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20 Attorneys for Plaintiff

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 COUNTY OF TULARE – CIVIL DIVISION

23 TULARE MEDICAL CENTER PROPERTY  
24 OWNERS ASSOCIATION,

25 Plaintiff,

26 vs.

27 LEOPOLDO VALDIVIA, an individual;  
28 JENNIFER VALDIVIA, an individual;  
FAMILY PLANNING ASSOCIATES  
MEDICAL GROUP, INC., a California  
corporation; and DOES 1 through 25, inclusive,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Tulare  
**09/30/2024**  
By: Maria Ledesma,  
Deputy Clerk

**Case Management Conference**

01/29/2025 08:30 AM - Department 07

To obtain an ADR packet please visit the court's website.

<https://www.tulare.courts.ca.gov/divisions/civil>

**Assigned to Judicial Officer**

**Gary M Johnson**

**For All Purposes**

Case No. VCU313532

UNLIMITED CIVIL CASE

COMPLAINT FOR INJUNCTIVE RELIEF

1 Plaintiff alleges:

2 **THE PARTIES**

3 1. Plaintiff, TULARE MEDICAL CENTER PROPERTY OWNERS ASSOCIATION  
4 (“Plaintiff” or “TMCPOA”) is an unincorporated association.

5 2. Defendant, LEOPOLDO VALDIVIA (“Dr. Valdivia”), is an individual who is  
6 believed to be a resident of Tulare County, California.

7 3. Defendant JENNIFER VALDIVIA (“Mrs. Valdivia”), is an individual who is  
8 believed to be a resident of Tulare County, California.

9 4. FAMILY PLANNING ASSOCIATES MEDICAL GROUP, INC. (“FPA”), is a  
10 California Corporation, organized under the laws of the State of California.

11 5. Plaintiff does not know the true names and capacities of defendants sued herein as  
12 Does 1 through 25, inclusive, and, therefore, sues such defendants by fictitious names. Plaintiff is  
13 informed and believes, and thereon alleges, that each of the fictitiously named defendants is  
14 legally responsible in some manner for the damages alleged herein. Plaintiff will amend this  
15 complaint to allege the true names and capacities of these defendants when ascertained.

16 6. At all times relevant to this action, each defendant, including those fictitiously  
17 named, was the agent, servant, employee, partner, joint venturer, or surety of the other defendants  
18 and was acting within the scope of said agency, employment, partnership, venture, or suretyship  
19 with the knowledge and consent or ratification of each of the other defendants in doing the things  
20 alleged herein.

21 **JURISDICTION AND VENUE**

22 7. Defendants Dr. Valdivia and Mrs. Valdivia own the real property located at 1068 N  
23 Cherry Street, City of Tulare, County of Tulare, State of California (the “subject property”). (A  
24 true and correct copy of the Deed is attached hereto as Exhibit 1 and incorporated herein by  
25 reference.)

26 8. Jurisdiction and venue are proper because the facts and circumstances giving rise to  
27 this Complaint, along with the location of the properties at issue, occurred in and/or is situated in  
28 the City of Tulare, County of Tulare, State of California.

1  
2 **NATURE OF THE ACTION**

3 9. On or about March 29, 1991, a “Declaration of Covenants, Conditions, and  
4 Restrictions of Tulare Medical Center” was recorded in Tulare County at the office of the Tulare  
5 County Recorder, as Document Number 18463. (A true and correct copy of the CC&Rs are  
6 attached hereto as Exhibit 2 and incorporated herein by reference.)

7 10. On or about December 13, 1991, a “Declaration of Annexation” added real  
8 property to the “Declaration of Covenants, Conditions, and Restrictions of Tulare Medical Center”  
9 (“CC&Rs”) was recorded in Tulare County at the office of the Tulare County Recorder, as  
10 Document Number 84712. (A true and correct copy of the Declaration of Annexation re CC&Rs is  
11 attached hereto as Exhibit 3 and incorporated herein by reference)

12 11. The CC&Rs were established and recorded by the Tulare Local Hospital District  
13 and declared that “all of the properties” and specifically units are subject to the CC&Rs “shall be  
14 held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions  
15 which are for the purpose of protecting the value and desirability of the properties, and which shall  
16 run with the properties, and which shall be binding on all parties having any right, title, or interest  
17 in the properties or any part thereof, their heirs, successors, and assigns, and shall inure to the  
18 benefit of each owner thereof.”

19 12. Plaintiff is appointed in the CC&Rs and authorized to seek judicial enforcement of  
20 the CC&Rs.

21 13. The subject property is one of the properties that is specified in the CC&Rs and is  
22 specifically subjected to the CC&Rs.

23 14. The CC&Rs include the following restrictions:

24  
25 **Section 7.01.** All parcels in this phase of the development shall be  
26 used only for medically related fields and not detrimental to the  
27 TULARE LOCAL HOSPITAL DISTRICT. The decision of the  
28 declarant or thereafter the Board as whether a use is medically related  
or detrimental to said hospital shall be final, nor shall any unit be used  
for the following types of practices: abortion clinic, drug or alcohol  
care unit (including methadone clinics), emergency ward, surgi-

center, chiropractory and herbal medicine. The Board shall have no authority to grant variances or exceptions from the restrictions imposed by this section 7.01.

\*\*\*\*

**Section 7.04.** No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the complex. All garbage shall be kept in sanitary containers and screened from view. All premises shall be maintained in an orderly fashion.

15. In or about January 2024, TMCPOA became aware that Dr. Valdivia and Mrs. Valdivia were considering leasing the subject property to FPA.

16. FPA describes itself as “California’s leading provider of safe and effective family planning and abortion services”<sup>1</sup>. FPA’s website also lists the following “types of abortion care that we provide”<sup>2</sup>:

The screenshot shows the FPA Women's Health website. The header includes the logo, navigation links for Abortion, Birth Control, Gynecology, Telehealth, More Info, and Locations, and a 'BOOK ONLINE' button. The main content area is titled 'WHAT WE OFFER' and features a heading 'What abortion options are available?'. Below this heading, there is a sub-heading 'Depending on the number of weeks into your pregnancy, there are different abortion options. Below are the types of abortion care that we provide.' The main content is organized into two rows of four cards each. The top row cards are: 'Abortion by Mail', 'Medication Abortion (In-Office)', 'Surgical Abortion', and 'Abortion for Out-of-State Patients'. The bottom row cards are: 'Aborto por Correo', 'Aborto con Medicamentos (En el Consultorio)', 'Aborto Quirúrgico', and 'Aborto para Pacientes Fuera del Estado'. Each card includes an image and a right-pointing arrow.

<sup>1</sup> <https://www.fpawomenshealth.com/abortion/abortion-out-state-patients> September 25, 2024

<sup>2</sup> [Abortion Services & Abortion Pills | FPA Women's Health \(fpawomenshealth.com\)](https://www.fpawomenshealth.com/abortion-services) September 25, 2024

1           17.     TMCPOA caused a letter to be sent to Dr. Valdivia and Mrs. Valdivia on or about  
2 February 1, 2024, advising that FPA would not be permitted to operate at the subject property due  
3 to the restrictions imposed by the CC&Rs. (A true and correct copy of this letter is attached hereto  
4 as Exhibit 4.) Per Section 7.01, the board of the Association decided that such use proposed by  
5 the Valdivias or their tenant FPA of providing abortions did not comport with the CC&Rs and did  
6 not fulfill the purpose of the medical complex. Moreover, the CC&Rs expressly state: the “Board  
7 shall have no authority to grant variances or exceptions from the restrictions imposed by this  
8 section 7.01.”

9           18.     Thereafter, counsel for TMCPOA and counsel for Dr. Valdivia and Mrs. Valdivia  
10 engaged in further written correspondence concerning the proposed lease of the subject property to  
11 FPA, and the applicability of the CC&Rs. Throughout this correspondence, counsel for TMCPOA  
12 advised counsel for Dr. Valdivia and Mrs. Valdivia that if Dr. Valdivia and Mrs. Valdivia  
13 proceeded with leasing the subject property to FPA, TMCPOA would seek to enforce the CC&Rs.

14           19.     Counsel for TMCPOA also advised counsel for Dr. Valdivia and Mrs. Valdivia that  
15 even the prospect of FPA operating at the subject property had already caused a nuisance for other  
16 property owners within the Tulare Medical Center Property Owners Association community. This  
17 nuisance had taken the form of picketers and protesters whose demonstrations had interfered with  
18 the use and quiet enjoyment of other property owners and tenants subject to the CC&Rs (the  
19 “neighbors”). Counsel for TMCPOA also advised counsel for Dr. Valdivia and Mrs. Valdivia that  
20 local media coverage had focused on FPA’s possible use of the subject property and the  
21 community reaction. (A true and correct copy of this letter is attached hereto as Exhibits 5, 6.)

22           20.     This unwanted attention on the subject property and owners in the subject property  
23 not related to the medical purposes of the subject property, TMCPOA, and the neighbors  
24 constitutes a nuisance, particularly as the neighbors own and/or operate medical and health-related  
25 businesses that are subject to the CC&Rs, with (prospective) patients and clients who may be  
26 understandably reluctant to seek medical help in an area that is under a public microscope and  
27 controversy.  
28



1 21. In a further effort to resolve their dispute without litigation, TMCPOA and Dr.  
2 Valdivia and Mrs. Valdivia participated in ADR, specifically mediation, however were unable to  
3 reach a resolution.

4 22. TMCPOA is informed and believes and thereon alleges that Dr. Valdivia and Mrs.  
5 Valdivia have leased the subject property to FPA in a knowing violation of the CC&Rs.

6 23. On or about September 18, 2024, FPA posted the following message on their public  
7 Instagram account (user: @fpawomenshealth): “Tulare, here we come! We are so proud to expand  
8 our presence in the Central Valley . . . We begin seeing patients in Tulare on October 1<sup>st</sup>. We can’t  
9 WAIT to see you there!” The announcement was accompanied by an image that included a list of  
10 services being offered at the “New Location”. **Abortion is prominently advertised...the first**  
11 **service described is “Abortion”.** The address of the “New Location” as 1068 N Cherry St. Tulare  
12 CA 93274 – the subject property. (A true and correct copy of this Instagram post is found below,  
13 September 25, 2024, and is attached hereto as Exhibit 7 and incorporated herein by reference.)

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CALIFORNIA'S LEADING PROVIDER  
IN-CLINIC & TELEHEALTH  
WOMEN'S HEALTH CARE

**FPA** WOMEN'S HEALTH  
Your Choice Since 1969

**New Location!**  
**TULARE, CA**

- Abortion
- Annual Exams
- Birth Control
- Cervical Cancer Screening
- Condoms
- Emergency Contraception
- HIV Screening
- Implant or IUD
- Pap Smears
- PEP & PrEP
- STI Screening & Treatment
- Telehealth
- Vaginitis Screening

SCAN OUR  
QR CODE NOW  
TO BOOK AN  
APPOINTMENT

OPENING DATE  
OCTOBER 1ST

Se Habla  
Español

1068 N Cherry St  
Tulare CA 93274

WWW.FPAWOMENSHEALTH.COM 559-233-0990

1  
2 24. TMCPOA is informed and believes and thereon alleges that FPA intends to use the  
3 subject property to undertake activities not provided per the governing documents as early as  
4 October 1, 2024, and that barring the intervention of a court order, FPA will in fact do so.

5 **FIRST CAUSE OF ACTION**

6 (Preliminary Injunctive Relief and Permanent Injunctive Relief)

7 (Against All Defendants)

8 25. Plaintiff reallege paragraphs 1 through 24, inclusive, of this complaint as if fully set  
9 forth herein.

10 26. Beginning in or about February 2024, Plaintiff advised Dr. Valdivia and Mrs.  
11 Valdivia that their proposed lease agreement with FPA (“the lease”) would be in violation of the  
12 CC&Rs (“notice of violation”).

13 27. Prior to executing the lease, FPA was aware of the notice of violation, the existence  
14 and content of the CC&Rs, and TMCPOA’s threatened enforcement action for said violation of  
15 the CC&Rs.

16 28. As of the date of this Complaint, Dr. Valdivia and Mrs. Valdivia have refused to  
17 abide by the CC&Rs in that they executed and appear intent on providing their unit for lease to an  
18 abortion clinic, notwithstanding the fact that they know FPA intends to use the subject property in  
19 such a way that will violate the CC&Rs.

20 29. The CC&Rs include the following enforcement provision:

21 **Injunctive Relief**

22 Section 6.01. In the event of any violation or threatened violation by  
23 any party, lessee, or occupant of any part of the office complex of any  
24 of the terms: restrictions, covenants, and conditions provided herein,  
25 either of the parties or their respective successors or assigns to all or  
26 any part of their property, will have in addition to the right to collect  
27 damages, the right to enjoin such violation or threatened violation in a  
28 court of competent jurisdiction. Prior to the commencement of any  
such action, written notice of the violation will be given to the other  
party or other person responsible for such.

1           30. Plaintiff has provided notice of the violation of the CC&Rs herein complained of  
2 and is entitled to preliminary and permanent injunctive relief to enjoin such actual and threatened  
3 violations of the CC&Rs.

4           31. The conduct of Defendants (actual and threatened), unless and until enjoined and  
5 restrained by order of this Court, will cause great and irreparable injury to Plaintiffs as abortion  
6 services will be provided in direct violation of the CC&Rs. Plaintiff reasonably expected that the  
7 subject property would not be used for abortions due to the explicit prohibition of the CC&Rs.

8           32. Plaintiff also reasonably expects that the subject property will also not be used for  
9 drug or alcohol care unit (including methadone clinics), an emergency ward, a surgi-center, a  
10 chiropractor, or herbal medicine per the CC&Rs.

11           33. This violation has and will, among other things, create a nuisance, continue to draw  
12 controversy this is avoidable to the subject property and its neighbors, and adversely impact the  
13 latter's businesses and clientele.

14           34. Plaintiff does not have an adequate remedy at law for the damage that is threatened  
15 as no amount of money can prevent or rectify the immediate and immeasurable harm posed by the  
16 actions of Defendants as described herein.

17           35. The governing documents give the Plaintiff the power and duty to enforce the  
18 governing documents' provisions, including those provisions violated by Defendants.

19           36. As a proximate result of Defendants' violation of the governing documents, the  
20 Plaintiff has incurred additional expenses and incidental damages to be proven at trial.

21           WHEREFORE, Plaintiff prays for judgment as set forth below.  
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**PRAYER**

WHEREFORE, Plaintiff prays for judgment as follows:

1. For a temporary restraining order, a preliminary and permanent injunction prohibiting Defendants, any purported agents or representatives, either directly or indirectly, including through third persons or entities, from violating or continuing to violate the CC&Rs by providing abortion services at the subject property;
2. For a preliminary and permanent injunction mandating Defendants cease and desist and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, or for them from taking any action in violation of the CC&Rs by providing abortion services at the subject property;
3. That Defendant FPA be ordered and compelled to not provide abortion services at the subject property and fully comply with the CC&Rs;
4. Damages and Costs of suit;
5. For such other and further relief as the court considers just and proper to enforce the recorded CC&Rs.

Dated: September 27, 2024

BRAUN GOSLING,  
A LAW CORPORATION

By:   
\_\_\_\_\_  
DOUGLAS A. GOSLING, ESQ.  
SAM VAN EERDEN, ESQ.  
Attorneys for TULARE MEDICAL  
CENTER PROPERTY OWNERS  
ASSOCIATION

**EX. 1**

Order No.  
Escrow No. 92390TA  
Loan No.  
RECORDING REQUESTED BY:  
First American Title Company  
WHEN RECORDED MAIL TO:

LEOPOLDO VALDIVIA  
JENNIFER VALDIVIA  
576 CAMELIA  
TULARE, CA 93274

Tula



2001-0052747

Recorded Official Records County Of Tulare  
GREGORY B. HARDCASTLE Recorder  
REC FEE 10.00  
TAX 53.35  
08:00AM 20-Jul-2001  
DH Page 1 of 2

DOCUMENTARY TRANSFER TAX \$ ~~53.35~~ 53.35

Computed on the consideration or value of property conveyed; OR  
 Computed on the consideration or value less liens or encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

As declared by the undersigned Grantor  
Signature of Declarant or Agent determining tax - Firm Name

170-102-035

### GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**TULARE LOCAL HOSPITAL DISTRICT**

hereby GRANT(S) to

**LEOPOLDO VALDIVIA and JENNIFER VALDIVIA, as Community Property, with right of survivorship**

the real property in the City of **TULARE**  
County of **TULARE**, State of California, described as

LOT 9 OF TRACT TULARE MEDICAL CENTER UNIT NO. 2, IN THE CITY OF TULARE OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED AUGUST 26, 1991 IN BOOK 35, PAGE 28 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated May 29, 2001

STATE OF CALIFORNIA }  
COUNTY OF Tulare }ss.

On July 13, 2001 before me,  
Telesca Alves  
personally appeared Robert Montion

TULARE LOCAL HOSPITAL DISTRICT

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

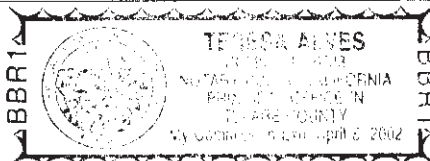
By: [Signature]  
**Robert Montion, Administrator**

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/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.  
WITNESS my hand and official seal.

Signature [Signature]

MAIL TAX STATEMENTS TO:

SAME AS ABOVE



(This area for official notarial seal)

ESCROW NO. 92390TA

Dated: July 13, 2001

Property: APN 170-102-035

The undersigned acknowledge that it is their intent to vest title to the property as Community Property With Right of Survivorship.

Leopoldo Valdivia, PO  
LEOPOLDO VALDIVIA

Date: 7/16/01

Jennifer Valdivia  
JENNIFER VALDIVIA

Date: 7-16-01

Subscribed and Sworn to before me, the undersigned Notary Public in and for said State, this 16<sup>th</sup> day of July, 2001

Signature [Handwritten Signature]



EX. 2

18463

(21)

RECORDED AT REQUEST OF  
TICOR TITLE INS. CO.  
TIME 2:00 FEE 1.00

Recording Requested by  
and Return to:

MAR 29 1991

Tulare Local District Hospital  
869 Cherry Street  
Tulare, CA., 93274

OFFICIAL RECORDS  
KINGS COUNTY, CALIFORNIA

Attn: Jerry W. Boyter

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
TULARE MEDICAL CENTER

170-010-00-54.03.01 INCL  
TO 54.03.04 INCL  
170-010-00-54.02.01 TO 54.02.05 INCL

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ARTICLE XI	PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO	17

Prepared by:

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2929 West Main, Suite A  
Visalia, California 93291  
Telephone: (209) 733-5770



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
TULARE MEDICAL CENTER

THIS DECLARATION made on the date hereinafter set forth by TULARE LOCAL HOSPITAL DISTRICT, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Tulare, County of Tulare, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein as fully as if set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties above-described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the properties, and which shall run with the properties, and which shall be binding on all parties having any right, title, or interest in the properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to TULARE MEDICAL CENTER PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 1.04. "Maintained Area" shall mean that cross-hatched or shaded area as shown on the Tulare Medical Center Unit No. 1 subdivision map recorded on February 12, 1991.

Section 1.05. "Parcel" shall mean and refer to any plot of land or parcel shown upon any recorded map of the properties.

Section 1.06. "Declarant" shall mean and refer to TULARE LOCAL HOSPITAL DISTRICT, and its successors and assigns.

## ARTICLE II

### EASEMENTS

#### Easements for Ingress and Egress and Other Purposes

Section 2.01. There shall be non-exclusive easements appurtenant to each parcel for ingress and egress to and from each such parcel in, over and through the project as shown in the shaded area of the Tulare Medical Center Unit No. 1 subdivision map recorded on February 12, 1991, and easements for parking, support, maintenance and encroachment as specified in the deed or bylaw and said map.

#### Non-Exclusive Easements

Section 2.02. There shall be non-exclusive easements appurtenant to each parcel for the installation, control, maintenance and repair of utilities.

#### Easements Granted by Association

Section 2.03. The association shall have the power to grant and convey to any third party easements and rights of way in, on, over or under the easement area in the Tulare Medical Center Unit No. 1 subdivision map recorded on February 12, 1991, for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, and other purposes, public sewers, storm water drains, and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a parcel herein, expressly consents to such easement. However, no such easements can be granted if it would interfere with the use, occupancy, or enjoyment by any owner of his parcel or any exclusive easements over any area appurtenant to the parcel.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Every owner of a parcel which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to assessment.

Section 3.02. The association shall have two classes of voting membership:

Class A

Class A members shall be all owners with the exception of the declarant and shall be entitled to one vote for each parcel owned after the first assessment has been levied. When more than one person holds an interest in any parcel, all such persons shall be members. The vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any parcel.

Class B

The Class B member(s) shall be the declarant and shall be entitled to three (3) votes for each parcel owned after the first assessment has been levied. The Class B membership shall forever cease to exist when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

After the conversion of Class B to Class A shares, the vote or written assent of a bare majority of the total voting power of the association as well as the vote or written assent of a prescribed majority of the total voting power of members other than the declarant shall be required for actions by the association.

**ARTICLE IV**

COVENANT FOR MAINTENANCE ASSESSMENTS

Agreement to Pay

Section 4.01. The declarant covenants and agrees for each parcel owned by the declarant in the project that is expressly made subject to assessments as set forth in this declaration, and each owner by acceptance of a deed covenants and agrees for each parcel owned, to pay to the association the regular and special assessments levied in accordance with the provisions of this declaration, and to allow the association to enforce any assessment lien established in accordance with the provisions of this declaration by nonjudicial proceedings under a power of sale or by any other means authorized by law.

Purpose of Assessments

Section 4.02. The assessments levied by the association shall be to maintain all landscaping located on each lot not

enclosed by fences, hedges or walls; to maintain all streets, parking areas, and provide trash removal; and to maintain the sanitary sewer, water and storm drain pipelines and appurtenances.

Provisions Describing Procedures to  
Establish Regular Assessments

Section 4.03. Not more than ninety (90) days nor less than sixty (60) days before the end of the current fiscal year, the board shall meet for the purposes of establishing the regular annual assessment for the forthcoming fiscal year. At such meeting the board shall review the preliminary pro forma operating budget prepared in accordance with the provisions of the bylaws herein relating to preparation and distribution of financial statements, reports and copies of governing instruments, any written comments received from members and mortgagees and such other related information that has been made available to the board. After making any adjustments that the board considers appropriate, the board, subject to the restrictions described in this provision and without the requirement for a vote of the owners, shall establish the regular assessment for the forthcoming fiscal year.

Unless the association is exempt from federal and state income taxes, including without limitation an exemption under Internal Revenue Code Section 528 and Revenue and Taxation Code Section 23701t, all reserve funds to the extent possible, shall be designated and accounted for as capital contributions to the association, and the board shall take such steps as may be reasonably necessary under federal and state tax laws to prevent the reserve funds from being taxed as income of the association, including, if necessary, maintaining the reserve funds in segregated accounts and not commingling their funds with general operating funds.

Notwithstanding any other provision in this declaration to the contrary, the board may not (1) establish a regular assessment for any fiscal year more than ten (10%) percent above the regular assessment or the association's preceding fiscal year, or (2) establish special assessments which in the aggregate exceed five (5%) percent of the budgeted gross expenses of the association for that fiscal year, without a majority vote of approval by the owners at a duly held meeting of the members of the association. The foregoing restrictions do not apply to any assessment increase that has been established (1) to maintain or repair the maintained area or any other area that the association is obligated to maintain or repair, or (2) to address emergency situations. Costs for maintenance or repair of maintained areas or other areas that the association is obligated to maintain or

repair shall include, without limitation: insurance premiums, utility bills, costs of maintaining or repairing structures or improvements and costs to fund reserves.

Declarant's Limited Exemption from  
Assessment During Construction

Section 4.04. Notwithstanding the provisions of Section 4.03, declarant or any other owner shall not be obligated to pay any portion of a regular or special assessment that is for the purpose of defraying expenses and establishing reserves directly attributable to the existence and the use of any parcel that does not include a structural improvement for human occupancy until a notice of completion of a structural improvement on that parcel has been recorded in the county recorder office or until the expiration of 120 days after the issuance of a building permit for the structural improvement, whichever shall first occur. This assessment exemption includes, but is not limited to, assessments levied for the following purposes: exterior landscaping and refuse disposal.

Division of Assessments

Section 4.05. All assessments, both annual and special, shall be charged to and divided among the lots based on a square footage calculation, as follows: the numerator shall be the square footage of each lot, the denominator shall be the square footage of all lots of the then current phase. This fraction shall be multiplied by the annual assessment to determine the annual assessment for each lot.

Individual Charges

Section 4.06. The owner of each unit shall also be charged from time to time for all fines, penalties, and damage to which such owner is subject as the result of violation of the terms of this declaration, any association rules, for damage caused to the maintained areas by the negligence or willful misconduct of such owner and for such other liability, indebtedness or other obligation of the owner to the association arising under the provisions of this declaration. Notice of all individual charges shall be given by the board to the owner within fifteen (15) days of the adoption of the amount to be charged such owner. Individual charges shall be due and payable within thirty (30) days following written notice thereof by the board.

Such actions by the board shall be authorized only after the procedures for notice and hearing, satisfying the minimum requirements of Section 7341 of the Corporations Code as set out under Article II, Section 2.01(a), are followed with respect to

the accused member before a decision to impose discipline is reached.

No charges made pursuant to this paragraph shall be considered assessments which may become a lien against an owner's interest in the center. The association shall, however, have the right to exercise any judicial remedy at law available to the association to collect individual charges.

#### Assessment Period

Section 4.07. Unless the board determines otherwise, the association's fiscal year shall be a calendar year, and the regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of that year, provided that the first regular assessment period for all parcels in any phase shall commence on the first day of the calendar month following the date of the closing of the first conveyance of a parcel, in that phase, and shall terminate on December 31 of that year. The regular assessment shall be payable in equal monthly installments unless the board adopts some other method for payment. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the board adopts some other method for payment.

#### Due Dates, Late Charges, and Interest

Section 4.08. At least ten (10) days prior to the commencement of any regular or special assessment, the board shall give each owner written notice of the amount of assessment, and the due date (or due dates if paid in installments, and the amount of each installment). The notice need only be given once for any assessment paid in installments. Unless the board specifies otherwise, the installment due dates shall be the first day of each month.

Any assessment period, including any installment payment, shall become delinquent if payment is not received by the association within ten (10) days after its due date. There shall be a late charge of ten (10%) percent or Ten (\$10) Dollars, whichever is greater. A late charge may not be imposed more than once on any delinquent payment, but it shall not eliminate or supersede any charges imposed on prior delinquent payments.

Interest shall also accrue on any delinquent payment at the rate of twelve (12%) percent per annum. Interest shall commence thirty (30) days after the assessment becomes due.



Requirement for Estoppel Certificate

Section 4.09. Within ten (10) days of the mailing or delivery of a written request by any owner, the board shall provide the owner with a written statement containing the following information: (i) whether to the knowledge of the association, the owner or the owner's parcel is in violation of any of the provisions of this declaration, the articles, bylaws, or association rules; (ii) the amount of regular and special assessments, including installment payments, paid by the owner during the fiscal year the request is received; and (iii) the amount of any assessments levied against the owner's parcel that are unpaid as of the date of the statement, including any late charges, interest, or costs of collection that as of the date of the statement are or may be made a lien against the owner's parcel as provided by this declaration, the articles, bylaws or association rules.

Association's Power to Sue and  
To Establish Assessment Lien

Section 4.10. The association has the right to collect and enforce assessments. In addition to the enforcement powers described in Section 4.06, the association may enforce delinquent assessments including delinquent installments by suing the owner directly on the debt established by the assessment or by establishing a lien against the owner's parcel as provided in Section 4.11 and foreclosing the lien through either judicial proceedings or nonjudicial proceedings under a power of sale as provided in Section 4.12. The association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien against the owner's parcel for the delinquent assessment. In any action instituted by the association to collect delinquent assessments, accompanying late charges, or interest, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

Creation of Assessment Lien

Section 4.11. A delinquent assessment or installment, together with any accompanying late charges, interest, costs (including reasonable attorneys' fees), and penalties as may be authorized under this declaration shall become a lien on the parcel against which the assessment was levied on the recordation of a notice of delinquent assessment in the office of the county recorder of the county in which the parcel is located. The notice shall describe the amount of the delinquent assessment or installment, the related charges authorized by this declaration, a description of the parcel, the name of the owner, and, if the lien is to be enforced by power of sale under nonjudicial

foreclosure proceedings, the name and address of the trustee authorized by the association to enforce the lien by sale. The notice shall be signed by an officer of the association, or any employee or agent of the association authorized to do so by the board.

Unless the board considers the immediate recording of the notice to be in the best interests of the association, the notice shall not be recorded until fifteen (15) calendar days after the association has delivered a written notice of default and demand for payment. If the delinquent assessment or installment and related charges are paid or otherwise satisfied, the association shall record a notice of satisfaction and release of lien.

#### Foreclosure Under Assessment Lien

Section 4.12. The board may enforce any assessment lien established under Section 4.11 by filing an action for judicial foreclosure or, if the notice of delinquent assessment contained the name and address of the trustee authorized by the association to enforce the lien by nonjudicial foreclosure, by recording a notice of default in the form described in California Civil Code Section 2924(b)(1) to commence a nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted in accordance with the requirements of Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h that apply to nonjudicial foreclosures of mortgages or deeds of trust. The sale shall be conducted by the trustee named in the notice of delinquent assessment or by a trustee substituted in accordance with the provisions of Civil Code Section 2934a. The association may bid on the parcel at the sale, and may hold, lease, mortgage, and convey the acquired parcel. If the default is cured before the sale, or before completing a judicial foreclosure, including payment of all costs and expenses incurred by the association, the association shall record a notice of satisfaction and release of lien, and of receipt of a written request by the owner, a notice of rescission of the declaration of default and demand for sale.

#### Subordination of Lien to Mortgages

Section 4.13. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or first trust deed against the interests of the owner. Sale or transfer of any parcel shall not affect the assessment lien. However, transfer of any parcel as the result of the exercise of a power of sale or a judicial foreclosure involving default of the first encumbrance shall extinguish the lien of assessments which were due and payable prior to such sale or transfer. No such sale or transfer shall relieve the new owner (whether it be the former beneficiary of the first encumbrance or another

person) from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

#### Extent of Control

Section 5.01. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the premises, nor shall any exterior addition to or change or alteration, including, but not limited to exterior color, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Association, or by an architectural committee composed of three (3) representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be conclusively presumed to be made and this Article will be deemed to have been fully complied with.

#### The Committee

Section 5.02. (a) A committee for the control of structural, exterior and landscaping architecture and design ("Architectural Control Committee") within the project, shall be established, consisting of three (3) persons. Declarant may, at declarant's sole option, appoint all of the original committee persons to the Architectural Control Committee and all replacements until January 1, 1993.

(b) Thereafter, the declarant may reserve to itself the power to appoint the majority of the members of the committee until ninety (90%) percent of all interests in the overall development have been sold or until January 1, 2000.

(c) Thereafter, the governing body of the association shall have the power to appoint all of the members of the Architectural Control Committee.

(d) Members appointed to the Architectural Control Committee by the governing body shall be from the membership of the association. Members appointed to the Committee by the declarant need not be members of the association.

(e) The Architectural Control Committee shall adopt architectural standards which they shall deliver to each property owner. The Architectural Control Committee can vary the standards at any time upon vote of a majority of the then Committee, without further notice to the members of the Association.

#### Completion of Work

Section 5.03. Upon receipt of approval from the Committee, the owner shall as soon as practicable proceed with commencement and completion of the work described in his or her application. If the owner shall fail to commence such work within (1) year of the date of approval, the approval shall be deemed revoked unless the Committee has, prior to expiration of the one-year period, issued a written permit for the extension of time for the commencement of work. In any event, the exterior of any building shall be fully completed and enclosed and the surrounding premises cleaned up no later than the second October following the commencement of construction of said building.

### ARTICLE VI

#### ENFORCEMENT

##### Injunctive Relief

Section 6.01. In the event of any violation or threatened violation by any party, lessee, or occupant of any part of the office complex of any of the terms, restrictions, covenants, and conditions provided herein, either of the parties or their respective successors or assigns to all or any part of their property, will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the other party or other person responsible for such.

##### Notice as Prerequisite to Default

Section 6.02. A party will not be in default under this article except under such provisions as require the performance of an act on or before a specific date or within a specified period of time, unless the party has been given a written notice specifying the default and (a) fails to cure it within the period of thirty (30) days, or (b) commences to cure the default within such period of time, and if the default cannot be cured within the specified times above in (a), if he thereafter does not diligently proceed to complete the curing of the default.

Breach Will Not Permit Termination

Section 6.03. It is expressly agreed that no breach of this declaration will entitle any party to cancel, rescind, or otherwise terminate this declaration by reason of the breach of this declaration.

Breach Will Not Defeat Mortgage

Section 6.04. A breach of any of the terms, conditions, covenants and restrictions of this declaration will not defeat or render invalid the lien of any institutional first mortgage or institutional first deed of trust, made in good faith and for value, but such terms, conditions, covenants or restrictions will be binding on and effective against any of the parties whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

Severability

Section 6.05. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Term

Section 6.06. The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for a successive period of fifty (50) years.

Amendment

Section 6.07. (1) If a two-class voting structure is still in effect these restrictions can be amended only with the vote or written consent of members entitled to cast at least fifty-one (51%) percent of the voting power of each class of membership in the association.

(2) If a two-class voting structure is no longer in effect in the association because of the conversion of Class B membership to Class A membership, as provided in this declaration, these restrictions can be amended only with the voter or written consent of members entitled to cast at least fifty-one (51%) percent of the voting power of the association.

(3) Notwithstanding the above, the percentage of a quorum of the voting power of the association or of members other than the declarant necessary to amend a specific

clause or a provision in the articles of this association shall not be less than the prescribed percentage of affirmative votes required for action to be taken under this clause.

#### ARTICLE VII

##### GENERAL AREA COVENANTS

##### Land Use

Section 7.01. All parcels in this phase of the development shall be used only for medically related fields and not detrimental to the TULARE LOCAL HOSPITAL DISTRICT. The decision of the declarant or thereafter the Board as whether a use is medically related or detrimental to said hospital shall be final, nor shall any unit be used for the following types of practices: abortion clinic, drug or alcohol care unit (including methadone clinics), emergency ward, surgi-center, chiropractory and herbal medicine. The Board shall have no authority to grant variances or exceptions from the restrictions imposed by this Section 7.01.

##### Minimum Building Size

Section 7.02. The minimum building size of the footprint of any building shall be 1,200 square feet.

##### Easements

Section 7.03. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as dedicated by separate document. All electric and telephone services shall come underground from the main service lines to the building served.

##### Nuisances

Section 7.04. No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the complex. All garbage shall be kept in sanitary containers and screened from view. All premises shall be maintained in an orderly fashion.

##### Signs

Section 7.05. No sign of any kind shall be displayed to the public view except for such signs as shall be approved by the board of directors of the Property Owners Association.



### Lighting

Section 7.06. Each parcel shall provide and operate one free-standing outdoor site lighting as approved by the board of directors of the Property Owners Association and pay for the cost of said lighting and the electricity to it.

### Parking

Section 7.07. Parking shall be restricted as designated by rules of the association adopted by the board of directors herein.

### Landscape Requirement

Section 7.08. There shall be a minimum landscape requirement on each parcel as is shown on the Tulare Medical Center subdivision map recorded February 12, 1991.

### Roofs

Section 7.09. Roofs shall be of a metal composition, blue in color, where the roof is exposed to view. Only mansard or gable roofs shall be allowed.

### Required Completion

Section 7.10. On all parcels in this phase of development, a building permit must be issued for each parcel within one (1) year of the close of escrow of the original sale of that parcel and further, that a notice of completion must be recorded within two (2) years of the close of escrow of said parcel. If during said time frame above described, a building permit or a certificate of completion is not issued or recorded, then an assessment of \$100 per month per parcel shall commence against said parcel on the thirtieth day after a thirty-day written notice has been delivered to the then owner of said parcel.

## ARTICLE VIII

### EXTERIOR MAINTENANCE

Section 8.01. It shall be the responsibility of each owner to maintain his own premises as follows:

(a) Painting or staining of the exterior of the building when needed. The decision as when the painting or staining shall be done shall be made by majority decision of the Board of Directors.

(b) Keeping the premises in an orderly fashion and removing all garbage, trash, rubbish or other waste materials, including maintenance of any fences, walls, roofs, and landscaping located behind walls and fences on individually owned premises.

Any change in the exterior of the property shall be approved by the Architectural Control Committee as provided in Article V of these restrictions.

In the event an owner of any parcel in the center shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the board of directors, the association, after following the minimum requirements of Section 7341 of the California Corporations Code which are set out in Article II, Section 2.01(a), shall have the right, through its agents and employees, to enter upon said parcel and to rebuild, maintain, and restore the parcel and exterior of the buildings, including painting or staining the exterior and any other improvements erected thereon. The cost of such exterior maintenance shall be charged to the owner of such parcel and if not paid by such owner, the association may exercise any judicial remedy at law available for the collection of such charges.

## ARTICLE IX

### WALLS

#### Introduction

Section 9.01. The owners of Units 6 and 7, 8, 3 and 4, 1 and 2, in the first phase of the complex collectively, and each unit owner individually, will have a vested interest in the continued existence of this system of walls in a manner consistent with the original concept of architectural design as shown on Tulare Medical Center Unit No. 1 final map. Accordingly, this Declaration creates a number of rights and obligations on the part of the owners, intended to accomplish this purpose.

#### Definitions Regarding Walls

Section 9.02. There will be two distinct types of walls constructed on the property. They are defined as follows:

(a) "Party Wall" means a wall located on a line separating two lots.

(b) "Structural Wall" means a portion of a party wall, which is a part of a commercial structure, so that one side of the wall is part of the interior of the structure (referred to

herein as "the interior of the wall") and the other side is a boundary fence for the neighboring lot (referred to herein as the "exterior of the wall").

(c) The term "wall" refers to the two types of walls defined physically located substantially parallel to and within twelve (12) inches of a lot line, it being the intention of this Declaration to constitute such walls as party walls whether they are physically located wholly on the lot of one owner, or on the boundary line and jointly on both lots.

#### Rules Applicable to Party Walls

Section 9.03. (a) Ownership of Party Walls. Each party wall or portion thereof shall be owned by the joint owner of the lot on which the wall or portion thereof is located. Notwithstanding the ownership of the walls, all walls of the type defined herein as party walls shall constitute party walls in which the adjoining owners shall have the rights, benefits, burdens, and obligations provided herein.

(b) Maintenance and Decoration of Party Walls. Each lot owner shall do nothing which may alter, damage, impair, or tend to alter, damage, or impair, the structural integrity of the wall. Each lot owner may landscape the side of the party wall facing his or her lot and shall have an easement to landscape and for ingress and egress over, under and through any portion of a neighboring lot, up to twelve (12) inches in width, located on the side of the party wall facing his or her lot (i.e. between the party wall and his or her lot line). The owner of a lot adjoining the exterior of a structural wall shall not drive any nails, screws, bolts, or other objects into the structural wall to a depth of more than three (3) inches and shall not erect or maintain within four (4) feet of a structural wall any structure which may impede or interfere with any necessary maintenance, repairs, or restoration of the structural wall.

(c) Damage to Party Walls. If any party wall is damaged or destroyed through the act of a lot owner, whose lot adjoins such wall or any of his clients, guests, or agents (whether or not such act is negligent or otherwise culpable), so as to deprive the other adjoining lot owner or owners of the full use and enjoyment of such wall, then the first of the aforementioned owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, at their joint and equal expense provided that the owner of the structure in which any damaged or destroyed structural wall is located shall bear all expenses of rebuilding or repairing structural walls. In the event of a dispute between lot owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of

the cost thereof, such lot owners shall submit the matter to binding arbitration to, and under the rules of the American Arbitration Association.

(d) Easement for Repair of Structural Walls. There is specifically reserved upon each lot adjoining the exterior of a structural wall as the servient tenement, for the benefit of the adjoining lot on which the structural wall and structure is located and the owner thereof as dominant tenement, an easement of four (4) feet on and over the servient tenement to perform such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair or restoration of the structural wall and the structure of which it is a part, and an easement for ingress and egress to perform such work. The owner of the dominant tenement shall have no liability for damage to or removal of any structures, decoration or landscaping erected within four (4) feet of a structural wall, which is necessarily occasioned by such work.

(e) Alteration. No additions, alterations, repairs, or restorations to any walls shall be commenced, erected, or maintained, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been approved in writing by all owners whose lots adjoin the wall.

#### Right of Contribution Runs With Land

Section 9.04. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

#### Arbitration

Section 9.05. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

### ARTICLE X

#### UTILITIES

Section 10.01. The rights and duties of the owners of the parcels with respect to sanitary sewer and water, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever sanitary sewer connections and/or water connections or electricity, gas, or telephone lines are installed

within the complex, which connections or any portion thereof lie in or upon parcels owned by other than the owner of a parcel served by said connections, the owner of any parcel served by said connections and the applicable public utility company shall have the right, and are hereby granted an easement to the full extent necessary therefor to enter upon the parcel or to have the utility companies enter upon the parcels in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connection as and when these same may be necessary as set forth below.

(b) Whenever sanitary sewer connections and/or water connections or electricity, gas or telephone lines are installed within the center, which connections serve more than one parcel, the owner of each parcel served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his parcel.

(c) Where the developer has brought utilities to each parcel, those locations shall be deemed acceptable by the owners of each parcel, and if they need to be moved from the location brought by the developer, it shall be at the parcel owner's expense.

(d) In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the costs thereof, then, upon written request of one of such owners addressed to the association, the matter shall be submitted to the board of directors who shall decide the dispute, and the decision of the board shall be final and conclusive on the parties. If any of the disputing owners is a member of the board of directors, he (they) shall not be entitled to vote on such issue. The remaining non-disputing board members shall temporarily appoint another owner to serve on the board solely for the purpose of voting on such dispute.

#### ARTICLE XIII

##### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 12.01. Phase I. The real property which shall be held, used, leased, sold and conveyed subject to this declaration is the property referred to herein as Phase I.

Section 12.02. Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this declaration by any of the methods set forth hereafter.

Section 12.03. Procedure for Annexation. The real property described in Exhibit "B" or any portion thereof may be annexed to the project and made subject to this declaration at the written election of the declarant (or by the successors in title to such real property) made at any time and from time to time within three (3) years following the most recent phase of the project. Such election shall be made by the recording of a supplement to this declaration (the "Supplement"). The supplement shall describe the real property to be annexed, shall state that it is being effected pursuant to the terms of this declaration for the purpose of annexing the property described in the supplement to the project. Any supplement recorded in accordance with the terms of this section shall be conclusive in favor of all persons who relied on it in good faith. Upon filing the supplement in accordance with the provisions of this declaration, the real property described in the supplement shall be part of the project and subject to the provision of this declaration, and to the rights and powers of the association pursuant to the terms of this declaration, the articles and the bylaws, and thereafter all of the owners of lots constituting a portion of said annexed real property shall automatically be members of the association, with voting rights commencing on the date regular assessments commence. Regular and special assessments with respect to said annexed real property shall commence at the time and to the extent described in Section 4.03 hereof. Any additional common area shall be conveyed to the association. Declarant in such supplement shall expressly reserve for the benefit of all property which may from time to time be covered by this declaration, reciprocal easements of use, enjoyment, access, ingress and egress. Such easements may be used by declarant, its successors, purchasers, and all owners of parcels, their guests, tenants, and invitees for sidewalks, walkways, vehicular access and such other purposes reasonably necessary to the use and enjoyment of all lots in the development. The supplement may contain such complimentary additions, amendments and modifications to this declaration as may be necessary to reflect the different character, if any, of the real property being annexed as are not inconsistent with the general scheme of this declaration or which are required by any institutional first mortgagee to make parcels in the center eligible for mortgage purchase, guarantee or insurance. Notwithstanding the foregoing, no supplement may (a) cause substantial increase in the common area or recreational area costs and expenses then being borne by owners which was not previously disclosed or the phase of the development in which an owner purchased his parcel, or (b) otherwise materially adversely affect the rights of owner, without prior affirmative vote or written consent of at least sixty-six and two-thirds (66-2/3%) percent of each class of members entitled to vote and their first mortgagees.





**EXHIBIT "A"**

Parcels 1 through 8 of that certain subdivision known as Tulare Medical Center, Unit No. 1, located in the City of Tulare, County of Tulare, State of California, as per Map recorded in Book 34 Page 94 of Maps in the office of the County Recorder of said County.



EX. 3

Recording Requested by  
When recorded mail to  
PHILIP T. HORNBURG  
2929 W. Main, Suite A  
Visalia, CA 93291

84712

BEFORE THE BOARD OF DIRECTORS

OF

THE TULARE LOCAL HOSPITAL DISTRICT

RESOLUTION #635

#1395  
RECORDED IN OFFICIAL RECORDS OF  
TULARE COUNTY, CALIFORNIA

DEC 13 1991  
TIME 3:00 PM PER [Signature]  
TULARE COUNTY RECORDER

WHEREAS, THIS DECLARATION OF ANNEXATION is made by TULARE LOCAL HOSPITAL DISTRICT ("Declarant") as of this 27th day of November, 1991.

R E C I T A L S

A. WHEREAS, On March 29, 1991, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions of TULARE MEDICAL CENTER (the "Declaration") dated March 18, 1991, as Instrument No. 18463 in the office of the Tulare County Recorder. The Declaration directly affected Parcels 1 through 8, inclusive, of that certain tract known as Tulare Medical Center, Unit No. 1, in the City of Tulare, County of Tulare, State of California, as per map recorded in Book 34, Page 94 of Maps in the office of the Tulare County Recorder, and

B. WHEREAS, Article XII of the Declaration provides that additional real property, including the area described below, may be annexed by Declarant and become a part of the Project subject to the provisions of the declaration and jurisdiction of the TULARE MEDICAL CENTER PROPERTY OWNERS ASSOCIATION ("Association"). The property to be annexed at this time under said Article XII is owned by Declarant and is described as follows:

Annexed Parcels:

Parcels 1 through 10, inclusive, of Tulare Medical Center Unit No. 2, of the City of Tulare, County of Tulare, State of California, as per Map recorded in Book 35, Page 28 of Maps, Tulare County Records, and

WHEREAS, Parcels 1 through 10, inclusive, as described above, are hereinafter collectively referred to as the "Annexed Parcels" or individually as an "Annexed Parcel," and

C. WHEREAS, by this Declaration of Annexation, the Declarant intends to cause the Annexed Parcels to become subject to the Declaration, upon the terms and conditions stated herein.

NOW THEREFORE, It is hereby declared that the Annexed Parcels shall be held, sold, conveyed, and used subject to the Declaration on the following terms and conditions:

1. The term "Properties" as defined in Section 1.03 of the Declaration and as used throughout said Declaration shall include the Annexed Parcels.

2. The term "Parcel" as defined in Section 1.05 of the Declaration and as used throughout the Declaration shall include the Annexed Parcels and shall be used for medically related purposes as stated in Section 7.01 of the Declaration.

3. There shall be non-exclusive easements appurtenant to each Annexed Parcel and to the original parcels for ingress and egress to and from each such parcel, in, over and through the project and shown in the shaded area of the Tulare Medical Center Unit No. 2 Subdivision Map recorded on August 26, 1991, and the easements for parking, support, maintenance and encroachment as specified in the Declaration, the Deed, Bylaws and said Map referred to herein.

4. Notwithstanding any other provision of this Declaration of Annexation or the Declaration, regular, special or other assessments with respect to the annexed real property shall commence on, but not before, the first day of the month following the close of escrow for the first sale of an Annexed Parcel.

5. Attached hereto as Exhibit "A" is Declarant's undertaking in accordance with 10 Calif. Admin. Code Section 2792.27(b)(5).

6. Pursuant to Section 12.03 of the original Declaration of Covenants, Conditions and Restrictions of TULARE MEDICAL CENTER UNIT NO. 1, dated March 18, 1991, and recorded as Instrument No. 18463 in the office of the Tulare County Recorder, this annexation is made within three (3) years following the original issuance of a final subdivision public report by the California Commissioner of Real Estate for TULARE MEDICAL CENTER UNIT NO. 1, which was the most recent phase of the project.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

PASSED AND ADOPTED by an unanimous vote of those present at a regular meeting of the Board of Directors of the Tulare Local Hospital District on November 27, 1991.

  
Clarence Padham, President,  
Tulare Local Hospital District

ATTEST:

  
Patricia T. Ross, Secretary,  
Tulare Local Hospital District

**EXHIBIT "A"**

**AGREEMENT**

THE UNDERSIGNED, being the Declarant named in the Declaration of Annexation to which this Agreement is attached, hereby agrees that it will, upon closing of the sale of the first Parcel referred to in said Declaration of Annexation, pay to the TULARE MEDICAL CENTER PROPERTY OWNERS ASSOCIATION, an amount equal to these reserves for replacement or deferred maintenance of the Common Area improvements and the Common Facilities Area improvements within the real property described in said Declaration of Annexation necessitated by or arising out of the use and occupancy of the residences under any rental program conducted by Declarant (or its predecessors in interest) which has been in effect for not less than one (1) year prior to the date of closing of said first Parcel.

Dated: November 27, \_\_\_\_\_, 1991

TULARE LOCAL HOSPITAL DISTRICT

By *Clarence Podhem*

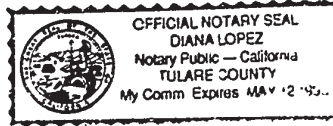
STATE OF CALIFORNIA

COUNTY OF TULARE

On November 27, 1991 before me, the undersigned, a Notary Public, personally appeared Clarence Padham, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Diana Lopez  
Notary Public



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY Diana Lopez  
DATE COMMISSION EXPIRES May 12, 1995  
PLACE OF EXECUTION Tulare County, California  
DATE 12/13/91 SIGNATURE Judy Owens

18463

(21)

RECORDED AT REQUEST OF  
TICOR TITLE INS. CO.  
TIME 2:00 FEE 1.00

Recording Requested by  
and Return to:

Tulare Local District Hospital  
869 Cherry Street  
Tulare, CA., 93274

MAR 29 1991

OFFICIAL RECORDS  
KINGS COUNTY, CALIFORNIA

Attn: Jerry W. Boyter

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
TULARE MEDICAL CENTER

170-010-00-54.03.01 INCL  
170-010-00-54.02.01 TO 54.02.05 INCL

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Prepared by:

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
TULARE MEDICAL CENTER

THIS DECLARATION made on the date hereinafter set forth by TULARE LOCAL HOSPITAL DISTRICT, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Tulare, County of Tulare, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein as fully as if set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties above-described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the properties, and which shall run with the properties, and which shall be binding on all parties having any right, title, or interest in the properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to TULARE MEDICAL CENTER PROPERTY OWNERS ASSOCIATION, its successors and assigns.

Section 1.02. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.03. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto.

Section 1.04. "Maintained Area" shall mean that cross-hatched or shaded area as shown on the Tulare Medical Center Unit No. 1 subdivision map recorded on February 12, 1991.

Section 1.05. "Parcel" shall mean and refer to any plot of land or parcel shown upon any recorded map of the properties.



Section 1.06. "Declarant" shall mean and refer to TULARE LOCAL HOSPITAL DISTRICT, and its successors and assigns.

## ARTICLE II

### EASEMENTS

#### Easements for Ingress and Egress and Other Purposes

Section 2.01. There shall be non-exclusive easements appurtenant to each parcel for ingress and egress to and from each such parcel in, over and through the project as shown in the shaded area of the Tulare Medical Center Unit No. 1 subdivision map recorded on February 12, 1991, and easements for parking, support, maintenance and encroachment as specified in the deed or bylaw and said map.

#### Non-Exclusive Easements

Section 2.02. There shall be non-exclusive easements appurtenant to each parcel for the installation, control, maintenance and repair of utilities.

#### Easements Granted by Association

Section 2.03. The association shall have the power to grant and convey to any third party easements and rights of way in, on, over or under the easement area in the Tulare Medical Center Unit No. 1 subdivision map recorded on February 12, 1991, for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, and other purposes, public sewers, storm water drains, and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a parcel herein, expressly consents to such easement. However, no such easements can be granted if it would interfere with the use, occupancy, or enjoyment by any owner of his parcel or any exclusive easements over any area appurtenant to the parcel.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Every owner of a parcel which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any parcel which is subject to assessment.

Section 3.02. The association shall have two classes of voting membership:

Class A

Class A members shall be all owners with the exception of the declarant and shall be entitled to one vote for each parcel owned after the first assessment has been levied. When more than one person holds an interest in any parcel, all such persons shall be members. The vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any parcel.

Class B

The Class B member(s) shall be the declarant and shall be entitled to three (3) votes for each parcel owned after the first assessment has been levied. The Class B membership shall forever cease to exist when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

After the conversion of Class B to Class A shares, the vote or written assent of a bare majority of the total voting power of the association as well as the vote or written assent of a prescribed majority of the total voting power of members other than the declarant shall be required for actions by the association.

**ARTICLE IV**

COVENANT FOR MAINTENANCE ASSESSMENTS

Agreement to Pay

Section 4.01. The declarant covenants and agrees for each parcel owned by the declarant in the project that is expressly made subject to assessments as set forth in this declaration, and each owner by acceptance of a deed covenants and agrees for each parcel owned, to pay to the association the regular and special assessments levied in accordance with the provisions of this declaration, and to allow the association to enforce any assessment lien established in accordance with the provisions of this declaration by nonjudicial proceedings under a power of sale or by any other means authorized by law.

Purpose of Assessments

Section 4.02. The assessments levied by the association shall be to maintain all landscaping located on each lot not

enclosed by fences, hedges or walls; to maintain all streets, parking areas, and provide trash removal; and to maintain the sanitary sewer, water and storm drain pipelines and appurtenances.

Provisions Describing Procedures to  
Establish Regular Assessments

Section 4.03. Not more than ninety (90) days nor less than sixty (60) days before the end of the current fiscal year, the board shall meet for the purposes of establishing the regular annual assessment for the forthcoming fiscal year. At such meeting the board shall review the preliminary pro forma operating budget prepared in accordance with the provisions of the bylaws herein relating to preparation and distribution of financial statements, reports and copies of governing instruments, any written comments received from members and mortgagees and such other related information that has been made available to the board. After making any adjustments that the board considers appropriate, the board, subject to the restrictions described in this provision and without the requirement for a vote of the owners, shall establish the regular assessment for the forthcoming fiscal year.

Unless the association is exempt from federal and state income taxes, including without limitation an exemption under Internal Revenue Code Section 528 and Revenue and Taxation Code Section 23701t, all reserve funds to the extent possible, shall be designated and accounted for as capital contributions to the association, and the board shall take such steps as may be reasonably necessary under federal and state tax laws to prevent the reserve funds from being taxed as income of the association, including, if necessary, maintaining the reserve funds in segregated accounts and not commingling their funds with general operating funds.

Notwithstanding any other provision in this declaration to the contrary, the board may not (1) establish a regular assessment for any fiscal year more than ten (10%) percent above the regular assessment or the association's preceding fiscal year, or (2) establish special assessments which in the aggregate exceed five (5%) percent of the budgeted gross expenses of the association for that fiscal year, without a majority vote of approval by the owners at a duly held meeting of the members of the association. The foregoing restrictions do not apply to any assessment increase that has been established (1) to maintain or repair the maintained area or any other area that the association is obligated to maintain or repair, or (2) to address emergency situations. Costs for maintenance or repair of maintained areas or other areas that the association is obligated to maintain or

repair shall include, without limitation: insurance premiums, utility bills, costs of maintaining or repairing structures or improvements and costs to fund reserves.

