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PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

CITY OF SAN JOSE; PEOPLE OF THE STATE OF CALIFORNIA; GINDIN-R&B COMPANY, Plaintiffs, vs. MARTIN C. & ROSANNA M. ALVAREZ, *et al*, Defendants.	NO. 1-96-CV 759667 **AMENDED PERMANENT INJUNCTION** Date: December 19, 2013 Time: 9:00 a.m. Dept: 20 Judge: Kevin McKenney

As a result of Plaintiff CITY OF SAN JOSE's motion to modify the injunctions previously issued by the Court pertaining to the properties in the Santee Neighborhood of San Jose identified by Assessor Parcel Number in Exhibit A attached hereto (collectively referred to hereinafter as the "Santee Properties").

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

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AMENDED INJUNCTION

PROPERTY OWNER RESPONSIBILITY

1. Each of the owners of the Santee Properties[1] shall be responsible for conformity with each and all of the terms and conditions of this Amended Injunction relating to the properties that they own.

2. The owners who are part of the neighborhood known as "Walnut Grove" shall attend regular meetings of the Walnut Grove Income Estates Homeowner's Association.

PHYSICAL IMPROVEMENTS

3. The owners shall maintain the Santee Properties in conformity with all applicable laws and regulations concerning the maintenance of their properties, and ensure that the Santee Properties conform to minimum standards of habitability.

4. The owners shall equip and maintain in a state of good repair each and all of the following enumerated items at the Santee Properties:

(a) Posted drug abatement signs on the front and the back sides of each fourplex structure. The drug abatement signs shall be an 11 inch by 17 inch copy of the signs previously furnished by the San Jose City Attorney's Office. The property owners shall be responsible for maintaining the drug abatement signs in a condition of good repair and replacing them as necessary. The signs shall be posted in English, Spanish, Vietnamese and Cambodian, and shall be placed prominently on each structure at the subject property, to the satisfaction and with the prior approval of the designee of the San Jose Police Department;

(b) Posted "NO TRESPASSING-NO LOITERING" signs on the front and back sides of the fourplex structures. The "no trespassing-no loitering" signs shall be an 11 inch by 17 inch copy of the signs previously furnished by the San Jose City Attorney's Office. The property owners shall be responsible for maintaining the "no trespassing" signs in a condition of good repair and replacing them as

[1] The Santee Properties are identified in Exhibit A, attached hereto and made a part hereof by this reference.

necessary. The signs shall be posted in English, Spanish, Vietnamese and Cambodian, and shall be placed prominently on each structure at the subject property, to the satisfaction and with the prior approval of the designee of the San Jose Police Department;

(c) Apartment numbers shall be affixed to the door of each rental unit;

(d) Street address numbers that are plainly visible from both the street and the driveways behind the fourplex properties;

(e) Adequate exterior lighting, to the satisfaction of the City Attorney; and

(f) Fire extinguishing equipment and smoke alarms in compliance with all applicable laws and regulations.

5. Owners of the Santee Properties shall maintain enrollment in the San Jose Police Department's S.T.O.P. ("Stop Trespassing on Public/Private Property") Program, and thereby authorize the San Jose Police Department to enter the Santee Properties to enforce trespassing and other laws. S.T.O.P. Program applications, available via the Police Department's web site, are to be completed and renewed as often as necessary to maintain current enrollment in the program.[2]

PROPERTY MAINTENANCE

6. The owners shall immediately remove any and all existing graffiti at the Santee Properties, and shall thereafter remove any existing graffiti within forty-eight (48) hours.

7. The owners shall immediately provide the following maintenance at and upon the premises of the Santee Properties, said maintenance to be provided on a continual basis:

(a) Remove litter on a daily basis;

(b) Cause garbage to be stored in proper garbage bins with adequate bin capacity; and cause garbage to be removed, as required by the San Jose Municipal

[2] Information about the S.T.O.P. Program and application forms are presently available at http://www.sjpd.org/ReportingCrime/STOP_Program.html.

Code, and eliminate improperly stored and overflowing uncollected garbage within 24 hours;

(c) Cause recyclable materials to be stored in proper recycling bins and to be removed as required by the San Jose Municipal Code, and immediately eliminate and properly dispose of improperly stored items;

(d) Cause proper and daily removal of refrigerators, furniture, and other appliances and debris that are left on the premises of their properties; and

(e) Post towing signs in the parking areas, as required by the contract tow company.

PROPERTY MANAGEMENT

8. The owners are responsible for ensuring that the property manager(s) they retain, if any, perform their duties in conformity with the provisions of this Amended Injunction.

WRITTEN RENTAL APPLICATIONS AND AGREEMENTS

9. The owners shall require and maintain a written Rental Application form for each renter at their properties. The written Rental Application form shall be fully completed for each current tenant and each future tenant applicant, and shall include but not be limited to the following information for each adult over the age of eighteen (18):

(a) Full name, including last name, first name and middle name;

(b) Date of birth;

(c) Photocopies of two (2) forms of identification, including a photo identification; and

(d) Disclosure of any convictions during the past five (5) year period for any felony; any crime involving the sale, use or possession of any controlled substance; and any crime involving vandalism.

10. A copy of the written Rental Application form, which includes each and all of the above provisions 9(a) through 9(d), shall be provided to the City Attorney or his designee upon request, within forty-eight (48) hours.

11. The owners shall require and maintain a written Rental Agreement for each renter at their properties. The written Rental Agreement shall be completed for each existing rental unit, for both current tenants and future tenants. The Rental Agreement shall be fully completed by all of the current and future adult tenants of each rental unit, and shall include but not be limited to the following information, which information shall be kept current and accurate:

(a) The full name of each of the tenants currently residing in each rental unit;

(b) The license plate numbers of tenants' vehicles approved for on-site parking;

(c) A photocopy of a photo identification for each adult tenant;

(d) A rental clause which provides that if there is any change in the residents occupying the rental units subsequent to the execution of the Rental Agreement, the tenants must provide written notice of any and all such changes in both the number and the identity of the new tenant(s) living in that rental unit, and must get approval from the property owner prior to implementing any such change in tenancy;

(e) A rental clause prohibiting subletting of any residential unit without the property owner's written approval, which shall not be unreasonably withheld. The provisions contained herein requiring written rental applications and written rental agreements apply equally to sublessees;

(f) A rental clause limiting the maximum number of occupants for each rental unit, in conformity with all applicable State and local occupancy standards;

(g) A rental clause prohibiting anyone other than the identified and approved tenants from residing at the property;

(h) A rental clause prohibiting any guest of the approved tenants from staying at the property for a period of over thirty (30) days during any calendar year;

(i) A rental clause requiring proper disposal of garbage and separation and deposit of recyclable materials at the property;

(j) A rental clause which provides that if any occupant of a rental unit is found to be selling, possessing, using or under the influence of any controlled substance at the property, or if any of the tenant's visitors to a rental unit are found to be selling, using or under the influence of any controlled substance at the property, then this shall be cause for immediate termination of the rental agreement for all occupants of that rental unit; and

(k) A rental clause that incorporates written tenant "Rules of Conduct" for the tenants.

12. The written Rental Agreement, which includes each and all of the above provisions 11(a) through 11(k), shall be maintained for each rental unit, and shall be immediately provided to the City Attorney or his designee upon request, within forty-eight (48) hours. The information contained in the written Rental Agreement shall be provided to non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the tenant's request. The tenants shall be advised by the property owner of the availability of the written rental agreement in each of these languages.

TENANT IDENTIFICATION

13. The owners shall maintain and make available to the City, upon request, within forty-eight (48) hours, in writing, an updated and current listing identifying each and all of the adult tenants residing at the subject property, as well as copies of the written rental agreements, photocopies of a photo identification for each adult tenant, and tenant "Rules of Conduct."

TENANT RULES OF CONDUCT

14. The owners shall provide all tenants with written "Rules of Conduct." The written "Rules of Conduct" shall be signed by all adult tenants over the age of eighteen (18) at the time that the written rental agreement is executed. The "Rules of Conduct" shall state that the tenants are required to conform to the following standards at the property where they reside:

(a) Comply with all of the terms and conditions of the written rental agreement;

(b) Limit the persons who are residing at the residential units to the persons who are identified and approved for tenancy, and conform with all applicable State and local occupancy standards.;

(c) Comply with all applicable parking provisions and refrain from storing inoperable vehicles;

(d) Properly dispose of garbage, in designated trash receptacles;

(e) Separate and deposit recyclable materials in designated recycling receptacles;

(f) Refrain from littering;

(g) Use appliances and fixtures in the residential units in a safe and proper manner;

(h) Refrain from storing any personal belongings in an unsafe manner on any of the exterior portions of the residential premises;

(i) Refrain from creating unreasonably loud noise;

(j) Refrain from drinking alcoholic beverages in the common areas, including the carports and driveways; and on the adjacent sidewalk area; and

(k) Ensure that the tenant's visitors conduct themselves in conformity with the tenant "Rules of Conduct."

15. The information contained in the tenant "Rules of Conduct" shall be provided to non-English speaking tenants in Spanish, Vietnamese and Cambodian upon the tenant's request. The tenants shall be advised by the property owner of the availability of the tenant Rules of Conduct in each of these languages.

16. Nothing herein requires a property owner to authorize a property manager, if any, to expend funds or initiate legal proceedings on behalf of the owner without express owner approval.

ADDITIONAL RESPONSIBILITIES OF PROPERTY OWNERS

17. In order to maintain compliance with this Amended Injunction, the owners and/or property managers they retain, if any, shall:

(a) Conduct frequent visual inspections of the common areas of the Santee Properties to ensure decent, safe and sanitary living conditions;

(b) Conduct visual inspections of the interior portions of each of the rental units at least once every six (6) months to ensure decent, safe and sanitary living conditions;

(c) Make all repairs and improvements to the Santee Properties needed to maintain the property in conformity with the law and in a habitable condition;

(d) Remove all trash and debris from the common areas of the Santee Properties on a frequent basis;

(e) Take all reasonably necessary steps to ensure that the tenants and visitors at the Santee Properties refrain from conducting any illegal drug related activity or engaging in any other illegal activity at and around the properties, and otherwise ensure conformity with the provisions of this Amended Injunction;

(f) Take all reasonably necessary steps to ensure that the tenants comply with the terms of the written Rental Agreement and the written "Rules of Conduct;"

(g) Report to the San Jose Police Department any and all suspected violations of law by any persons at the Santee Properties;

(h) Take no action that would violate the provisions of this Amended Injunction; and

(i) Maintain a written log documenting compliance with the terms of this Amended Injunction, and immediately make that log available to the City upon request.

TENANT OVERCROWDING

18. The owners shall ensure that the number of tenants per rental unit at their properties does not exceed the maximum number permitted by the Uniform Housing Code and the San Jose Municipal Code.

PARKING RESTRICTIONS AND TOWING

19. The owners shall maintain a parking policy at and upon the premises of the Santee Properties on a continual basis, including the following:

(a) Enforcing parking and towing rules;

(b) Removing abandoned vehicles within twenty-four (24) hours; and

(c) Maintaining a contract with a properly permitted towing company.

20. The owners shall limit the parking spaces at the Santee Properties to tenants and visitors only, with the number of parking spaces per unit assigned in accordance with the written provisions of the Rental Agreement. The owners shall designate on the Rental Agreement the number of parking space(s) assigned to each rental unit. Tenant cars that are approved for parking at the Santee Properties shall have clearly visible tenant parking stickers affixed to the inside rear window of each of the vehicles. Separate areas for tenant parking and for visitor parking shall be clearly identified. "No parking" zones shall be clearly marked. Fire zones shall be identified in consultation with the San Jose Fire Department and in conformity with all applicable laws.

21. The owners shall maintain a contract with a properly permitted towing company for the enforcement of the parking provisions of the Rental Agreement.

SECURITY

22. The owners shall, either individually or collectively, maintain a contract with a professional security service to provide competent security services at the Santee Properties. The security service provider(s) shall be identified by owners and pre-approved by the Court. The owners shall advise the security service provider(s) of each and all of the terms and conditions of this Amended Injunction, and instruct the security service provider(s) to advise the property owner of steps required to maintain the Santee Properties in conformity with the terms and conditions of this Amended Injunction. The owners shall notify the City, in writing, before requesting the court's approval of any changes in security service provider(s).

23. Admiral Security Services, Inc., is hereby approved as the security service provider for the Santee Properties, commencing May 1, 2008. Such approval is conditioned upon, among other items, their ability to:

(a) Provide a minimum of four armed uniformed security guards during the summer months (May 1 through August 30, inclusive) and a minimum of two armed uniformed security guards during the remaining months of the year;

(b) Comply with the minimum state requirements for a security service operator currently set forth in Sections 7582 through 7582.28 and 7583 through 7583.46, inclusive, of the California Business and Professions Code including but not limited to a having a current license to provide security services and a business certificate;

(c) Employ security guards that meet the minimum state requirements currently set forth in Sections 7583 through 7583.46 and 7585 through 7585.20, inclusive, of the California Business and Professions Code, including but not limited to having a current security guard registration and current permit(s) for firearms, batons or any other equipment employed by the security guards; and

(d) Furnish security guards with two-way radios or other communication devices.

24. Property owners who own property in Walnut Woods shall individually contract with Admiral Security Services, Inc., for security services.

25. Property owners who own property in Walnut Grove Income Estates shall, by and through the Walnut Grove Income Estate Homeowners Association, collectively contract with Admiral Security Services, Inc., for security services. The security service contract shall be administered by the Walnut Grove Income Estates Homeowner's Association.

26. As long as such contracts remain in effect, unless otherwise ordered by the Court, property owners and their successors-in-interest shall be deemed to be in compliance with their obligation to retain professional security services.

27. Property owners, by and through the Walnut Grove Income Estates Homeowner's Association, shall monitor Admiral Security Services, Inc., to ensure ongoing compliance with minimum state requirements and all other standards set forth herein and in the Amended Injunction.

28. Property owners, by and through the Walnut Grove Income Estates Homeowner's Association shall, within forty-eight (48) hours of a written request by the City Attorney's Office, provide the City Attorney with documentation to support compliance

with the state minimum requirements and any other standards set forth in the Amended Injunction and by the Court for security service operators and security guards.

29. All property owners shall comply with the security service standards set forth herein.

30. Security issues before the Court are issues of all Santee Properties and therefore the burdens and benefits of the security agreements shall be borne equally by property owners and their successors-in-interest.

RELOCATION OBLIGATION

31. The owners shall provide relocation assistance to the tenants of the subject property, pursuant to San Jose Municipal Code §§17.20.2000, *et seq.*, to the extent that any tenants are displaced within the meaning of San Jose Municipal Code §17.20.2050.

GENERAL PROVISIONS

32. The parties to this Amended Injunction shall bear their own costs and expenses, including attorneys' fees, arising from the imposition of this Amended Injunction, but the City has reserved its right to seek reimbursement of the costs, including attorneys' fees, of monitoring compliance with, and/or enforcement of, this injunction.

JURISDICTION

33. This Court has jurisdiction of the subject matter herein and the parties to this action, and jurisdiction shall be retained for purposes of interpretation and enforcement of the provisions of this Amended Injunction.

APPLICABILITY

34. Each and all of the requirements for compliance with the terms and provisions of this Amended Injunction shall be continuing in nature. The provisions of this Amended Injunction are applicable to the current owners of the Santee Properties, as well as their partners, successors, and assigns; and to all persons, corporations, or other entities acting by, through, under or on behalf of them; and to all persons, corporations, or other entities acting in concert with or participating with the owners with actual or constructive knowledge of this Amended Injunction. The owners shall,

within ten (10) days after the close of escrow, provide the City Attorney's Office with written notice of any and all new buyers or persons, corporations or other entities acquiring the subject property, and shall provide any buyer or other person, corporation or other entity acquiring the subject property with a copy of this Amended Injunction, and with written notice that the buyer or person, corporation or other entity acquiring the subject property is subject to all of the terms and conditions therein.

35. Nothing herein shall preclude the parties from stipulating to alternative or lesser requirements for new property owners in order to facilitate a sale of the subject properties.

DURATION

36. Each and all of the terms and provisions of this Amended Injunction shall be continuing in nature. However, nothing shall prevent any party hereto, or any successor or assign of any party, from seeking further modification to or relief from any or all provisions of this Amended Injunction at any time.

PROHIBITION AGAINST RETALIATION

37. The owners shall not take any unlawful retaliatory or intimidating actions, including but not limited to eviction, against any tenant at the subject property. The owners shall abide by all applicable laws relating to their entry into their tenants' living quarters. The owners shall not retaliate against any tenant as a result of their involvement or participation in this lawsuit, or as a result of any tenant making complaint(s) about the conditions of their fourplex properties; or for their assertion or exercise of rights under law.

DEFINITIONS

38. For purposes of the Amended Injunction, "Santee Properties" shall include the residential and carport structures; the residential grounds; and all of the appurtenances and common areas of the residential properties, including the carports and driveways located behind the residential fourplexes of the properties identified in Exhibit A.

MISCELLANEOUS

39. Nothing herein limits the City of San Jose from taking any other action or seeking any other remedy for violations of the San Jose Municipal Code, including criminal and/or administrative remedies. Nothing limits the applicability or effect, if any, of the principles of res judicata or collateral estoppel.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE KEVIN McKENNEY
JUDGE OF THE SUPERIOR COURT

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1321 Carnelian	477-28-057
1322 Carnelian	477-32-184
1329 Carnelian	477-28-056
1330 Carnelian	477-32-185
1339 Carnelian	477-28-055
1340 Carnelian	477-32-186
1351 Carnelian	477-28-054
1352 Carnelian	477-32-187
1359 Carnelian	477-28-053
1360 Carnelian	477-32-188
1371 Carnelian	477-28-052
1372 Carnelian	477-32-189
1379 Carnelian	477-28-051
1380 Carnelian	477-32-177
1387 Carnelian	477-28-050
1388 Carnelian	477-32-190
1404 Carnelian	477-32-191
1405 Carnelian	477-28-049
1411 Carnelian	477-28-048
1412 Carnelian	477-32-192

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1423 Carnelian	477-28-047
1435 Carnelian	477-28-046
1436 Carnelian	477-32-180
1323 Crucero	477-28-045
1324 Crucero	477-28-089
1328 Crucero	477-28-088
1332 Crucero	477-28-086
1334 Crucero	477-28-087
1338 Crucero	477-28-085
1339 Crucero	477-32-181
1344 Crucero	477-28-084
1550 Crucero	477-32-126
1558 Crucero	477-32-125
1566 Crucero	477-32-124
1574 Crucero	477-32-123
1582 Crucero	477-32-122
1588 Crucero	477-32-121
1594 Crucero	477-32-120
1604 Crucero	477-32-119
1612 Crucero	477-32-118
1620 Crucero	477-32-117

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1628 Crucero	477-32-116
1640 Crucero	477-32-115
1652 Crucero	477-32-114
1352 Dubert	477-32-163
1353 Dubert	477-32-162
1360 Dubert	477-32-164
1368 Dubert	477-32-165
1369 Dubert	477-32-160
1376 Dubert	477-32-166
1377 Dubert	477-32-159
1384 Dubert	477-32-167
1385 Dubert	477-32-158
1392 Dubert	477-32-168
1393 Dubert	477-32-157
1400 Dubert	477-32-169
1401 Dubert	477-32-156
1408 Dubert	477-32-170
1409 Dubert	477-32-155
1416 Dubert	477-32-171
1417 Dubert	477-32-154
1424 Dubert	477-32-172

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1425 Dubert	477-32-153
1432 Dubert	477-32-173
1433 Dubert	477-32-152
1441 Dubert	477-32-151
1448 Dubert	477-32-175
1449 Dubert	477-32-150
1328 Santee	477-28-058
1338 Santee	477-32-182
1351 Tami Lee	477-32-139
1359 Tami Lee	477-32-138
1360 Tami Lee	477-32-140
1367 Tami Lee	477-32-137
1368 Tami Lee	477-32-141
1375 Tami Lee	477-32-136
1376 Tami Lee	477-32-142
1382 Tami Lee	477-32-143
1383 Tami Lee	477-32-135
1391 Tami Lee	477-32-134
1398 Tami Lee	477-32-144
1399 Tami Lee	477-32-133

EXHIBIT A
Santee Properties

PROPERTY ADDRESS	APN NUMBER
1406 Tami Lee	477-32-145
1407 Tami Lee	477-32-132
1414 Tami Lee	477-32-146
1415 Tami Lee	477-32-131
1422 Tami Lee	477-32-147
1423 Tami Lee	477-32-130
1430 Tami Lee	477-32-148
1431 Tami Lee	477-32-129
1438 Tami Lee	477-32-149
1439 Tami Lee	477-32-138
1447 Tami Lee	477-32-127