



CITY OF DESERT HOT SPRINGS
Community Development Department
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240
(760) 329-6411

CONDITIONS OF COMPLIANCE AND COMPLIANCE PLAN

Property Address: _____ Code Case No.: _____

Parcel No.: _____ Code Officer: _____

(Both the property and all structures, appurtenances, and the like shall herein be referred to as the "Property")

Owner/Seller (1): _____

Address (1): _____

Owner/Seller (2): _____

Address (2): _____

Buyer/Owner (1): _____

Address (1): _____

Buyer/Owner (2): _____

Address (2): _____

Permit Issuance

The rehabilitation schedule attached hereto is supplemental and in addition to any and all other conditions, restrictions, or requirements for permit issuance. Owner and buyer acknowledge that failure to adhere fully and in all manners to all permit encumbrances may result in immediate revocation of permits, forfeiture of all fees, and continuation of abatement actions.

Permit No.: _____ Permit Expires: _____

City Abatement Charges Due: \$ _____ Transferred County Fees: \$ _____

Performance Bond: \$_____ Performance Bond Processing Fee: \$_____

Monitoring Security Fees:

[] Monthly Completion ____ Phased Work

[] Bi-Monthly \$_____ Schedule ____ Continuous

Certificate of Occupancy¹: \$_____

Construction _____ Loan OR Financing: _____ Bank Account

All fees are non-refundable.

Owner's/Seller's Signature

Date

Buyer's Signature

(Agent must provide notarized authorization)

Date

Permit Released for Issuance: _____
Principal Inspection Supervisor

Date: _____

¹ If change of occupancy, certificate of occupancy required at date of permit issuance.

REHABILITATION SCHEDULE WORK PLAN

Site Address: _____ Parcel No. _____

Building Description: _____ Code Case No. _____

On the date(s) and by the signature(s) affixed below, the owner(s), and buyer(s) of the Property, whether singularly or jointly, agree(s) to perform faithfully each part and all terms of this work plan as enumerated herein and to rehabilitate fully the Property described above:

- 1A. Not later than _____, owner and/or buyer shall submit a performance security in a form and format approved by the City of Desert Hot Springs (refer to attachment) and for a face amount not less than \$_____ which shall secure the faithful completion of the full rehabilitation of the Property and of each part and all terms in this Work Plan.
- 1B. Not later than _____, owner and/or buyer shall pay all liens and assessments charged by the City against the Property.
2. Not later than _____, owner and/or buyer shall pay all fees for compliance monitoring inspections, report of permit record, and renewal of certificate of occupancy.
3. Not later than _____, owner and/or buyer shall pay all fees and obtain all required approvals and permits for the full rehabilitation of the Property.
4. Not later than _____, owner and/or buyer shall obtain all permit rough inspection approvals for the full rehabilitation of the Property.
5. Not later than _____, owner and/or buyer shall obtain all permit final inspection approvals for the full rehabilitation of the Property.
6. Not later than _____, owner and/or buyer shall obtain a renewal Certificate of Occupancy inspection approval.
7. Owner and/or buyer shall begin and complete the rehabilitation of the building exterior first.
8. Owner shall continually maintain the Property clean of all blighted conditions and free of all hazards and secure from unauthorized entry.

9. Owner hereby grant(s) to the City and its agents and contractors free and complete access to the Property without additional notification to inspect the Property and to remove blighting conditions or hazards and to re-secure breached points of entry. Owner and/or buyer further agree(s) to pay all assessments charged by the City for these actions, in addition to other remedies and collection alternatives available to the City.

10A. If the Property has been ordered to be or remain vacant by the Building or Code Compliance Divisions, the Property shall remain vacant and shall not be re-used or re-occupied for any circumstance without prior written approval from the Building Official.

10B. Owner and/or buyer are hereby notified that California Civil Code Section 1942.5 prohibits retaliatory actions against tenants for exercising their rights. Owner and/or buyer also agree to perform the rehabilitation work with as little detrimental impact on the daily living routine of surrounding residents as is practical.