Declarant's Limited Exemption from  
Assessment During Construction

Section 4.04. Notwithstanding the provisions of Section 4.03, declarant or any other owner shall not be obligated to pay any portion of a regular or special assessment that is for the purpose of defraying expenses and establishing reserves directly attributable to the existence and the use of any parcel that does not include a structural improvement for human occupancy until a notice of completion of a structural improvement on that parcel has been recorded in the county recorder office or until the expiration of 120 days after the issuance of a building permit for the structural improvement, whichever shall first occur. This assessment exemption includes, but is not limited to, assessments levied for the following purposes: exterior landscaping and refuse disposal.

Division of Assessments

Section 4.05. All assessments, both annual and special, shall be charged to and divided among the lots based on a square footage calculation, as follows: the numerator shall be the square footage of each lot, the denominator shall be the square footage of all lots of the then current phase. This fraction shall be multiplied by the annual assessment to determine the annual assessment for each lot.

Individual Charges

Section 4.06. The owner of each unit shall also be charged from time to time for all fines, penalties, and damage to which such owner is subject as the result of violation of the terms of this declaration, any association rules, for damage caused to the maintained areas by the negligence or willful misconduct of such owner and for such other liability, indebtedness or other obligation of the owner to the association arising under the provisions of this declaration. Notice of all individual charges shall be given by the board to the owner within fifteen (15) days of the adoption of the amount to be charged such owner. Individual charges shall be due and payable within thirty (30) days following written notice thereof by the board.

Such actions by the board shall be authorized only after the procedures for notice and hearing, satisfying the minimum requirements of Section 7341 of the Corporations Code as set out under Article II, Section 2.01(a), are followed with respect to

the accused member before a decision to impose discipline is reached.

No charges made pursuant to this paragraph shall be considered assessments which may become a lien against an owner's interest in the center. The association shall, however, have the right to exercise any judicial remedy at law available to the association to collect individual charges.

#### Assessment Period

Section 4.07. Unless the board determines otherwise, the association's fiscal year shall be a calendar year, and the regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of that year, provided that the first regular assessment period for all parcels in any phase shall commence on the first day of the calendar month following the date of the closing of the first conveyance of a parcel, in that phase, and shall terminate on December 31 of that year. The regular assessment shall be payable in equal monthly installments unless the board adopts some other method for payment. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the board adopts some other method for payment.

#### Due Dates, Late Charges, and Interest

Section 4.08. At least ten (10) days prior to the commencement of any regular or special assessment, the board shall give each owner written notice of the amount of assessment, and the due date (or due dates if paid in installments, and the amount of each installment). The notice need only be given once for any assessment paid in installments. Unless the board specifies otherwise, the installment due dates shall be the first day of each month.

Any assessment period, including any installment payment, shall become delinquent if payment is not received by the association within ten (10) days after its due date. There shall be a late charge of ten (10%) percent or Ten (\$10) Dollars, whichever is greater. A late charge may not be imposed more than once on any delinquent payment, but it shall not eliminate or supersede any charges imposed on prior delinquent payments.

Interest shall also accrue on any delinquent payment at the rate of twelve (12%) percent per annum. Interest shall commence thirty (30) days after the assessment becomes due.

Requirement for Estoppel Certificate

Section 4.09. Within ten (10) days of the mailing or delivery of a written request by any owner, the board shall provide the owner with a written statement containing the following information: (i) whether to the knowledge of the association, the owner or the owner's parcel is in violation of any of the provisions of this declaration, the articles, bylaws, or association rules; (ii) the amount of regular and special assessments, including installment payments, paid by the owner during the fiscal year the request is received; and (iii) the amount of any assessments levied against the owner's parcel that are unpaid as of the date of the statement, including any late charges, interest, or costs of collection that as of the date of the statement are or may be made a lien against the owner's parcel as provided by this declaration, the articles, bylaws or association rules.

Association's Power to Sue and  
To Establish Assessment Lien

Section 4.10. The association has the right to collect and enforce assessments. In addition to the enforcement powers described in Section 4.06, the association may enforce delinquent assessments including delinquent installments by suing the owner directly on the debt established by the assessment or by establishing a lien against the owner's parcel as provided in Section 4.11 and foreclosing the lien through either judicial proceedings or nonjudicial proceedings under a power of sale as provided in Section 4.12. The association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien against the owner's parcel for the delinquent assessment. In any action instituted by the association to collect delinquent assessments, accompanying late charges, or interest, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

Creation of Assessment Lien

Section 4.11. A delinquent assessment or installment, together with any accompanying late charges, interest, costs (including reasonable attorneys' fees), and penalties as may be authorized under this declaration shall become a lien on the parcel against which the assessment was levied on the recordation of a notice of delinquent assessment in the office of the county recorder of the county in which the parcel is located. The notice shall describe the amount of the delinquent assessment or installment, the related charges authorized by this declaration, a description of the parcel, the name of the owner, and, if the lien is to be enforced by power of sale under nonjudicial



foreclosure proceedings, the name and address of the trustee authorized by the association to enforce the lien by sale. The notice shall be signed by an officer of the association, or any employee or agent of the association authorized to do so by the board.

Unless the board considers the immediate recording of the notice to be in the best interests of the association, the notice shall not be recorded until fifteen (15) calendar days after the association has delivered a written notice of default and demand for payment. If the delinquent assessment or installment and related charges are paid or otherwise satisfied, the association shall record a notice of satisfaction and release of lien.

#### Foreclosure Under Assessment Lien

Section 4.12. The board may enforce any assessment lien established under Section 4.11 by filing an action for judicial foreclosure or, if the notice of delinquent assessment contained the name and address of the trustee authorized by the association to enforce the lien by nonjudicial foreclosure, by recording a notice of default in the form described in California Civil Code Section 2924(b)(1) to commence a nonjudicial foreclosure. Any nonjudicial foreclosure shall be conducted in accordance with the requirements of Civil Code Sections 2924, 2924b, 2924c, 2924f, 2924g, and 2924h that apply to nonjudicial foreclosures of mortgages or deeds of trust. The sale shall be conducted by the trustee named in the notice of delinquent assessment or by a trustee substituted in accordance with the provisions of Civil Code Section 2934a. The association may bid on the parcel at the sale, and may hold, lease, mortgage, and convey the acquired parcel. If the default is cured before the sale, or before completing a judicial foreclosure, including payment of all costs and expenses incurred by the association, the association shall record a notice of satisfaction and release of lien, and of receipt of a written request by the owner, a notice of rescission of the declaration of default and demand for sale.

#### Subordination of Lien to Mortgages

Section 4.13. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or first trust deed against the interests of the owner. Sale or transfer of any parcel shall not affect the assessment lien. However, transfer of any parcel as the result of the exercise of a power of sale or a judicial foreclosure involving default of the first encumbrance shall extinguish the lien of assessments which were due and payable prior to such sale or transfer. No such sale or transfer shall relieve the new owner (whether it be the former beneficiary of the first encumbrance or another



person) from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

#### Extent of Control

Section 5.01. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the premises, nor shall any exterior addition to or change or alteration, including, but not limited to exterior color, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Association, or by an architectural committee composed of three (3) representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be conclusively presumed to be made and this Article will be deemed to have been fully complied with.

#### The Committee

Section 5.02. (a) A committee for the control of structural, exterior and landscaping architecture and design ("Architectural Control Committee") within the project, shall be established, consisting of three (3) persons. Declarant may, at declarant's sole option, appoint all of the original committee persons to the Architectural Control Committee and all replacements until January 1, 1993.

(b) Thereafter, the declarant may reserve to itself the power to appoint the majority of the members of the committee until ninety (90%) percent of all interests in the overall development have been sold or until January 1, 2000.

(c) Thereafter, the governing body of the association shall have the power to appoint all of the members of the Architectural Control Committee.

(d) Members appointed to the Architectural Control Committee by the governing body shall be from the membership of the association. Members appointed to the Committee by the declarant need not be members of the association.

(e) The Architectural Control Committee shall adopt architectural standards which they shall deliver to each property owner. The Architectural Control Committee can vary the standards at any time upon vote of a majority of the then Committee, without further notice to the members of the Association.

#### Completion of Work

Section 5.03. Upon receipt of approval from the Committee, the owner shall as soon as practicable proceed with commencement and completion of the work described in his or her application. If the owner shall fail to commence such work within (1) year of the date of approval, the approval shall be deemed revoked unless the Committee has, prior to expiration of the one-year period, issued a written permit for the extension of time for the commencement of work. In any event, the exterior of any building shall be fully completed and enclosed and the surrounding premises cleaned up no later than the second October following the commencement of construction of said building.

### ARTICLE VI

#### ENFORCEMENT

##### Injunctive Relief

Section 6.01. In the event of any violation or threatened violation by any party, lessee, or occupant of any part of the office complex of any of the terms, restrictions, covenants, and conditions provided herein, either of the parties or their respective successors or assigns to all or any part of their property, will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the other party or other person responsible for such.

##### Notice as Prerequisite to Default

Section 6.02. A party will not be in default under this article except under such provisions as require the performance of an act on or before a specific date or within a specified period of time, unless the party has been given a written notice specifying the default and (a) fails to cure it within the period of thirty (30) days, or (b) commences to cure the default within such period of time, and if the default cannot be cured within the specified times above in (a), if he thereafter does not diligently proceed to complete the curing of the default.

Breach Will Not Permit Termination

Section 6.03. It is expressly agreed that no breach of this declaration will entitle any party to cancel, rescind, or otherwise terminate this declaration by reason of the breach of this declaration.

Breach Will Not Defeat Mortgage

Section 6.04. A breach of any of the terms, conditions, covenants and restrictions of this declaration will not defeat or render invalid the lien of any institutional first mortgage or institutional first deed of trust, made in good faith and for value, but such terms, conditions, covenants or restrictions will be binding on and effective against any of the parties whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

Severability

Section 6.05. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Term

Section 6.06. The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for a successive period of fifty (50) years.

Amendment

Section 6.07. (1) If a two-class voting structure is still in effect these restrictions can be amended only with the vote or written consent of members entitled to cast at least fifty-one (51%) percent of the voting power of each class of membership in the association.

(2) If a two-class voting structure is no longer in effect in the association because of the conversion of Class B membership to Class A membership, as provided in this declaration, these restrictions can be amended only with the voter or written consent of members entitled to cast at least fifty-one (51%) percent of the voting power of the association.

(3) Notwithstanding the above, the percentage of a quorum of the voting power of the association or of members other than the declarant necessary to amend a specific

clause or a provision in the articles of this association shall not be less than the prescribed percentage of affirmative votes required for action to be taken under this clause.

#### ARTICLE VII

##### GENERAL AREA COVENANTS

##### Land Use

Section 7.01. All parcels in this phase of the development shall be used only for medically related fields and not detrimental to the TULARE LOCAL HOSPITAL DISTRICT. The decision of the declarant or thereafter the Board as whether a use is medically related or detrimental to said hospital shall be final, nor shall any unit be used for the following types of practices: abortion clinic, drug or alcohol care unit (including methadone clinics), emergency ward, surgi-center, chiropractory and herbal medicine. The Board shall have no authority to grant variances or exceptions from the restrictions imposed by this Section 7.01.

