

RECORDING REQUESTED BY AND RETURN TO

Clerk of the Board of Supervisors  
County of Santa Barbara  
105 E. Anapamu Street, Room 105  
Santa Barbara, CA 93101

SEND ANOTHER COPY TO:

Department of Housing and Community Dev.  
County of Santa Barbara  
105 E. Anapamu Street, Room 105  
Santa Barbara, CA 93101

ATTN: Affordable Housing Division

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APN: 107-270-049

AGREEMENT TO PROVIDE AFFORDABLE HOUSING

**This Document Creates a Lien on Real Property**

PROJECT NAME: Hummel Village II  
Planning and Development Case Number: TM 14,740 08AMD-00000-00005

This Agreement to Provide Affordable Housing (hereinafter "Agreement") by and between Hummel Village Partners, LLC, a California limited liability company (hereinafter "Hummel") and the County of Santa Barbara, a political subdivision of the State of California, (hereinafter "County") is entered into on the date set forth below.

This Agreement applies to the real property commonly known as Hummel Village II, in Santa Barbara County, California, which is more fully described in Exhibit "A" attached hereto and incorporated by this reference (hereinafter "Subject Property").

RECITALS

WHEREAS, it is the intent of the Hummel that two units within the Subject Property be leased or sold in accordance with certain affordability criteria established by the County so that they will remain affordable to tenants or purchasers, consistent with the provisions of the Housing Element of the Comprehensive Plan of the County of Santa Barbara (herein the "Restricted Units"); and

WHEREAS, it is the intent of the parties that this Agreement will place maximum rent or sale restrictions on the Restricted Units and maximum income restrictions on potential tenants or purchasers of Restricted Units; and

WHEREAS, the purpose of this Agreement is to assure that those Restricted Units within the Subject Property remains affordable and available for purchase or lease by Moderate Income households for the forty-five (45) year term of this Agreement subject to a new term forty five (45) year term commencing upon resale for a total maximum restricted period of ninety (90) years; and

WHEREAS, the County is allowing the Restricted Units being provided hereunder to be initially provided on a rental, rather than ownership basis as an accommodation to Hummel.

NOW, THEREFORE, in consideration of the benefits received by the parties, the parties agree as follows:

I. TERMS AND ENFORCEABILITY

- A. Hummel agrees to construct and thereafter to maintain two affordable units for rent or sale according to the terms of this Agreement as required by the Conditions of Approval as stated in Exhibit "B" which is incorporated by reference herein.
- B. This Agreement shall bind and the benefit hereof shall inure to the Hummel, its heirs, legal representatives, executors, successors in interest and assigns, and to the County, its successors, designees, or assigns for the term of this Agreement.
- C. The Subject Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the covenants, conditions, restrictions and limitations set forth herein. All of the herein stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.
- D. Any purchaser, beneficiary, successor in interest or assignee of the Subject Property or of any portion of or interest in the Subject Property, no matter how that interest is acquired, shall, be deemed to have taken title with knowledge of this Agreement, and to have personally covenanted, consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.
- E. Any lessee of the Subject Property shall be subject to the restrictions of this Agreement, by the execution of a rental agreement or lease or by taking possession of the Subject Property, whichever occurs first, and shall also be deemed to have knowledge of this Agreement, and to have personally covenanted, consented to, and accepted the covenants, conditions, restrictions, and limitations set forth herein.
- F. In order to preserve through this Agreement the affordability of the Restricted Units for persons of Moderate income, Hummel for itself and all successors in interest, assignees and beneficiaries hereby grants and assigns to the County the right to

review and enforce compliance with this Agreement, and in furtherance of this right, grants to the County liquidated damages, described under Section VI B of this Agreement.

- G. The term of this Agreement shall expire upon the earlier of:
  - a. Forty-five (45) years or
  - b. Sale of both of the Restricted Units to Moderate Income Households who have been certified by the County as eligible to purchase the Restricted Unit as set forth in Section VII below.

