

TREO MAINTENANCE ASSOCIATION

November 2022

To: All Homeowners of Treo Maintenance Association  
From: The Board of Directors  
RE: Adopted Retractable Screen Door Policy

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Dear Homeowner,

The Retractable Screen Door 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 September 20, 2022 regular board meeting. Therefore, all requirements set forth to adopt the Retractable Screen Door Policy has been met. You may request a complete copy of the Retractable Screen Door Policy by contacting StoneKastle Community Management or downloading it from the community website, [www.myhoa/treo.com](http://www.myhoa/treo.com).

Should you have any questions, please contact Rina Sagal at (714) 395-5245 or via email at [Rina@stonecastle.com](mailto:Rina@stonecastle.com).

On behalf of the Treo Maintenance Association  
Board of Directors

## TREO MAINTENANCE ASSOCIATION

**Retractable Screen Doors** – Retractable screen doors proposed to be installed on any exterior door require the submittal of an architectural application and the prior approval of the Architectural Control Committee ("ACC"). As a condition of the ACC's approval of such proposed improvement, the owner shall enter into a recordable Maintenance and Indemnity Agreement, the form of which is attached hereto, ("Agreement"), the cost of which to prepare and record will be the unit owner's financial responsibility. The Agreement will be recorded in the chain of title for owner's unit, thereby binding future owners of the unit and allowing the improvement to remain, subject to the terms of the Agreement.

The cost to repair any damage to Association Property, caused by the installation, maintenance, replacement or removal of the screen door, shall be the homeowner's responsibility.

The owner shall paint the casing and screen door to match the door trim color, not the front door color. Owner will need to contact management to obtain the applicable paint color.

Upon the Board's adoption of this new rule, any homeowner with an existing retractable screen door must submit a completed architectural application, the retroactive approval of which will be conditioned upon the owner entering into the attached Agreement.

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

Treo Maintenance Association  
c/o WHITNEY PETCHUL (KJG)  
27 Orchard Road  
Lake Forest, CA 92630

APN: \_\_\_\_\_

*(Space above for Recorder's use only)*

**MAINTENANCE AND INDEMNITY AGREEMENT**

This Maintenance and Indemnity Agreement ("Agreement"), effective as of the date of execution set forth below, is made by and between the Treo Maintenance Association, a California Non-Profit Mutual Benefit corporation, and its successors and assigns, (hereinafter "Association"), and \_\_\_\_\_ (collectively, "Owners"). Association and Owners will collectively be referred to in this Agreement from time to time as the "Parties" and individually as a "Party."

**RECITALS**

A. WHEREAS, the Association is a California Non-Profit Mutual Benefit corporation existing for the purpose of, among other things, administering the 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, and as may be amended or supplemented from time to time (the "Declaration"), as well as the Association's other governing documents as that term is defined in California Civil Code §4150;

B. WHEREAS, Owners are the record owner of certain real property within the Association commonly referred to as \_\_\_\_\_, Irvine, California 92620, and more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference ("Unit");

C. WHEREAS, the Unit is subject to the restrictions set forth in the Declaration and the Association's other governing documents;

D. WHEREAS, the Unit is surrounded by space and land which constitute Association Property as that phrase is described and defined in the Declaration (hereinafter the "Subject Common Property");

E. WHEREAS, Owners desire to install a retractable screen door on the \_\_\_\_ door of their Unit. (hereinafter the "Subject Improvement"), which will impact and alter the Subject Common Property;

F. WHEREAS, Owners have no right to construct the Subject Improvement or improvements of any type upon the Subject Common Property, or to alter or otherwise modify the Subject Common Property without the prior written consent of the Association;

G. WHEREAS, Owners and Association wish to enter into an agreement whereby Owners may be permitted to construct and maintain the Subject Improvement upon the Subject Common Property in exchange for certain maintenance, insurance and other agreements from Owners.

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby establish this Agreement on the terms set forth herein, which shall run with the Unit and shall be binding upon all owners having or acquiring any right or title to the Unit or any part thereof, and shall inure to the benefit and burden of each owner of the Unit.

### AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein by this reference and made a part of this Agreement between the Parties.

2. Permits and Structural Integrity. Owners hereby acknowledge, agree, certify and warrant that any and all required building permits will be properly obtained for the installation and construction of the Subject Improvement. Owners further acknowledge, agree, certify and warrant that the Subject Improvement will be properly designed and constructed by a competent, licensed contractor, and that the Subject Improvement will not in any significant way impair the integrity of any other improvements such as the walls in the surrounding Subject Common Property.

3. Installation and Removal of the Subject Improvements. In consideration of this Agreement, the Owners, and their successors, heirs and assigns, shall be permitted to install and maintain the Subject Improvement upon the Subject Common Property. Other than as set forth in this Agreement, the Subject Improvement shall not be moved, altered or reconfigured in any fashion without the prior written consent of the Association. Except as specifically provided below, no other structure, improvement, or modification of the Subject Common Property shall be installed, constructed or performed upon the Subject Common Property without the prior written consent of the Association. Upon any removal or modification of the Subject Improvement, the Owners, or their successors, heirs or assigns, at their sole expense, shall immediately, in a high quality/first class manner, restore, repair and/or replace all Subject Common Property elements affected or damaged by the installation, use, and/or removal of the Subject Improvement.

The Association may, if at all, send notice to the Owners, and Owners' successors, heirs and assigns, demanding that the Subject Improvement be removed for "good cause." For the purposes of this provision, "good cause" shall mean and refer to any circumstances wherein A) it is determined that the existence of the Subject Improvement, and/or this Agreement, increases the cost, expense or burden of the Association in complying with its maintenance, repair or other obligations, B) it is determined by any "competent authority" that the Association was without the right or power to enter into this Agreement and/or to allow the continued existence of the Subject Improvement, C) it is determined by any "competent authority" that the Association, Owners and/or Owners' successors, heirs or assigns have violated any rule, regulation, law or other requirement of any type applicable to, or imposed upon them or the Association, or D) Owners or Owners' successors, heirs or assigns materially breach any term or condition of this Agreement. For purposes of this provision, "competent authority" shall mean and refer to any city, state, local, federal, or any other governmental, or quasi-governmental agency, or any court of law, arbitrator, or similar authority having jurisdiction, police power, or other governmental, regulatory,

administrative or other similar authority or power over the Parties to this Agreement, the Unit, the Association, or any other real property affected by this Agreement.

Within sixty (60) calendar days from the receipt of notice from the Association, the Subject Improvement shall be removed from the Subject Common Property and the Subject Common Property returned to its prior condition at Owners', or Owners' successor's or assign's, sole cost and expense. Such notice from the Association shall be in writing and shall be sent by first-class mail and certified mail, and shall be deemed received three (3) calendar days after being deposited in the United States Mail, postage prepaid, and properly addressed to Owners' last known address.

4. Maintenance of the Subject Improvements. At all times while the Subject Improvement remains in place, Owners, Owners' successors, heirs, agents and assigns, and any subsequent person or entity holding title to the Unit (hereinafter referred to collectively as the "Unit Owners") shall have the obligation to maintain and keep the Subject Improvement in a good state of repair, and in a first-class condition, subject to the reasonable regulation of the Association, and in full compliance with all applicable laws, regulations, ordinances, requirements, etc., of all governmental or quasi-governmental agencies/entities of any nature. Unit Owners shall be responsible for any and all damage to the Subject Common Property and/or other Association Property caused by the Subject Improvement.

5. 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.

6. Insurance. Owners shall, at Owner's sole cost and expense, purchase, and keep in effect, a homeowners' liability insurance policy, covering any and all damage, injury, and liability in connection with the Improvement with minimum coverage limits of One Million Dollars (\$1,000,000.00). Said policy shall be primary as to any Association policy and shall not require any contribution from any Association policy. Proof of said insurance shall be provided to Association prior to installation of the Improvement, and, thereafter, annually or upon request of the Association. The Association and its directors, officers and agents shall be named as additional insured on the policy, if reasonably available.

