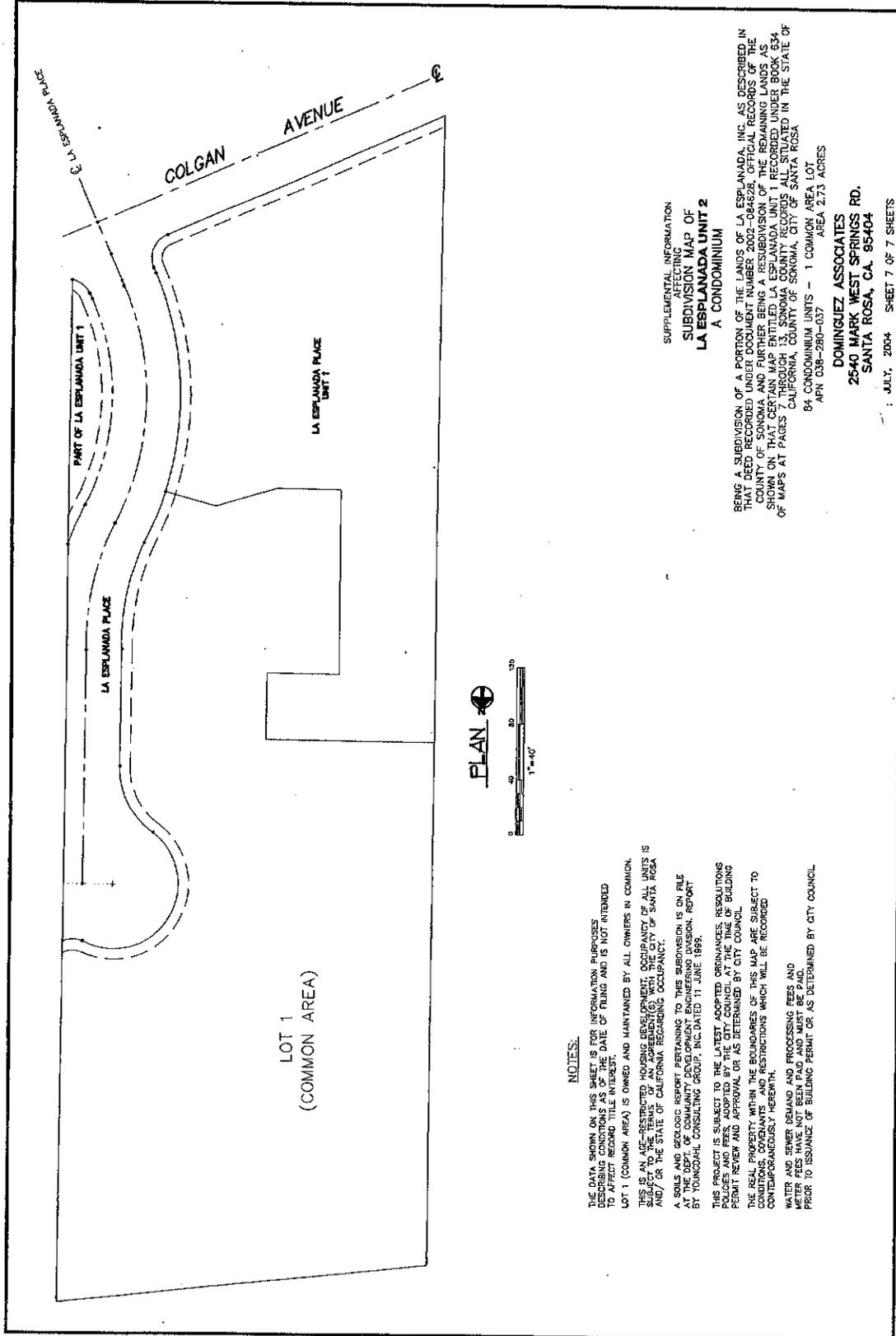


Exhibit 3

HOA STATEMENT OF PROVIDING COPIES OF THE ORDER

The HOA, through its authorized representative, verifies that it has provided a copy of this Order to its officers, agents, and employees, and to each current member of the HOA, that it has explained the terms of the Order and that it has provided these persons with an opportunity to ask questions.

Date: _____

Authorized HOA representative (Print): _____

Signature: _____

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Exhibit 4

OFFICER, EMPLOYEE/AGENT ACKNOWLEDGEMENT

I have received a copy of the Consent Order and any exhibits attached thereto entered in *United States v. City of Santa Rosa and La Esplanada Unit 1 Owners' Association*, civil action no. 11-5641 SBA, filed in the United States District Court for the Northern District of California, Oakland Division. I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and shall comply with those responsibilities and abide by the terms of the Consent Order.

Date: _____

Employee/Agent Name (Print): _____

Employee/ Agent Signature: _____

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Exhibit 5

OFFICER, EMPLOYEE/AGENT CERTIFICATE OF TRAINING

I attended an in-person training at _____ [location of training] which was provided by _____ [name of training]. The training specifically included the topic of discrimination on the basis of familial status and the requirements of the HOPA exemption. The name of the course was _____ which I took on _____ [date course taken], and the course lasted _____ [hours or days] and was completed by _____ [date of completion].

Date: _____

Employee/Agent Name (Print): _____

Employee/ Agent Signature: _____

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Exhibit 6

FULL AND FINAL RELEASE OF CLAIMS (City of Santa Rosa)

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. City of Santa Rosa and La Esplanada Unit 1 Owners' Association*, as approved by the United States District Court for the Northern District of California, Oakland Division, and in consideration of the City's waiver of \$12,500 of the cost and fees associated with any rezoning and/or compliance actions governing the Subject Property, the two aggrieved persons, LPV and Vladimir Abramov in his individual capacity and acting on behalf of LPV, do hereby fully release and forever discharge the City of Santa Rosa, along with its insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all fair housing claims set forth, or which could have been set forth in the Complaint in this lawsuit that they may have had against any of them for any of City's actions or statements related to those claims through the date of the entry of the Consent Order.

Date: _____

Signature: Vladimir Abramov, Individually

Address:

Signature: Vladimir Abramov, CEO on behalf of LPV

Address:

Exhibit 7

FULL AND FINAL RELEASE OF CLAIMS: THE HOA

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. City of Santa Rosa and La Esplanada Unit 1 Owners' Association*, as approved by the United States District Court for the Northern District of California, Oakland Division, and in consideration of the HOA's payment by way of a set-off in the amount of \$44,000.00 in connection with any assessments, fees, and other costs that the HOA alleged it is owed in a state court case captioned, *HOA et.al. v. LPV, et.al.*, SCV-251158, filed in the Superior Court of California County of Sonoma, the aggrieved persons, LPV and Vladimir Abramov in his individual capacity and acting on behalf of LPV, do hereby fully release and forever discharge the HOA, along with its insurers, attorneys, related companies, principals, predecessors, successors, assigns, affiliates, partners, directors, officers, agents, employers, shareholders, subsidiaries, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all federal fair housing claims set forth, or which could have been set forth in the Complaint in this lawsuit that I may have had against any of them for any of the HOA's actions or statements related to those claims through the date of the entry of the Consent Order. LPV and Vladimir Abramov explicitly do not waive or release the HOA from state law claims unrelated to facts upon which this federal action, cv-11- 5641, was based.

Date: _____

Signature: _____
Vladimir Abramov, Individually

Address:

Signature: _____
Vladimir Abramov, CEO on behalf of LPV

Address: