

TREO MAINTENANCE ASSOCIATION

Date: March 2025
To: Treo Maintenance Association Homeowners
From: The Board of Directors
RE: Adopted Electric Vehicle Charging Station Policy

The Electric Vehicle Charging Station Policy that was sent out for a 28-day comment period according to the most recent amendments to the Davis-Stirling Act, was adopted at the March 17, 2025, regular board meeting as presented. Therefore, all requirements set forth to adopt the Electric Vehicle Charging Station Policy have been met. You may request a complete copy of the Electric Vehicle Charging Station Policy by contacting StoneKastle Community Management or downloading it from the community website, www.myhoa.com/treo. Landlords, please share with your tenants.

Should you have any questions, please contact Rina Sagal at (714) 395-5245 or via email at Rina@stonekastle.com.

Sincerely,

Treo Maintenance Association
Board of Directors

TREO MAINTENANCE ASSOCIATION

ELECTRIC VEHICLE CHARGING SYSTEMS POLICY (Civil Code Section 4745)

1. **“Electric Vehicle Charging Stations” Definition.** The term “electric vehicle charging station” (hereinafter “EVCS” or “Station”) means a Station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles, any related equipment needed to facilitate charging plug-in electric vehicles, and an optional ‘time of use’ meter, if any. (Civil Code Sections 4745(d) and 4745.1(d))
2. **Location of EVCS Installation.** An EVCS shall be installed in the Owner’s garage, subject to the requirements of these Guidelines. (Civil Code Section 4745(b)(2))
3. **Installation and Use Requirements; Prior Approval Required.** The building that houses the Owners’ garages, along with all private utility lines and connections, conduits, and wires, wherever located except those located within the Condominium Units, are a part of the Association’ Property, the maintenance, repair and replacement of which is the Association’s responsibility. (CC&Rs Article 1, Section 9; Article III, Sections 1(b) and 2; Article X Section 2(a)). As such, the prior approval of the Association’s Board of Directors is required for the installation of an EVCS or any other improvements/alterations to the Association Property necessitated by Owner’s use/installation of an EVCS. As part of the approval process, a recordable Improvement Agreement must be formalized and fully executed between Owner and Association. Such application, review and approval process shall be handled in the same manner as an application for approval of any other architectural modification to the property. (Civil Code Section 4745(3)). The Board may request additional information and specifications from the unit Owner, as needed.
4. **Electrical Usage.** The Owner, and each successive Owner, of the EVCS shall be responsible for the cost of electricity associated with the EVCS. (Civil Code 4745(f)(1) & 4745(f)(2)). If the electricity in the serving Owners’ garages is metered to and paid for by the Association, then the Unit Owner must install a sub-meter to allocate the Owner’s electrical usage to the Owner, the payment of which shall be the responsibility of the Owner and not the Association. The sub-meter installation shall be included as part of the Owner’s architectural application for installation of an EVCS and prior approval for such sub-meter installation is required, as provided above, and all costs of installation, maintenance, repair and removal are the responsibility of the Owner. (Civil Code 4745.1(f)(2)).
5. **Compliance with Law.** Before installation and use of an EVCS, the Owner must obtain (at his/her expense) all necessary and required building permits/approvals as required by local and/or state governmental authorities. (Civil Code 4745(c)). The EVCS must meet all applicable health and safety standards and requirements imposed by the state and/or local authorities, and other applicable zoning, land use, or other ordinances, or

land use permits. If the local and/or state authorities require modifications to the plans and specifications previously approved by the Board, then the Owner shall submit all modifications to the plans and specifications to the Board to reflect the modifications required by the local and/or state authorities. The Board shall have the right to review and to impose further conditions on any such modifications which are not inconsistent with the requirements imposed by local and/or state authorities.

6. **Conditions of Approval.** As part of the approval process, because the Owner's proposed installation will impact the Association Property, the applying Owner must agree, in writing, to all of the following conditions, as well as any additional conditions the Association may impose, which, in its discretion, are reasonably related to the Owner's use of and/or modifications to Association Property which shall be recorded as to Owner's lot and Owner shall be responsible for the cost of preparing and recording such agreement:
 - a. The EVCS and related improvements (including but not limited to installing a sub-meter for electrical use currently metered to the Association) shall be installed by a contractor licensed for that purpose within the State of California and who shall carry comprehensive general liability insurance of at least \$1,000,000 and such workers' compensation insurance as is required by law. The insurance policies must contain an endorsement providing coverage of claims arising from work performed in multi-family residential buildings. Such contractor shall also be bonded to the extent required by the California State Contractors Licensing Board and shall present proof of all such insurance and/or bonding to the Association prior to the start of any work.
 - b. The EVCS shall meet all applicable health and safety standards, building codes and other requirements imposed by state and local authorities, as well as all other applicable zoning, land use or other ordinance, or land use permits.
 - c. The Owner and each successive Owner of the EVCS will, at all times, maintain a homeowner's liability coverage policy in the amount of One Million Dollars (\$1,000,000.00) and shall name the Association as an additional insured under the policy. Prior to installation of the EVCS, the Owner shall provide a certificate of insurance that names the Association as an additional insured on such policy of coverage and shall provide proof of such coverage on an annual basis to the Association. (Civil Code 4745(f)(3)).
 - d. The Owner will be responsible for disclosing to prospective buyers the existence of the Owner's EVCS and related responsibilities of the Owner and of successive Owners.
 - e. The Owner and each successive Owner will be responsible for the cost of damage to the EVCS, Association Property or to units resulting from the Owner's installation, maintenance, repair, removal, or replacement of the EVCS, and for the costs to restore the Association Property after removal.

- f. The Unit Owner agrees to enter into a written covenant agreement with the Association to be recorded in the County Recorder's Office in the Unit Owner's chain of title giving record notice of the installation, use, and maintenance requirements set forth in these Guidelines. The agreement shall be in a form prepared and provided by the Association, the cost of which to prepare and record is the responsibility of the Unit Owner.
7. **Maintenance.** The EVCS shall, at all times, be owned by and remain the property of the current Owner of record of the Unit. Owners are responsible, at their sole expense, for the maintenance and repair of any EVCS they install or which was installed by their predecessor in interest. If the Board determines that the EVCS creates or is reasonably likely to create a safety hazard, the cost of removing, and if applicable, replacing the EVCS shall be the responsibility of the unit Owner. Should a Unit Owner fail to remove the EVCS upon the Association's request the Association may, to the extent and in the manner permitted in the Association's governing documents, enter the Owner's garage and remove the EVCS. The Association shall not be responsible for any damage to the EVCS or for the Owner's cost of charging an electric vehicle from alternative sources. The Owner shall be responsible for any expenses the Association incurs in removing the EVCS, including but not limited to the Association's legal fees and costs, and the Association may recover such expense in any manner allowed by law or the Association's governing documents. If the Association removes the EVCS, the Association is not responsible for replacing it.
8. **Enforcement.** These Guidelines apply to any Owner, tenant or resident, who installs, maintains or uses an EVCS (and/or maintains and uses a plug-in electric hybrid vehicle in his/her garage), and to all subsequent purchasers of the Owner's residence for as long as the EVCS remains. However, Owners are responsible for any EVCS installed, maintained or used by the Owner's tenants. Failure to comply with the applicable requirements set forth in these Guidelines may result in legal action and/or disciplinary action, including suspension of membership rights and/or monetary penalties against the Owner.
9. **Subsequent and Prior Owners.** An Owner who obtains permission to install and maintain an EVCS agrees on behalf of themselves and their successors-in-interest to abide by these Guidelines and any approval given by the Association for installation of an EVCS. Any Owner who purchases a unit with an EVCS agrees to the terms of these Guidelines and any approval given by the Association for installation of the EVCS to their predecessor in interest.

**RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:**

Treo Maintenance Association
c/o Whitney Petchul
27 Orchard Road
Lake Forest, CA 92630

(Space Above For Recorder's Use)

**IMPROVEMENT AGREEMENT
(ELECTRIC VEHICLE CHARGING STATION)**

This **IMPROVEMENT AGREEMENT** ("Agreement") is made by and between _____ ("Owner") and the **TREO MAINTENANCE ASSOCIATION**, a California nonprofit mutual benefit corporation ("Association"), sometimes referred to herein individually as a "Party" and collectively as the "Parties," with reference to the following facts:

- A. Association is an association as defined in California Civil Code Section 4080, formed for the purpose of operating and managing the Association Property Treo residential condominium project (the "Project"), located in Irvine, California.
- B. Owner is the owner of a unit in the Project, commonly known as _____ Irvine, CA 92620, and more particularly described as follows:

[insert legal description and APN of Owner's Property]

("Owner's Property").

- C. Owner's Property is encumbered by a Supplemental Declaration of Covenants, Conditions and Restrictions, Reservation of Easements, and Alternative Dispute Resolution Procedures for Treo, recorded on December 27, 2004, as Document No. 2004001143570, in the Official Records of Orange County, California ("Declaration").
- D. The Project includes, in part, Association Property, which includes the building that houses the garage element of Owner's Property, and all private utility lines and connections, conduits, and wires, wherever located except those located within the Condominium Units, all of which are the Association's responsibility to maintain, repair and replace. (Declaration Article 1, Section 9; Article III, Sections 1(b) and 2; Article X, Section 2(a))
- E. Owner wishes to install an electric vehicle charging station ("EVCS") in the garage element of Owner's Property, the installation of which will impact portions of the Association Property, including (but not necessarily limited to) the building structure and perimeter walls house and enclose Owner's garage, and the related and necessary conduits, wiring and other electrical components and connections related thereto, along with an electrical sub-meter to measure Owner's electricity usage, for the purpose of charging Owner's electric vehicle (collectively, the "Improvement").

- F. Pursuant to Owner's architectural application and plans dated _____, 20__ ("Plans"), which have been submitted to and received by the Association ("Plans"), Owner will alter and improve portions of the Association Property to install the Improvement, including but not limited to wires and conduit bringing electrical power from one source into the garage, which will be run through the Association Property, which the Association manages and maintains.
- G. Pursuant to Article XI, Section 2 of the Declaration, the prior written approval of the Association's Board of Directors is required for Owner to alter or make any improvements to the Association's Association Property.
- H. In addition to the Declaration, California Civil Code Section 4745(f) authorizes the Association to condition Owner's installation of the Improvement in the Garage, on Owner's written agreement to the terms set forth in this Agreement.
- I. The Association wishes to approve the installation and maintenance of Owner's Improvement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals above constitute an integral part of this Agreement and are fully incorporated into this Agreement by this reference.
2. Approval of Improvement. The Association's Board of Directors hereby approves Owner's Plans and Owner's Improvement, subject to the terms and conditions set forth in this Agreement.
3. Other Approvals. Owner shall obtain any and all requisite approvals and permits from all applicable city, county, or other governmental agencies, including but not limited to the City of Irvine, prior to installation of the Improvement.
4. Installation of Improvement. Owner agrees that the Improvement shall only be installed by a licensed and insured contractor and will meet all applicable health and safety standards, building codes and other requirements imposed by state and local authorities, as well as all other applicable zoning, land use or other ordinances or land use permits.
5. Maintenance and Repair of Improvement. Owner shall be responsible for the maintenance and repair of the Improvement, so as to be maintained in a safe, sanitary and attractive condition and in good order and repair, at all times. Owner shall be responsible for all costs of installing, maintaining, repairing, replacing and removing the Improvement. Owner shall be financially responsible for any and all damage to the Association Property, and/or any other property, caused by or related to Owner's Improvement. If the Association determines that Owner has failed to meet Owner's maintenance and repair obligations hereunder, it shall notify Owner of such failure and provide Owner a reasonable period, not to exceed fifteen (15) calendar days, to cure such failure. If Owner fails to maintain, repair, replace or remove the Improvement within the allotted time period, Association may affect a remedy and levy the cost thereof as a special assessment, enforceable as provided in the Declaration. The Association may also impose such other sanctions as may be authorized by the Declaration, the

Association's Bylaws, or California law, including without limitation, requiring Owner to return of the Association Property to its original pre-Improvement condition at Owner's sole cost and expense.

6. Separately Measured Electrical Use. No work shall commence on Owner's Improvement until such time as any and all required approvals and permits have been obtained, and Owner has demonstrated and confirmed that any electricity used by Owner to charge Owner's vehicle (or any other vehicle under Owner's control) can be measured on a monthly basis and separately metered to and paid for by Owner.

