

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA FOR THE SALE OF COUNTY REAL PROPERTY LOCATED AT 217 RICE RANCH ROAD, SANTA MARIA CA (ASSESSOR PARCEL NUMBER 103-630-008)

WHEREAS, the County of Santa Barbara (“County”) owns property located at 217 Rice Ranch Road, located in the Orcutt Bluffs Development in Santa Maria, California (Assessor Parcel Number 103-630-008) as more fully described in the Property Description included as an attachment to this Resolution (Attachment A) (hereinafter, the “Rice Ranch Property”).

WHEREAS, the Rice Ranch Property is encumbered by an “Agreement to Provide Affordable Housing” recorded as instrument number 94-068861 in the Official Records of the County of Santa Barbara on September 7, 1994, and an “Agreement for Assumption of Resale Restrictive Covenant” recorded as instrument number 20 02 -0018372 in the Official Records of the County of Santa Barbara on February 26, 2002 (collectively, the “Affordability Restrictions”).

WHEREAS, the “Agreement to Provide Affordable Housing” was recorded against the Rice Ranch Property in 1994 in order to satisfy the County’s requirement for the provision of affordable housing, which the County imposed as a condition of approval for the development of a residential development known as Lorraine Estates.

WHEREAS, on or about May 9, 2007, in order to preserve the availability of housing affordable to very low, low, and moderate income and workforce families, the County Chief Executive Office purchased the Rice Ranch Property on behalf of the County of Santa Barbara in accordance with authority conferred by County of Santa Barbara Ordinance 4637, which was passed and adopted on January 16, 2007 in accordance with California Government Code Section 25350.60.

WHEREAS, resale of the property will aid the County’s efforts to preserve the availability of housing affordable to very low, low, and moderate income and workforce families, and, specifically ensure that an affordable housing unit that was produced under a County affordable housing program remains available to lower income residents of the County.

WHEREAS, it is intended that this resolution shall satisfy the resolution of intention requirement described at California Government Code Section 25535.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. This Board declares its acceptance of the Jose Vargas's bid of \$140,000.00 to purchase the above Rice Ranch Property, which was received through the open bidding process using the Request for Proposals attached hereto and incorporated herein as Attachment B. The sale shall be made under the terms and conditions contained in the Buyer Information Packet attached hereto and incorporated herein as Attachment C and made a part by reference.

Section 3. The Board authorizes and directs the Chair of the Board, or their designee, and the CSD Director to execute a Grant Deed, and related escrow documents, and to deliver them upon performance and compliance by the purchaser of all the terms or conditions of his contract to be performed concurrently therewith.

Section 4. The purchaser Jose Vargas shall be required to execute a Grant of Preemptive Right: Resale Restrictive Covenant and Option to Purchase Secured by Deed of Trust attached hereto and incorporated herein as Attachment D.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTY OF SANTA BARBARA

By _____
Peter Adam, Chair, Board of Supervisors

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By _____
Deputy Clerk

APPROVED AS TO ACCOUNTING FORM
THEO FALLATI
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO FORM
MICHAEL C. GHIZZONI COUNTY COUNSEL

By _____
Deputy County Counsel

ATTACHMENTS:

Attachment A – Legal Description of Subject Property

Attachment B – Request for Proposals

Attachment C – Buyer Information Packet

Attachment D – Grant of Preemptive Right: Resale Restrictive Covenant and Option to Purchase
Secured by Deed of Trust

THE LAND REFERRED TO HEREIN IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT PORTION OF LOT 81 OF TRACT NO. 12,609, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 94, PAGES 77, 78 AND 79, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AND DEFINED AS UNITS 77A, 77B, ON THAT CERTAIN CONDOMINIUM PLAN RECORDED IN BOOK 105, PAGES 30 TO 47 INCLUSIVE, OF CONDOMINIUMS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO:

AN UNDIVIDED 1/79TH INTEREST AS TENANTS IN COMMON IN AND TO ALL THOSE PORTIONS OF LOTS 17 AND 81 OF SAID TRACT NO. 12,609 SHOWN AND DEFINED ON SAID CONDOMINIUM PLAN AS COMMON AREA.