## II. DEFINITIONS

- A. “Moderate Income Household” means a household annual gross income does not exceed the maximum income levels permitted within the moderate income category (at or under 120% of area median income) established by the County. The County's income categories shall be as defined in the Housing Element of the Comprehensive Plan of Santa Barbara County and periodically revised by the County.
- B. “Maximum Monthly Rent” means the maximum rents for a Rent Restricted Unit as established and periodically revised by the County Board of Supervisors as described in the Housing Element Implementation Guidelines of Santa Barbara County.
- C. “Hummel” initially shall mean Hummel as owner of the Subject Property. Upon resale of a Restricted Unit by Hummel, the buyer and all subsequent buyers or transferees of such Restricted Unit shall be deemed an “Owner” of such Unit for purposes of the Grant of Preemptive Right; Resale Restrictive Covenant and Option to Purchase Secured by Deed of Trust attached hereto as Exhibit “D” and shall be bound by its terms in the manner provided therein. Notwithstanding the above, in the event that the entire Subject Property is sold or otherwise transferred to one entity, then such entity will continue to be bound by the terms of this Agreement, not the Restrictive Covenant.
- D. “Restricted Unit” means a Unit with restricted occupancy and rents or purchase price pursuant to this Agreement and which has been designated as such by Hummel or as provided for herein.
- E. “Tenant” means any tenant of a Restricted Unit in the Subject Property.
- F. “Unit” means a housing unit in the Subject Property.

- G. "Subject Property" the real property commonly known as Hummel Village II, in Santa Barbara County, California, which is more fully described in Exhibit "A"

### III. OCCUPANCY AND RENT RESTRICTIONS

- A. A total of two (2) Units in the Subject Property shall be designated as Restricted Units. The Restricted Units must be occupied by, or reserved for occupancy by, certified Moderate-Income Households. The initial Restricted Units applicable income levels for each Restricted Unit are described in Exhibit "C", attached hereto and incorporated herein. After initial occupancy, location of the Restricted Units may change as set forth in Section III.D below. Hummel agrees to provide a current list of all addresses for the Restricted Units containing the information set forth in the attached Exhibit "C" to the Santa Barbara County Housing and Community Development Department upon any change in addresses of Restricted Units.
- B. For a Moderate-Income Household occupying a Restricted Unit the total rent charged inclusive of all fees and charges including utilities can not exceed the Maximum Monthly Rent of a Moderate Unit.
- C. The income levels and other qualifications of applicants to lease and tenants of Restricted Units shall be certified by the County or a duly authorized representative thereof as conforming to the income restrictions on that Restricted Unit prior to initial occupancy. The income level and other qualifications of any tenant or lessees occupying a Restricted Unit for more than three years shall be re-certified by Hummel at the end of such three year period and every three years thereafter as applicable. Recertification may at County's option be subject to review and approval by the County's Housing and Community Development Department. Applicants to purchase Restricted Units under Section VII. below shall be certified by County.
- D. In the event that re-certification of a household occupying a Restricted Unit indicates that the income of that household exceeds the maximum income for a Moderate-Income Household as determined by the Board of Supervisors, then the Hummel shall rent the next available Unit in the Subject Property ("Next Unit") to a qualifying Moderate-Income Household at no more than the Maximum Monthly Rent as provided for herein. In such event, the Next Unit shall become a Restricted Unit under this Agreement. Once the Next Unit has been rented to a qualifying Household, the Unit occupied by household whose income exceeded the threshold shall no longer be considered a Restricted Unit under this Agreement and the Hummel may increase the rent on that Unit. If however one or more of the Units in the Subject Property have been individually sold, then the tenancy of the tenants in the household whose income exceeds such maximum income level shall terminate and Hummel shall sell the Unit as provided for in Section VII below.

#### IV. LEASING THE RESTRICTED UNITS

- A. Hummel agrees that no Restricted Unit within the Subject Property shall be leased except in compliance with a marketing and lottery plan which has been approved by the Director of Housing and Community Development (hereinafter "Director") or his or her designee.
- B. Before leasing any Restricted Unit, Hummel shall submit its proposed lease form to the Housing and Community Development Department for its review and approval. The term of the lease shall be for no less than one year unless by mutual agreement between the tenant and Hummel.
- C. The lease may not contain any of the following provisions:
  - 1. An agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Lessor in a lawsuit brought in connection with the lease;
  - 2. An agreement by the tenant that Lessor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. In such a case, Lessor may dispose of this personal property in accordance with State law;
  - 3. An agreement by the tenant not to hold Lessor or Lessor's agent legally responsible for any action or failure to act, whether intentional or negligent;
  - 4. An agreement of the tenant that Lessor may institute a lawsuit without notice to tenant;
  - 5. An agreement by the tenant to waive any right to a trial by jury;
  - 6. An agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; or
  - 7. An agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by Lessor against the tenant. The tenant however may be obligated to pay costs if the tenant loses.
- D. Hummel shall include in leases for all Restricted Units provisions which provide that the household is subject to recertification every three years and that the tenancy of the