##### Minimum Building Size

Section 7.02. The minimum building size of the footprint of any building shall be 1,200 square feet.

##### Easements

Section 7.03. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as dedicated by separate document. All electric and telephone services shall come underground from the main service lines to the building served.

##### Nuisances

Section 7.04. No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the complex. All garbage shall be kept in sanitary containers and screened from view. All premises shall be maintained in an orderly fashion.

##### Signs

Section 7.05. No sign of any kind shall be displayed to the public view except for such signs as shall be approved by the board of directors of the Property Owners Association.

### Lighting

Section 7.06. Each parcel shall provide and operate one free-standing outdoor site lighting as approved by the board of directors of the Property Owners Association and pay for the cost of said lighting and the electricity to it.

### Parking

Section 7.07. Parking shall be restricted as designated by rules of the association adopted by the board of directors herein.

### Landscape Requirement

Section 7.08. There shall be a minimum landscape requirement on each parcel as is shown on the Tulare Medical Center subdivision map recorded February 12, 1991.

### Roofs

Section 7.09. Roofs shall be of a metal composition, blue in color, where the roof is exposed to view. Only mansard or gable roofs shall be allowed.

### Required Completion

Section 7.10. On all parcels in this phase of development, a building permit must be issued for each parcel within one (1) year of the close of escrow of the original sale of that parcel and further, that a notice of completion must be recorded within two (2) years of the close of escrow of said parcel. If during said time frame above described, a building permit or a certificate of completion is not issued or recorded, then an assessment of \$100 per month per parcel shall commence against said parcel on the thirtieth day after a thirty-day written notice has been delivered to the then owner of said parcel.

## ARTICLE VIII

### EXTERIOR MAINTENANCE

Section 8.01. It shall be the responsibility of each owner to maintain his own premises as follows:

(a) Painting or staining of the exterior of the building when needed. The decision as when the painting or staining shall be done shall be made by majority decision of the Board of Directors.

(b) Keeping the premises in an orderly fashion and removing all garbage, trash, rubbish or other waste materials, including maintenance of any fences, walls, roofs, and landscaping located behind walls and fences on individually owned premises.

Any change in the exterior of the property shall be approved by the Architectural Control Committee as provided in Article V of these restrictions.

In the event an owner of any parcel in the center shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the board of directors, the association, after following the minimum requirements of Section 7341 of the California Corporations Code which are set out in Article II, Section 2.01(a), shall have the right, through its agents and employees, to enter upon said parcel and to rebuild, maintain, and restore the parcel and exterior of the buildings, including painting or staining the exterior and any other improvements erected thereon. The cost of such exterior maintenance shall be charged to the owner of such parcel and if not paid by such owner, the association may exercise any judicial remedy at law available for the collection of such charges.

## ARTICLE IX

### WALLS

#### Introduction

Section 9.01. The owners of Units 6 and 7, 8, 3 and 4, 1 and 2, in the first phase of the complex collectively, and each unit owner individually, will have a vested interest in the continued existence of this system of walls in a manner consistent with the original concept of architectural design as shown on Tulare Medical Center Unit No. 1 final map. Accordingly, this Declaration creates a number of rights and obligations on the part of the owners, intended to accomplish this purpose.

#### Definitions Regarding Walls

Section 9.02. There will be two distinct types of walls constructed on the property. They are defined as follows:

(a) "Party Wall" means a wall located on a line separating two lots.

(b) "Structural Wall" means a portion of a party wall, which is a part of a commercial structure, so that one side of the wall is part of the interior of the structure (referred to



herein as "the interior of the wall") and the other side is a boundary fence for the neighboring lot (referred to herein as the "exterior of the wall").

(c) The term "wall" refers to the two types of walls defined physically located substantially parallel to and within twelve (12) inches of a lot line, it being the intention of this Declaration to constitute such walls as party walls whether they are physically located wholly on the lot of one owner, or on the boundary line and jointly on both lots.

#### Rules Applicable to Party Walls

Section 9.03. (a) Ownership of Party Walls. Each party wall or portion thereof shall be owned by the joint owner of the lot on which the wall or portion thereof is located. Notwithstanding the ownership of the walls, all walls of the type defined herein as party walls shall constitute party walls in which the adjoining owners shall have the rights, benefits, burdens, and obligations provided herein.

(b) Maintenance and Decoration of Party Walls. Each lot owner shall do nothing which may alter, damage, impair, or tend to alter, damage, or impair, the structural integrity of the wall. Each lot owner may landscape the side of the party wall facing his or her lot and shall have an easement to landscape and for ingress and egress over, under and through any portion of a neighboring lot, up to twelve (12) inches in width, located on the side of the party wall facing his or her lot (i.e. between the party wall and his or her lot line). The owner of a lot adjoining the exterior of a structural wall shall not drive any nails, screws, bolts, or other objects into the structural wall to a depth of more than three (3) inches and shall not erect or maintain within four (4) feet of a structural wall any structure which may impede or interfere with any necessary maintenance, repairs, or restoration of the structural wall.

(c) Damage to Party Walls. If any party wall is damaged or destroyed through the act of a lot owner, whose lot adjoins such wall or any of his clients, guests, or agents (whether or not such act is negligent or otherwise culpable), so as to deprive the other adjoining lot owner or owners of the full use and enjoyment of such wall, then the first of the aforementioned owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, at their joint and equal expense provided that the owner of the structure in which any damaged or destroyed structural wall is located shall bear all expenses of rebuilding or repairing structural walls. In the event of a dispute between lot owners with respect to the repair or rebuilding of a party wall, or with respect to the sharing of



the cost thereof, such lot owners shall submit the matter to binding arbitration to, and under the rules of the American Arbitration Association.

(d) Easement for Repair of Structural Walls. There is specifically reserved upon each lot adjoining the exterior of a structural wall as the servient tenement, for the benefit of the adjoining lot on which the structural wall and structure is located and the owner thereof as dominant tenement, an easement of four (4) feet on and over the servient tenement to perform such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair or restoration of the structural wall and the structure of which it is a part, and an easement for ingress and egress to perform such work. The owner of the dominant tenement shall have no liability for damage to or removal of any structures, decoration or landscaping erected within four (4) feet of a structural wall, which is necessarily occasioned by such work.

(e) Alteration. No additions, alterations, repairs, or restorations to any walls shall be commenced, erected, or maintained, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been approved in writing by all owners whose lots adjoin the wall.

#### Right of Contribution Runs With Land

Section 9.04. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

#### Arbitration

Section 9.05. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

#### ARTICLE X

#### UTILITIES

Section 10.01. The rights and duties of the owners of the parcels with respect to sanitary sewer and water, electricity, gas and telephone lines and facilities shall be governed by the following:

(a) Whenever sanitary sewer connections and/or water connections or electricity, gas, or telephone lines are installed

within the complex, which connections or any portion thereof lie in or upon parcels owned by other than the owner of a parcel served by said connections, the owner of any parcel served by said connections and the applicable public utility company shall have the right, and are hereby granted an easement to the full extent necessary therefor to enter upon the parcel or to have the utility companies enter upon the parcels in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connection as and when these same may be necessary as set forth below.

(b) Whenever sanitary sewer connections and/or water connections or electricity, gas or telephone lines are installed within the center, which connections serve more than one parcel, the owner of each parcel served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his parcel.

(c) Where the developer has brought utilities to each parcel, those locations shall be deemed acceptable by the owners of each parcel, and if they need to be moved from the location brought by the developer, it shall be at the parcel owner's expense.

(d) In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the costs thereof, then, upon written request of one of such owners addressed to the association, the matter shall be submitted to the board of directors who shall decide the dispute, and the decision of the board shall be final and conclusive on the parties. If any of the disputing owners is a member of the board of directors, he (they) shall not be entitled to vote on such issue. The remaining non-disputing board members shall temporarily appoint another owner to serve on the board solely for the purpose of voting on such dispute.

#### ARTICLE XIII

##### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 12.01. Phase I. The real property which shall be held, used, leased, sold and conveyed subject to this declaration is the property referred to herein as Phase I.

Section 12.02. Additions to Phase I. Additional real property may be annexed to Phase I and become subject to this declaration by any of the methods set forth hereafter.

Section 12.03. Procedure for Annexation. The real property described in Exhibit "B" or any portion thereof may be annexed to the project and made subject to this declaration at the written election of the declarant (or by the successors in title to such real property) made at any time and from time to time within three (3) years following the most recent phase of the project. Such election shall be made by the recording of a supplement to this declaration (the "Supplement"). The supplement shall describe the real property to be annexed, shall state that it is being effected pursuant to the terms of this declaration for the purpose of annexing the property described in the supplement to the project. Any supplement recorded in accordance with the terms of this section shall be conclusive in favor of all persons who relied on it in good faith. Upon filing the supplement in accordance with the provisions of this declaration, the real property described in the supplement shall be part of the project and subject to the provision of this declaration, and to the rights and powers of the association pursuant to the terms of this declaration, the articles and the bylaws, and thereafter all of the owners of lots constituting a portion of said annexed real property shall automatically be members of the association, with voting rights commencing on the date regular assessments commence. Regular and special assessments with respect to said annexed real property shall commence at the time and to the extent described in Section 4.03 hereof. Any additional common area shall be conveyed to the association. Declarant in such supplement shall expressly reserve for the benefit of all property which may from time to time be covered by this declaration, reciprocal easements of use, enjoyment, access, ingress and egress. Such easements may be used by declarant, its successors, purchasers, and all owners of parcels, their guests, tenants, and invitees for sidewalks, walkways, vehicular access and such other purposes reasonably necessary to the use and enjoyment of all lots in the development. The supplement may contain such complimentary additions, amendments and modifications to this declaration as may be necessary to reflect the different character, if any, of the real property being annexed as are not inconsistent with the general scheme of this declaration or which are required by any institutional first mortgagee to make parcels in the center eligible for mortgage purchase, guarantee or insurance. Notwithstanding the foregoing, no supplement may (a) cause substantial increase in the common area or recreational area costs and expenses then being borne by owners which was not previously disclosed or the phase of the development in which an owner purchased his parcel, or (b) otherwise materially adversely affect the rights of owner, without prior affirmative vote or written consent of at least sixty-six and two-thirds (66-2/3%) percent of each class of members entitled to vote and their first mortgagees.

Any other type of annexation of real property to this existing medical center other than described above shall require the vote or written assent of not less than sixty-six and two-thirds (66-2/3%) percent of the total votes residing in members other than the declarant.

Section 12.04. The declarant herein commits to pay to the association concurrently with the closing of the escrow for the first sale of an interest in an annexed phase, an appropriate amount for reserves for replacement or deferred maintenance of common area improvements in the annexed phase necessitated by or arising out of the use and occupancy of the units under a rental program conducted by the declarant which has been in effect for a period of at least one (1) year as of the date of closing of the escrow for the first sale of a unit in the annexed phase.

IN WITNESS WHEREOF, the undersigned has signed this declaration this 18 day of MARCH, 1991.

DECLARANT:

TULARE LOCAL HOSPITAL DISTRICT

By Clarence S. Pothman

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
                                  )     SS  
COUNTY OF TULARE    )

On MARCH 18, 1991 before me, the undersigned, a Notary Public in and for said County and State, personally appeared CLARENCE (PAOULAN), known to me to be the PRESIDENT of the Board of Directors of the Tulare Local Hospital District and known to me to be the person who executed the within instrument on behalf of said District and acknowledged to me that said District executed the same.