7. Payment for Electricity Use and Administrative/Permit Fees. Owner shall be solely responsible for paying for all electricity used in connection with Owner's Improvement and for the cost of all required permits and licenses required by this Agreement.

8. Indemnity. Owner shall indemnify, defend and hold Association, its directors, officers, employees and agents, harmless from and against any loss, damage, or liability or claims or assertions thereof (including but not limited to reasonable attorneys' fees and costs) resulting from or arising in connection with the installation, use, maintenance, repair, replacement, and/or removal of Owner's Improvement.

9. Insurance. Owner shall procure and maintain general liability insurance on Owners' Property and the Improvement, in an amount of at least One Million Dollars (\$1,000,000.00), naming Association as an additional insured. Owner shall provide Association with proof of such insurance on an annual basis. Owner shall notify Association at least thirty (30) days in advance of any cancellation, modification or termination of such insurance.

10. Successors in Interest. The terms, promises, conditions and duties of this Agreement shall run with and bind the Subject Property and all those taking an interest in it and shall inure to the benefit of and be enforceable by the Association and Owners, and their respective legal representatives, heirs, successors and assigns. The Association shall, however, have the right to unilaterally revoke or terminate this Agreement and require the removal of the Improvement, upon a determination that this Agreement is invalid by a Court of competent jurisdiction or a substitute therefore, such as judicial arbitration. In order to effectuate termination during the term of this Agreement, the Association must provide to Owners written notice of such termination, and record with the County Recorder of Orange County document(s) executed by the Association terminating and canceling this Agreement. In the event of such termination, Owners shall have no recourse against the Association.

11. Continuing Obligations with Governing Documents. The Improvement, during its progress and completion, shall be part of the Unit and all requirements, covenants, conditions, and restrictions within the Association's governing documents and as adopted or amended shall be in effect and shall apply to the Improvement and Unit, including, but not limited to, Owner's duties to pay any assessments, maintain and repair the Improvement, insurance requirements, and Owner's and Association's respective easement rights.

12. Liens. Association and all its properties shall be free of mechanic's liens related to the Improvement. Filing a lien against Association or its properties shall constitute a material default by Owner. Owner shall take immediate action to cure any such lien. Association may

take action to resolve any lien related to the Improvement and Owner shall be liable for all costs and fees incurred by the Association related to such action.

13. Termination. This Agreement may be terminated only upon the mutual consent of both Parties, except for any Party's uncured, material breach of this Agreement or as otherwise provided in this Agreement.

14. Attorneys' Fees. If any action or proceeding, including without limitation, alternative dispute resolution, is instituted by any person to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of such action.

15. Mortgagee Protection. Notwithstanding any provision of this Agreement to the contrary, no amendment or violation of this Agreement shall operate to defeat or render invalid the rights of the beneficiary under any recorded deed of trust or the mortgagee under any recorded mortgage of any portion of Owner's Property made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage, Owner's Property shall remain subject to this Agreement.

16. Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

17. Effect of Waiver. The waiver by either Party of a breach of any term, promise or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term, promise or condition. The failure by either Party to enforce any right for a period of time shall not constitute a waiver of such right or any term, promise or condition of this Agreement.

18. Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all other contemporaneous or prior oral or written agreements between the Parties respecting the subject matter of this Agreement. This Agreement may only be modified or amended by a written instrument executed by both Parties and recorded in Official Records of Orange County, California. Headings at the beginning of each paragraph are solely for the convenience of the Parties, and not a part of this Agreement. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

19. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same instrument. Electronic signatures complying with California law will be deemed original signatures for purposes of this Agreement.

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This Agreement is dated _____, 20__ for identification purposes only and shall be effective upon recordation in the Office of the Orange County Recorder.

TREO MAINTENANCE ASSOCIATION, a California nonprofit mutual benefit corporation,

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

“Association”

Dated _____, 20__

[Signature]

[Printed Name]

“Owner”

[Notary Acknowledgements attached]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE COUNTY)

On _____, 20____, before me, _____, Notary Public, personally appeared _____ and _____, 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.

Notary Public in and for said State

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE COUNTY)

On _____, 20____, before me, _____, Notary Public, personally appeared _____ and _____, 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.

Notary Public in and for said State

(SEAL)