household shall be immediately terminated should one or more of the household's members misrepresent any material fact regarding the household's qualification as a qualifying Moderate-Income Household or repeatedly refuse or fail to cooperate in the re-certification process.

- E. To terminate or refuse to renew tenancy, Hummel must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.
- F. Prior to tenancy, applicants for Restricted Units must complete, execute and deliver to the Housing and Community Development Department or its designee an Application for Certification. The County may request additional information to supplement the application as necessary.
- G. To be eligible to lease a Restricted Unit, tenants cannot own any improved residential real estate.
- H. Hummel may only lease Restricted Units to tenants whose eligibility has been certified by the County.
- I. In addition to executing a lease for a Restricted Unit, the Hummel shall require that each household leasing a Restricted Unit execute an agreement to occupy which shall require the household to occupy the Restricted Unit as the household's primary residence. Failure of Hummel to enforce this requirement shall constitute a material violation of this Agreement.
- J. Hummel hereby agrees to abide by the Tenant Selection Plan which must be approved by the County Housing and Community Development Department. Modifications of the Tenant Selection Plan can be made only upon the written approval of Hummel and Director.
- K. Hummel shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease or rental of the Restricted Units on the basis or race, color, ancestry, national origin, religion, sex, sexual preference, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or any other arbitrary basis. The parties acknowledge that the Subject Property is a senior housing project and Hummel may select tenants on the basis of age in compliance with the California Civil Code Section 51.3.

## V. MANAGEMENT

- A. Hummel Village II Owners' Association, a California nonprofit mutual benefit corporation ("the Association") is responsible for overall management functions with respect to the Subject Property including without limitation maintenance, landscaping, routine and extraordinary repairs, replacement of capital items and security.

Hummel is responsible for the selection of tenants, recertification, evictions, collection of rents and deposits concerning rental of the Restricted Units in the manner set forth herein. Such management functions over the Restricted Units may be performed by or on behalf of Hummel by an experienced, professional management company or organization which must be approved by the County's Housing and Community Development Department. The County shall have no responsibility over management of the Subject Property. Hummel shall submit to the County for its approval its proposed property manager pertaining to the Restricted Units. Hummel may only remove and/or replace the property manager with the prior written consent of the County which shall not be unreasonably withheld.

- B. Hummel shall submit its written management policies with respect to the Restricted Units to the County's Housing and Community Development Department for its review and approval which shall not be unreasonably withheld, and shall amend such policies in any way necessary to insure that such policies comply with the provisions of this Agreement.
- C. Hummel shall maintain records that clearly document the Hummel's performance of its obligations to operate the Subject Property under the terms of this Agreement. Hummel shall submit any records to the County's Housing and Community Development Department within ten (10) business days of the County's request. Hummel shall permit the County or its designee to enter and inspect the Restricted Units for compliance with obligations under this Agreement upon twenty-four (24) hours advance notice of such visit by the County to Hummel or Hummel's management agent and to tenants of any Restricted Units.
- D. Hummel shall submit to the County Housing and Community Development Department (i) not later than March 1st of each year, a report for the preceding period of January 1st through December 31st, showing the necessary information to allow the County to determine the Hummel's compliance with the Agreement, and (ii) within thirty (30) days after receipt of a written request, any other information or completed forms requested by the County in order to comply with reporting requirements of the County.

## VI. ENFORCEMENT

- A. Upon any violation of the provisions of this Agreement or if false or misleading statements are made in any documents or certification submitted to the County or its agent, the County may apply to a court of competent jurisdiction for specific performance of the Agreement, for an injunction prohibiting a proposed letting, sale, or transfer in violation of this Agreement, or for any such other relief as may be appropriate.

B. Hummel understands that County's objective in requiring this Agreement is to ensure that the Restricted Units remain affordable to eligible moderate income households and that should Hummel sell or lease or should a Tenant occupy, the Subject Property in violation of the requirements set forth herein the public interest would be prejudiced and the County would thereby be damaged. The parties agree that it is impracticable and extremely difficult to fix the extent of actual damages to County from such a breach. However, the parties have made reasonable efforts to establish fairly the amount of compensation for certain types of breach described below and agree that a fair and reasonable amount owing to the County for such types of breach by the Tenant, or Hummel as liquidated damages would be as follows:

1. **If a Restricted Unit in the Subject Property is rented or leased for an amount in excess of the Maximum Monthly Rent permitted under this Agreement, Hummel/Lessor shall be liable to the County for damages in an amount equal to twice the difference between the actual monthly rent and the allowable Maximum Monthly Rent multiplied by the number of months that the Restricted Unit has been leased in violation of the Agreement.**
2. **If a Restricted Unit is rented or leased to a tenant whose household income and other qualifications has not been certified by the County, the required certification set forth in Section III shall be completed within thirty (30) days of notification of non-compliance. If the tenant household's income does not qualify for letting of the Restricted Unit as required by this Agreement, then subject to Section III.D herein Hummel shall be assessed liquidated damages in the amount of three times the difference between the tenant's gross monthly household income and one twelfth of the County's maximum household income level allowable to rent or lease the Restricted Unit in effect at the time the Restricted is rented or leased multiplied by the number of months that the Restricted Unit has been so leased.**

**Hummel hereby agrees to the above liquidated damages provisions**  
\_\_\_\_\_ **(Hummel's initials)**

3. These remedies shall be cumulative to all other rights and remedies the County may have.

C. In addition to any other remedies the County may have, the Hummel hereby grants, transfers and assigns to the County the right to receive the rents due or collected during the entire period a Restricted Unit is rented in violation of this Agreement. Hummel also assigns to the County the right to collect and/or compromise such



rents, in whole or in part, and/or to enforce the payment of all or any part thereof as the County may deem proper.

- D. The running of the term of this Agreement shall be tolled during any period in which the Hummel is found to be in violation of this Agreement.
- E. The remedies stated herein shall not be exclusive, but shall be cumulative to all other remedies and rights the parties may lawfully exercise.
- F. A violation of this Agreement constitutes a violation of the conditions of approval placed upon the Subject Property by the County and in addition to the remedies provided for herein it may be enforced as a violation of the conditions of approval.

## VII. TRANSFER

- A. Except as otherwise provided for herein, prior to or upon the sale or any Unit in the Subject Property, the Hummel must commence marketing to sell the Restricted Units to qualified households as set forth below. Notwithstanding the above, this Section shall not apply in the event of a sale of the entire Subject Property to a single entity to be maintained as a rental property. In addition, if the County Housing and Community Development Department determines that conversion of a Restricted Unit to an ownership unit would result in a hardship to a tenant, the County Department of Housing and Community Development may, but is not obligated, to allow the Hummel to continue to rent the Restricted Unit pursuant to this Agreement.
- B. Hummel agrees to have executed and recorded by the County certified purchaser the County's "Grant of Preemptive Right: Resale Restriction Covenant and Option to Purchase Secured by Deed of Trust", ("Restrictive Covenant") on the title to each Restricted Unit prior to or concurrent with the first sale of the Restricted Unit. The Restrictive Covenant places a maximum sales price on the Restricted Units and maximum income restrictions on potential buyers of Restricted Units. By executing this Agreement Hummel and County agree that all successors in interest, assignees, and beneficiaries of Restricted Units shall be bound by the terms of the Restrictive Covenant (even if they do not execute such covenant). Hummel also agrees that it shall not sell Restricted Units except as allowed for in the Restrictive Covenant and this Agreement and that all purchasers must meet the County's Certification of Eligibility Guidelines except purchasers of the entire Subject Property. The individual Grant of Preemptive Right: Resale Restriction Covenant and Option to Purchase Secured by Deed of Trust shall conform to the proforma Covenant attached as Exhibit "D" except

that it may be amended by County to reflect any changes in form that have been adopted by the Department of Housing and Community Development.

- C. Hummel agrees that upon the close of escrow for the first sale of a Restricted Unit, an individual Grant of Preemptive Right; Resale Restriction Covenant and Option to Purchase Secured by Deed of Trust shall be executed by County and buyer and recorded against such Unit in the office of the Recorder of Santa Barbara County, California.
- D. Hummel agrees that prior to selling a Restricted Unit, Hummel shall comply with the procedures for the sale of a Restricted Unit, as described in the Restrictive Covenant, including, but not limited to sale of the Restricted Unit for a price within the maximum sales price as established by the Santa Barbara County Board of Supervisors or as dictated by other State or Federal programs and approved by the County. Failure to comply with these requirements shall render the Hummel subject to the enforcement and liquidated damages provisions set forth in the Restrictive Covenant.
- E. Hummel agrees that no Restricted Unit within the Subject Property shall be separately sold, offered for sale, leased or financed except in compliance with a marketing plan which has been approved by the Director of Housing and Community Development (hereinafter "Director").
- F. Hummel is obligated to use best efforts to sell the Restricted Units to persons within the corresponding income category. Hummel understands and agrees that household of and over a certain size may be given a preference for certain Restricted Units depending on bedroom size pursuant to County Policy.

#### VIII. ADDITIONAL PROVISIONS

- A. The County may assign its rights and delegate its duties thereunder without the consent of Hummel. Upon such assignment the County shall notify Hummel.
- B. Hummel and County covenant that they have not and will not execute any other agreement or covenant with provisions contradictory to or in opposition to the provisions hereof, and that in any event this Agreement is controlling as to the rights and obligations between Hummel, the County, and their respective successors.
- C. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and this Agreement be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. The terms of this Agreement shall be interpreted under the laws of the State of California.

- E. The terms of this Agreement shall be interpreted in a manner that is consistent with the County Housing Element and Housing Element Implementation Guidelines which were in effect when the project application was deemed complete.
- F. All notices required herein shall be sent by certified mail, return receipt requested, to the addresses listed below.
- G. This Agreement may be enforced by the Redevelopment Agency of the County of Santa Barbara.

To the County at:

Housing and Community Development  
105 East Anapamu, Room 105  
Santa Barbara, CA 93101

To the Hummel at: 2257 Las Canoas Road  
Santa Barbara, CA 93105  
\_\_\_\_\_  
\_\_\_\_\_

or such other addresses that the parties may subsequently provide in writing.

- H. In the event of a transfer of the Subject Property by operation of law such as by devise, bequest, foreclosure on any financing, the transferee or the estate of the decedent shall be bound by the provisions of this Agreement.
- I. Hummel covenants to cause to be filed for record in the office of the County Recorder of Santa Barbara County a request for any copy of any notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Subject Property, pursuant to Section 2924 (b) of the Civil Code of the State of California. The request shall specify that any notice shall be mailed to the address for the County set forth above.

IN WITNESS WHEREOF, the parties have entered into this agreement on the date appearing below.

COUNTY OF SANTA BARBARA

Dated: \_\_\_\_\_

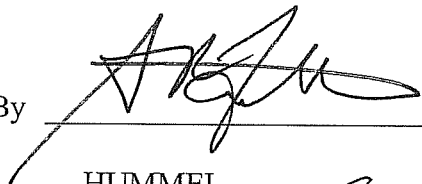
By \_\_\_\_\_

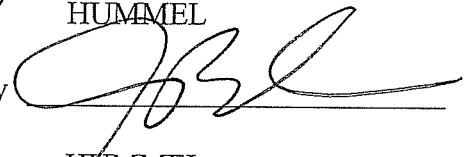
Joni Gray, Chair  
BOARD OF SUPERVISORS  
(signature must be notarized)

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

By  \_\_\_\_\_  
HUMMEL

By  \_\_\_\_\_  
HUMMEL  
(Signatures must be notarized)

APPROVED AS TO FORM:

DENNIS A. MARSHALL  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Deputy County Counsel

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Barbara

On 2.2.11 before me, Margo L. Wagner, Notary Public  
(Here insert name and title of the officer)

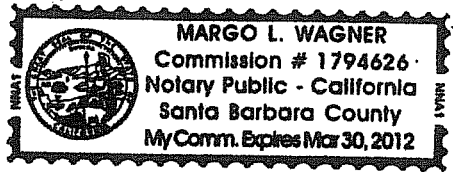
personally appeared Andrew Ronald Fuller and John Allen Blair