EXCEPTING FROM PARCELS ONE AND TWO ALL OIL, GAS AND HYDROCARBON SUBSTANCES, MINERALS AND OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND LYING BELOW A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT, HOWEVER, THE RIGHT OF ENTRY UPON THE SURFACE THEREOF, AS RESERVED FROM THOSE PORTIONS OF SAID LAND DESCRIBED IN THE DEEDS FROM LAWRENCE GEORGE AND MARJOIE O. GEORGE, RECORDED JULY 15, 1958 AS INSTRUMENT NO. 16577 IN BGOK 1839, PAGE 117 OF OFFICIAL RECORDS, AND RECORDED JUNE 27, 1960 AS INSTRUMENT NO. 2013.5 IN BOOK 1757, PAGE 78 OF OFFICIAL RECORDS.

A.P.N. 103-630-08



Request for Proposals

Affordable Housing Unit for Sale

217 E. Rice Ranch Road, Orcutt CA

Proposal Submittal Deadline:

April 20, 2016, 3:00 p.m.

County of Santa Barbara
Department of Community Services
Housing and Community Development Division
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101
(805) 568-3534

Introduction

Notice is hereby given that proposals are being accepted from qualified buyers to purchase the **Affordable Housing Unit located at 217 E. Rice Ranch Road, Orcutt, CA**. Proposals will be received by the Community Services Department/Housing and Community Development Division, until **3:00 p.m., April 20, 2016**. At that date and time, all proposals will be publicly opened and the names of the Proposers will be read aloud. Please submit a proposal in accordance with the instructions provided in this document.

Description of the Property

The home located at 217 E. Rice Ranch Road, Orcutt, CA 93455 is a 2 bedroom/2 bath unit located in the Orcutt Bluffs Development in the Mission Highlands neighborhood (the "Property"). The Property is a single level end unit containing 1,001 square feet of bright and airy living space, kitchen stovetop, laundry hook-ups, central heating, and a detached one car garage with automatic garage door opener. The community amenities include a basketball court, barbeque area, a swimming pool, hot tub, and ample guest parking spaces for visitors. It is centrally located to nearby parks, the Oak Knoll shopping center, schools, medical facilities and more. Built in 1979, the Property has been recently updated with new exterior paint, dual pane windows, sliding glass doors, and a new enclosed patio with south facing, 180 degree panoramic views overlooking the Solomon Hills. You will find a vast wilderness of open space and hiking trails directly across the street. There is easy access to Highway 101, CA State Route 135, and Highway 1 for commuters. Taking only minutes to drive to the beach and to the wine country, homeowners will enjoy the best of Santa Barbara County.

The Property will be sold subject to the Resale Restrictive Covenant with the County of Santa Barbara which will expire on September 7, 2024; a copy of the Resale Restrictive Covenant is included herein as Attachment "A" for review and reference. The Resale Restrictive Covenant requires that any subsequent sale of the home until September 7, 2024 will be made to a Lower-Moderate Income applicant with a family size of 2-5 persons where the household earns 81-100% of the Area Median income for Santa Barbara County. The Property shall be an owner's primary residence with an owner occupancy requirement for 10 out of the 12 months of the year. The maximum sales price for the unit will be listed at a below market rate determined by the County of Santa Barbara and updated on an annual basis. The existing maximum sales price for the unit is \$203,600. All qualified buyers applications will be considered regardless of purchase price. However, the County retains the right to reject all offers and to re-initiate this RFP in the future.

Showings of the Property will be conducted by brokers or staff from the County's Housing and Community Development Division ("HCD"). To schedule a viewing of the Property, please contact Andrew Kish, Housing Program Specialist, at (805) 568-3534 or by email at akish@co.santa-barbara.ca.us

Examination of the Request for Proposal

Proposers should carefully examine the entire RFP and addenda, if any, and should become fully aware of the requirements for submitting a response.

Preparation

The proposal must be complete in all respects as required in these specifications, described in detail in the section entitled "REQUIRED PROPOSAL CONTENTS" of this RFP. Proposals are to be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Steps for Proposal Development and Submittal

Step 1: Read the Buyer's Information Packet

The Buyer's Information Packet included herein as Attachment "B" includes all eligibility requirements the buyer must meet, as well as household size restrictions, income and asset restrictions, application review procedures, income determinations, and determining assets.