Witness my hand and official seal.

(seal)



Diana Lopez

**EXHIBIT "A"**

Parcels 1 through 8 of that certain subdivision known as Tulare Medical Center, Unit No. 1, located in the City of Tulare, County of Tulare, State of California, as per Map recorded in Book 34 Page 94 of Maps in the office of the County Recorder of said County.

**EX. 4**

# TULARE MEDICAL CENTER PROPERTY OWNERS ASSOCIATION

---

February 1, 2024

Leopoldo & Jennifer Valdivia  
24249 Luna Brilla Lane  
Murrieta, CA 93562

**RE: 1068 Cherry Street**

Dear Dr and Mrs. Valdivia,

We are writing this letter on behalf of the Tulare Medical Center Board of Directors.

A few weeks ago, Family Planning Associates (FPA) with Irving Feldkamp IV, MD applied for a business tax certificate for your 1068 Cherry building in the Tulare Medical Center. FPA has been in business since 1969 providing abortion services in many locations throughout California. FPA provides abortions onsite, offsite, in a mobile van, chemical, virtual, and in home.

This letter is to reiterate already established directives for the Tulare Medical Center per its CC&R's.

CC&R 7.01 "nor shall any units be used for the following types of practices: abortion clinic, drug, or alcohol care unit (including methadone clinics) emergency ward, Surgi-center, chiropractory, medical imaging center, clinical or reference laboratory and herbal medicine. The Board shall have no authority to grant variances or exceptions from the restrictions imposed by this Section 7.01 "

If you should need a copy of the CC&R's, please contact our office and it will be provided no charge via email.

FPA will not be allowed at the 1068 Cherry building in the Tulare Medical Center. The City Manager and the Mayor have been notified of the situation. Please contact FPA and instruct them to leave.

Sincerely,

Armstrong Community Management  
cc: Board of Directors

*Armstrong Community Management  
PO Box 871  
Visalia, CA 93279  
559-733-1322*

TMC000053



**EX. 5**



# TINNELLY LAW GROUP

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TINNELLY LAW GROUP  
A Professional Corporation

tinnellylaw.com

**Via Electronic Mail**

March 11, 2024

TLG File No. 40131

**Monica Rast, Esq.**  
**HERR PEDERSEN & BERGLUND LLP**  
**100 Willow Plaza, Suite 300**  
**Visalia, California 93291**  
**mrast@hpblaw.net**

**RE: Tulare Medical Center Property Owners Association**  
**1068 Cherry Street | Tenant Use of Premises**

**Dear Ms. Rast:**

I represent the Tulare Medical Center Property Owners Association (“Association”). I write concerning your clients’ proposed use of the property at 1068, Cherry Street, Tulare, California (“Property”) located within the Association.

Your clients, Dr. Leopoldo and Mrs. Jennifer Valdivia, as the owners of the Property, are members of the Association and subject to its recorded covenants, conditions and restrictions (CC&Rs).<sup>1</sup> The covenants and restrictions within the CC&Rs are enforceable equitable servitudes and presumed reasonable.<sup>2</sup>

The CC&Rs contain the following pertinent restrictions:

*Section 7.01. All parcels in this phase of the development shall be used only for medically related fields and not detrimental to the TULARE LOCAL HOSPITAL DISTRICT. The decision of the declarant or thereafter the Board as whether a use is medically related or detrimental to said hospital shall be final, nor shall any unit be used for the following types of practices: abortion clinic, drug or alcohol care unit (including methadone clinics), emergency ward, surgi-center, chiropractory and herbal medicine. The Board shall have no authority to grant variances or exceptions from the restrictions imposed by this Section 7.01.*

<sup>1</sup> Declaration of Covenants, Conditions and Restrictions of Tulare Medical Center, Doc. No. 18463, recorded March 29, 1991.

<sup>2</sup> Civil Code § 6856; see also *Nahrstedt v. Lakeside Village* (1994) 8 Cal.4th 361.

Decisions by the Association and its boards related to the enforcement of the CC&Rs are protected by the rules of Judicial Deference and Business Judgment.<sup>3</sup>

In January 2024, the Association became aware that proposed tenants for the Property would be Family Planning Associates (FPA). FPA advertises that the services it provides include “pregnancy prevention to pregnancy termination”; “including well woman exams, birth control, abortion, pregnancy testing, and STD testing and treatment.”<sup>4</sup>

On February 1, 2024, the Association sent your clients a letter informing that the FPA would not be permitted to operate in the development given the restrictions of section 7.01 of the CC&Rs. The Association received a letter dated February 1, 2024, from the president of FPA informing that while the company does provide “surgical abortion services” it is not the intent of this location to provide that particular service.

On February 23, 2024, the Association’s management received an email from you informing of your representation of the owners of the Property and claiming that the February 1, 2024 letter from the Association was “false and defamatory” and demanding a public retraction.

The information regarding FPA’s services as noted in the Association’s February 1, 2024 letter was obtained from FPA’s own website and advertisement – it was not false nor defamatory.<sup>5</sup> The Association will not be issuing a public retraction.

While the purported use by FPA of the Property may not include “surgical abortion services” it is assumed that other abortion services will be provided as noted in FPA’s online website and list of services it provides. The CC&Rs’ prohibition on abortion clinic is not limited to just “surgical abortion.” The interpretation of the CC&Rs is not so narrow but is to be “liberally construed to facilitate the operation” of the development.<sup>6</sup> Indeed, the term “abortion clinic” within the CC&Rs is meant to include a facility that provides abortion services – which is what FPA provides.

As such, the Association’s decision to prohibit FPA’s use of the Property due to the restriction in the CC&Rs remains.

Moreover, we note that the CC&Rs also contains the following nuisance provision:

*Section 7.04. No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the complex. All garbage shall be kept in sanitary containers and screened from view. All premises shall be maintained in an orderly fashion.*

---

<sup>3</sup> Corp. Code § 7231; see *Eith v. Ketelhut* (2018) 31 Cal.App.5th 1 referring to *Lamden v. La Jolla Shores Clubdominium Homeowners Assn.* (1999) 21 Cal.4th 249.

<sup>4</sup> <https://www.fpawomenshealth.com/about-us> – as of March 8, 2024.

<sup>5</sup> “Truth, of course, is an absolute defense to any libel action.” (*Campanelli v. Regents of Univ. of Cal.* (1996) 44 Cal.App.4th 572, 581–582.)

<sup>6</sup> Civ. Code § 6602 – “Any deed, declaration, or condominium plan for a common interest development shall be liberally construed to facilitate the operation of the common interest development, and its provisions shall be presumed to be independent and severable. Nothing in Article 3 (commencing with Section 715) of Chapter 2 of Title 2 of Part 1 of Division 2 shall operate to invalidate any provisions of the governing documents.”

Even the prospect FPA operating within the development has already caused a nuisance for other members. News of FPA's potential operation has caused pickers and protest at the development interfering with use and quiet enjoyment of other occupants in the development. The Association is also aware of local media coverage of the community members' objection to FPA's use of the property. Clearly, if FPA actually opens in the development, such community backlash will only increase and cause further nuisances for the other occupants.

As such, not only would FPA's use be a violation of section 7.01 prohibiting abortion clinic and services, but also a violation of section 7.04 by causing a nuisance for the other owners.

Thus, the Association's position remains as noted in the February 1, 2024 – FPA will not be permitted to operate within the Tulare Medical Center. If your clients proceed with permitting them as tenants, the Association will seek to enforce the CC&Rs.

Please contact me at [cle@tinnellylaw.com](mailto:cle@tinnellylaw.com) or (949) 588-0866 if you wish to discuss the matter.

Thank you for your attention to this matter.

Very truly yours,

TINNELLY LAW GROUP

A handwritten signature in black ink, appearing to read 'Cang N. Le', with a stylized flourish extending to the right.

CANG N. LE, ESQ.

CL/db

EX. 6



*Via Electronic Mail*

April 11, 2024

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**Leonard C. Herr, Esq.**  
**HERR PEDERSEN & BERGLUND LLP**  
**100 Willow Plaza, Suite 300**  
**Visalia, California 93291**  
**[lherr@hpblaw.net](mailto:lherr@hpblaw.net)**  
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**[esanborn@hpblaw.net](mailto:esanborn@hpblaw.net)**  
**[bperez-alvarez@hpblaw.net](mailto:bperez-alvarez@hpblaw.net)**

**RE: My Client: Tulare Medical Center Property Owners Association**  
**Your Clients: Dr. Leopoldo and Mrs. Jennifer Valdivia**  
**Tenant Use of Premises - 1068 Cherry Street**

**Dear Mr. Herr:**

I write in response to your letter dated April 3, 2024, responding to my letter of March 11, 2024, regarding the above matter.

You allege the Association has made false or defamatory statements about your clients or your clients tenants - Family Planning Associates (FPA). You also allege the Association “publicly stated that FPA is in violation of the CC&Rs because it is opening an abortion clinic.” The Association refutes these allegations, and my office is not aware of any evidence to support these allegations. If you had such evidence or records, please provide and we can further evaluate. But as it stands, the Association denies it made any false or defamatory statements or made any public comment about your clients or FPA.

As noted in my March 11, 2024, letter, the Association informed that FPA’s purported use of the facilities would be a violation of the developments recorded declaration of restrictions (CC&Rs). The Association contends that FPA’s use of the facilities and its services that includes abortion services violates the restrictions on abortion clinics operating in the development. While I understand your client’s position that no surgical abortions at the clinic, it appears that abortion services will still be provided. The exclusion of one type of abortion service while still providing other abortion services, does not remove FPA’s use from the prohibitions of the CC&Rs.

As discussed in the March 11, 2024, the CC&Rs are presumed reasonable and the Association’s enforcement of the restrictions would be protected.

Nevertheless, the Association is open to an amicable resolution and proposes the parties engage in an expedited alternative dispute resolution in the form mediation with a third-party neutral. The Association is open to scheduling one as soon as possible in

light of the circumstances. The Association believes it would also be beneficial to have FPA attend the mediation.

If your clients and FPA are agreeable, please provide some proposed mediators and my office can start coordinating the mediation.

I will wait for your response on the proposed mediation.

TINNELLY LAW GROUP



CANG N. LE, ESQ.

CL/CV

CC: **Board of Directors - Tulare Medical Center Property Owners Association c/o management**



**EX. 7**

**CALIFORNIA'S LEADING PROVIDER**

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**WOMEN'S HEALTH CARE**

**WOMEN'S HEALTH**  
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- Pap Smears
- PEP & PrEP
- STI Screening & Treatment
- Telehealth
- Vaginitis Screening

SCAN OUR QR CODE NOW TO BOOK AN APPOINTMENT



*Se Habla Español*

**1068 N Cherry St**  
**Tulare CA 93274**

**OPENING DATE**  
**OCTOBER 1ST**



**WWW.FPAWOMENSHEALTH.COM**

**559-233-0990**


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We begin seeing patients in Tulare on October 1st. We can't WAIT to see you there!

...

 **hazel\_wendyy** @vanessa.sousa17 in your hood! 🍷

1w Reply

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♡ 👤 🗨

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