7. Waiver of Rights. In consideration for being permitted to maintain the Subject Improvement upon the Subject Common Property, Unit Owners hereby waive any prescriptive rights, rights of adverse possession, or any other rights of easement or property rights termination by virtue of the Association's permitting the existence of the Subject Improvement upon the Subject Common Property. Unit Owners also waive any defenses based upon waiver, laches, estoppel or any applicable statute of limitations with respect to the Association's right to compel the removal of the Subject Improvement.

8. Successors in Interest. The provisions of this Agreement shall run with Owners' Unit and the Association Property; shall be binding upon and inure to the benefit of Owners' Unit and the Association Property, and any portion thereof or interest therein; shall be binding upon and inure to the benefit of Owners, Association and all persons having or acquiring any interest in Owners' Unit or the Association Property, any portion thereof or interest therein, and their successive owners and assigns. For so long as a monetary encumbrance has lien priority over this Agreement, Owners and each successive owner of Owners' Unit shall (a) disclose the

existence of this Agreement to each transferee and prospective transferee of Owner's Unit, and (b) require each transferee of Owner's Unit to enter into an assignment and assumption or similar agreement with the transferor whereby such transferees succeed to the obligations of Owner hereunder.

9. Notices. All notices, requests, demands, instructions or other communication given and are made pursuant to this Agreement, shall be personally delivered or mailed by certified or registered first-class mail, return receipt requested with postage prepaid, addressed to the Parties at the last provided address. Any notice or other communication required to be given by this Agreement shall not be required to be given to a successor in interest to Owner unless such Owner has given notice, as provided herein, to Association of his/her/their/its ownership interest in the Unit and of the address to which any such notice or communication is to be directed.

10. Limited Effect of Agreement. This Agreement shall not operate to waive any of the other terms or provisions of the Association's governing documents, as that term is defined in Civil Code Section 4150, and the enforcement thereof, for any purpose except as is specifically set forth herein. This Agreement has no effect upon the Owners' obligation to pay all assessments to the Association. Association hereby retains all of its easements and property rights over the Subject Common Property at or upon the Subject Improvement.

11. Attorney's Fees. In the event an action or alternative dispute resolution is instituted to enforce any of the provisions contained in this Agreement, the prevailing party in such matters shall be entitled to recover from the other party their reasonable attorney's fees and costs of such suit as determined by the court, or by mediation or arbitration, as part of the judgment.

12. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among each Party and their respective representatives, if any. Therefore, the Parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another and should be construed accordingly. Any amendments to this Agreement shall require the written consent of the Owners and the written consent of the Association. Titles and captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter. No provision of this Agreement is to be interpreted for or against either party because that party or legal representative drafted such provision. The parties hereby agree to execute such other document(s) and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement. This Agreement shall be interpreted in accordance and governed in all respects by the laws of the State of California.

13. Representation of Non-Assignment. The Parties hereto warrant to each other that they have not assigned, transferred, conveyed or relieved all or any part of the interest in the property or any claims, rights and duties agreed to herein. The Parties further warrant and represent that they will indemnify and hold the other harmless from any and all claims, causes of action, or rights asserted by any person, corporation, partnership, or other entities with respect to any such assignment, transfer or conveyance of rights or claims.

14. Voluntary Agreement. The Parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents and legal significance thereof, and that they sign the same freely and voluntarily.

15. Executed in Counterparts and Warranty of Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign and in the capacity stated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth below.

**"ASSOCIATION"**

Dated: \_\_\_\_\_, 202\_\_

**TREO MAINTENANCE ASSOCIATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Officer Position: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Officer Position: \_\_\_\_\_

**"OWNERS"**

Dated: \_\_\_\_\_, 202\_\_

\_\_\_\_\_

\_\_\_\_\_

[NOTARY ACKNOWLEDGEMENTS ATTACHED]





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF OWNERS' UNIT**

**CERTIFICATE OF ACKNOWLEDGMENT**

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 \_\_\_\_\_ )

On \_\_\_\_\_ 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.

Signature \_\_\_\_\_

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

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State of California    )  
  ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_ 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.

Signature \_\_\_\_\_

(Seal)



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(Seal)