**Please read this information packet thoroughly*

Step 2: Pre-Approval of Bidding Application & Lender Financing

The "Bidding Application for Purchase" included here in as Attachment "C" must be completed, submitted with an initial application fee of \$25, and approved by the Housing and Community Development Division prior to submitting the proposal. All Bidding Applications must be submitted with a Pre-approval letter from a County Preferred Lender and be sent to HCD by mail or in person at **123 East Anapamu Street, 2nd floor, Santa Barbara CA 93101 no later than April 13th, 2016**. HCD shall have two (2) business days to review the Bidding Applications and respond to the proposer informing them of their eligibility to submit a sealed proposal to purchase the unit. When a proposer is deemed eligible, HCD will provide a formal Home Ownership Application (included here as attachment "D") to be completed and submitted with the sealed proposal and the remaining balance \$50 for the Home Ownership Application fee. That \$50 will be refunded to all applicants whose applications are not selected for presentation to the Board of Supervisors.

All proposers must receive a Pre-approval letter from a County preferred institutional lender. A list of County preferred institutional lenders are included in the Bidding Application.

Proposers are encouraged to include additional information they believe will assist in the evaluation of their proposals.

The deadline for submitting the Bidding Application for pre-approval is April 13th, 2016 at 3:00 p.m. HCD reserves the right to reject Bidding Applications for pre-approval not received by this date.

Step 3: Cover Letter & Offer to Purchase

Proposals must include a completed HCD Homeownership Application, a refundable \$50 for the remaining balance of the Homeownership Application fee, and a cover letter providing the primary contact person's information and offered purchase price. Please include all the following details: primary contact person's name, current address, phone number, and email address; household size, total household income, employment information; and offered purchase price. The prospective buyers are not required to include the name of their broker in their sealed bid. A sample cover letter is shown as Attachment E.

Step 4: Delivery of Proposal

Sealed proposals must be physically received by the Santa Barbara County Community Services Department/Housing and Community Development Division until **3:00 p.m., April 20th, 2016**, at the following address:

**County of Santa Barbara
Community Services Department - Housing
Attn: Rice Ranch RFP Response
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101**

Proposals postmarked 4/20/16, but received by the Community Services Department after that date will not be considered. At 3pm on Wednesday April 20th 2016, the proposals will be publicly opened and the names of the Proposers will be read aloud by a representative of the Community Services Department. No other information will be given at that time. Proposals received after that time will be returned to the proposer unopened.

Required Proposal Contents

All proposals should include, at a minimum, the information described in Step 3. The inclusion of any additional information the proposer believes will assist in the evaluation is encouraged.

Proposal Terms

Right to Reject Proposals and Waive Defects

This is not a bid solicitation and therefore, the County is not obligated to accept any proposal or to negotiate with any Proposer. In addition, the County reserves the right to reject any or all proposals without cause or liability, or waive any technical defect or discrepancy in a proposal.

Ownership of Proposal Documents

Proposer understands that all information, documents, records, and materials submitted to the

County in response to this RFP, and subsequent documents deemed necessary by the County, will become and remain irrevocably the exclusive property of the County. All information, documents, and material, with the exception of any documents that are exempt from public disclosure by law, will become public information and made available upon request for review to the other Proposers and the public after a selection has been made and recommended to the County Board of Supervisors.

Public Information Notice

All information received from Proposers will be considered confidential during the review process. After the proposal review team completes its evaluation, the team will recommend selection or another action to the County Community Services Director who will then make a recommendation to the County Board of Supervisors. At that point, all information will be treated as public information and made available upon request for review to the other Proposers and the public, with the exception of any documents that are exempt from public disclosure by law.

Proposal Evaluation Process

Criteria for evaluation

Specific criteria have been established to assist the County in the evaluation of the proposals.

- A. Applicant's ability to meet the Affordable Eligibility Restrictions as stated in the Buyer's Information Packet.
- B. Completed *Bidding Application for Purchase* that is written clearly and signed with a \$25 initial application fee.
- C. Pre-approval by a County preferred institutional lender as a qualified buyer.
- D. Completed Home Ownership Application

Home Ownership Application Review Procedures

- 1) Meet the qualification requirements detailed in Buyer's Information Packet
- 2) Applicant submits a refundable \$50 with Home Ownership Application
- 3) HCD Staff reviews the Home Ownership Application for completeness
- 4) HCD Staff will have up to one week to review each application, starting the date your application is deemed complete.
- 5) Once a complete application including all supporting documentation is received, HCD will review the application and notify the applicant when a decision is reached on HCD's selection of the buyer. All decisions are subject to third party verification.
- 6) Certifications are valid for a 90 day time period.
- 7) The property will be sold to the eligible buyer who submits the highest offer. In the event that multiple offers from eligible buyers are received at the same price, including the maximum sales price, a random number selection process will be employed to select the buyer.