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Margo L. Wagner  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

- ▶ State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- ▶ Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- ▶ The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- ▶ Print the name(s) of document signer(s) who personally appear at the time of notarization.
- ▶ Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- ▶ The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- ▶ Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- ▶ Securely attach this document to the signed document

**CAPACITY CLAIMED BY THE SIGNER**

Individual(s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

All of the real property located in the unincorporated area of Santa Barbara County, California, more particularly described as follows:

Lot 1, as shown on the subdivision map "Tract Map No. 14,740, filed for record on \_\_\_\_\_, 2011, in Book \_\_\_ of Maps, at Pages \_\_\_ and \_\_\_, as Instrument Number \_\_\_\_\_, in the Office of the County Recorder of said County.

EXHIBIT "B"

AFFORDABLE HOUSING CONDITION(S)  
FOR

Hummel Village II TM 14,740 08AMD-00000-00005  
(PROJECT NAME AND CASE NUMBER)

The Applicant will satisfy its inclusionary housing requirement through a combination of payment of fees for low and very low income unit requirements and on-site construction for its moderate income unit requirement. The applicant shall provide:

- The payment of in-lieu fees for the equivalent of 75% of a very low income affordable unit AND,
- The payment of in-lieu fees for the equivalent of 75% of a low income affordable unit AND,
- 2 moderate income dwelling units (10% of project units) with a sales price affordable to households earning 110% Area Median Income (AMI).

For the on-site Affordable units, prior to final map clearance the applicant shall enter into and record an *Agreement to Provide Affordable Housing*, which shall include a model *Resale Restrictive Covenant and Preemptive Right (Covenant) and deed of trust securing the Covenant*. The *Covenant* shall be executed and recorded by each purchaser of an affordable unit. The *Agreement, Covenant and Deed of Trust* shall be based on the county's model documents, as they may be amended from time to time, and subject to the review and approval of P&D, CHCD and County Counsel. These shall specify affordability terms described in condition #58. In addition, the *Agreement and Covenant* shall include provisions describing marketing and lottery requirements for the initial sale of units; requiring income eligibility of prospective buyers to be determined by the county or its designee and stating that the maximum sales price for the affordable units shall not exceed the maximum levels established by the Board of Supervisors, consistent with the provisions of the Housing Element and state law; and shall, be recorded at the time of the original purchase and upon all subsequent transfers.

The on-site Affordable units shall be constructed concurrent with the construction of the market rate units in each phase of development. Occupancy clearance for no more than 50% of the market rate units in a given phase shall be allowed prior to occupancy clearance for all the affordable units for that same phase of development. **Plan Requirements and Timing:** Prior to final map clearance the applicant shall pay all required in-lieu housing fees and enter into and record an *Agreement to Provide Affordable Housing ("Agreement to Provide")* for the two moderate income units. The *Agreement to provide* shall run with the land and include a model *Restrictive Covenant and Preemptive Right (Covenant)*.

The *Covenant* shall be executed and recorded by each purchaser of an affordable unit. The *Agreement* and *Covenant* shall be based on the county's model documents, as they may be amended from time to time, and subject to the review and approval of P&D, CHCD and County Counsel. These shall specify that the units remain affordable for a period of at least forty-five years. For each unit, the forty-five year period shall be restarted when the unit is sold or transferred, for a maximum period of ninety years unless preempted by state or federal programs. In addition, the running of the covenant shall be tolled during any period of violation. Planning and Development staff shall ensure compliance during construction.



EXHIBIT "C"

ADDRESS LIST OF AFFORDABLE HOUSING UNITS  
For  
**Hummel Village II TM 14,740 08AMD-00000-00005**

TOTAL NUMBER OF UNITS IN THIS PHASE OF THE PROJECT: 20  
TOTAL NUMBER OF AFFORDABLE UNITS FOR MODERATE  
INCOME HOUSEHOLDS: 2

ADDRESSES AND/OR UNIT NUMBER OF THE AFFORDABLE UNITS:

- 1) 622 Hummel Village Ct., #D
- 2) 624 Hummel Village Ct., #D