11. The City and owner and/or buyer agree to work in good faith for the purpose of completing the repairs and rehabilitation of the Property. Owner and/or buyer agree to cooperate with the City and implement repairs as required under this "Conditions of Compliance and Compliance Plan" (the "Plan"). City agrees that it will act in accordance with its ordinary custom and practice with respect to issuing building permits, inspections and approvals in the administration of this Plan.

12. Owner and/or buyer agree that in the event each part and all terms of this Plan are not completed in full on or before the dates set forth herein, for whatever reason, the City may commence enforcement and collection proceedings to retain the full face amount of the performance bond for said actions.

Note:

[] If any milestone date is not met by owner and/or buyer, a substandard declaration may be recorded on title to the Property (with notice to owner and/or buyer), and there shall be no further right to an administrative appeal of said Substandard Declaration (only if the Declaration has not been recorded).

BY: _____
Owner/Seller Signature

Owner/Seller Name

Date

BY: _____
Buyer Signature

Buyer Name

Date

BY: _____
Inspector's Signature

Inspector's Name

BY: _____
Supervisor's Signature

Supervisor's Name

Date

Date

PERFORMANCE BOND

Surety: _____ Property Address: _____

Address: _____

_____ Property Owner(s): _____

Tel. No.: _____

Bond Amount: \$ _____ Parcel No.: _____

OBLIGATION

WHEREAS, the Building Division of the City of Desert Hot Springs, a California Municipal Corporation, and the **PROPERTY OWNERS**, identified herein at the current and sole legal and recorded owners of the real property also identified herein, are about to enter into an Agreement, identified herein as “**CONDITIONS OF COMPLIANCE AND COMPLIANCE PLAN**,” whereby said **PROPERTY OWNERS** agree to rehabilitate fully and expeditiously the building identified herein and located upon said real property, strictly in accordance with the provisions stipulated in said **CONDITIONS OF COMPLIANCE AND COMPLIANCE PLAN** and with the conditions, covenants, restrictions and regulations governing said rehabilitation work; AND

WHEREAS, said **PROPERTY OWNERS** are required before entering upon the performance of said rehabilitation to file a good and sufficient **BOND** with the Building Division which shall secure the faithful performances of said **CONDITIONS OF COMPLIANCE AND COMPLIANCE PLAN**;

NOW, THEREFORE, said **PROPERTY OWNERS** and their **SURETY**, identified herein as a California corporation authorized to do business as such, are held and firmly bound unto the Building Division and the City of Desert Hot Springs in the penal sum identified herein for the payment of which sum well and truly to be made, they bind themselves, their heirs, executors, successors or assigns jointly and severally and firmly by these presents.

Should said **PROPERTY OWNERS** or their heirs, executors, administrators, successors, assigns, or should purchasers of said real property, whether for value or by delinquency or transference or conveyance, in all things to stand to and abide by, and well and truly keep and fully perform the provisions in said **CONDITIONS OF COMPLIANCE AND COMPLIANCE PLAN** and the conditions, covenants, restrictions and regulations governing said rehabilitation work and any alterations thereof made and in all indemnify and hold harmless the City of Desert Hot

Springs, its officers, agents and employees, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the fact amount specified herein, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Building Division and the City in successfully enforcing said obligation, to be awarded and fixed by a court of competent jurisdiction or duly authorized tribunal or administrative body and all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed by said **PROPERTY OWNERS** and said **SURETY** that no change, extension of time, alteration or addition to the provisions of said **CONDITIONS OF COMPLIANCE AND COMPLIANCE PLAN** or to said conditions, covenants, restrictions and regulations governing said rehabilitation work shall in any way effect their obligations on this **BOND**, and said **PROPERTY OWNERS** and said **SURETY** do hereby waive notice of any such change, extension of time, alteration or addition.

IT WITNESS WHEREOF, said **PROPERTY OWNERS** and said **SURETY** caused this **BOND** to be executed on the date indicated below.

(Notary Seal)

(Corporate Seal)

SURETY OFFICER'S NAME

SURETY OFFICER'S SIGNATURE