Additional Information from Proposers

The Housing and Community Development Division of the Community Services Department, and the General Services Department reserve the right to use any additional criteria they deem to be appropriate in selecting the best proposal and may request information from Proposers beyond that specified in the RFP. In addition, Proposers may be requested to appear before the proposal review team. Upon conclusion of the evaluation process, all proposers that meet the Affordable Eligibility Requirements, are pre-approved by a County-preferred lender, and have an approved Bidding Application for Purchase, shall be notified in writing of their status as a Qualified Bidder.

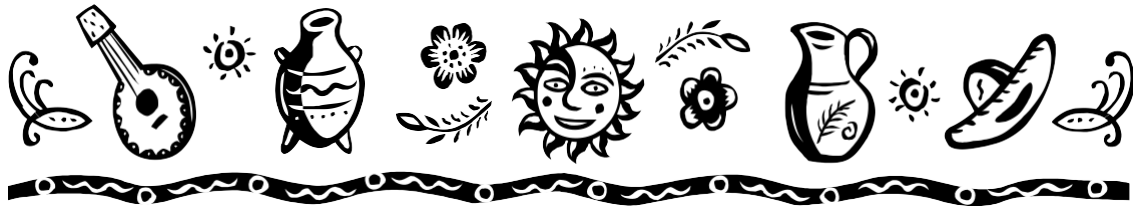
Final Determination by County Board of Supervisors

Once the Community Services Department has determined the best proposal, it will make a recommendation to the Board of Supervisors as to the best proposal. The Board of Supervisors will meet in open session to consider the recommendations of the Community Services Department. All Qualified Bidders will be provided written notice of that open session meeting and will have the opportunity to attend. Ultimately, the Board retains the right to reject all bids and initiate a new RFP process, or opt not to sell the property at that time.

Questions

If further information is needed regarding the requirements contained in the RFP, please contact Andrew Kish with the County's Housing and Community Development Division at: (805) 568-3534 or akish@co.santa-barbara.ca.us

If it becomes evident that this RFP must be amended, a formal amendment will be issued to the Proposers and, if necessary, a new proposal due date will be established. Verbal communications from County staff concerning the RFP are not binding on the County and shall in no way excuse the successful Proposer of obligations as set forth in the RFP, unless the RFP has been formally amended.



Orcutt Bluffs
217 E. Rice Ranch Road
Orcutt, CA

Buyer's Information Packet

PLEASE READ THIS INFORMATION PACKET THOROUGHLY

The Housing and Community Development Division of The Community Services Department for the County of Santa Barbara is pleased to announce the availability of one affordable attached condominium for sale in the Orcutt Bluffs Development located in Orcutt, CA. The condominium is available for purchase by households in the "Lower-Moderate" income category based on the policies of the Santa Barbara County Inclusionary Housing Ordinance and administered by the County's Housing and Community Development Division (HCD).

The Buyer's Information Packet describes the procedures for determining applicant eligibility to participate in the County of Santa Barbara's affordable housing program. A prospective applicant to purchase an affordable unit must receive certification of eligibility from the County of Santa Barbara prior to proceeding with the purchase.

Affordable Eligibility Restrictions:

In order to be eligible to purchase an affordable unit, County HCD must certify that the applicant meets the following criteria:

- ⇒ Applicants may not currently own real estate or have an interest in other residential real estate within the past 3 years prior to application. This consideration includes mobile home ownership if the owner of the mobile home owns the space in which the mobile home is parked.
- ⇒ Applicant's combined gross household income must fall below the maximum allowable household income in the "Lower Moderate" income category. All members of a household that are at least 18 years of age are considered applicants for purposes of applying for an affordable housing unit. The County will certify all adult household members (18 years of age and older) in calculating total household income. **See page 2 for income limits.*
- ⇒ At least one member of the household must provide proof of residency or proof of full-time employment in Santa Barbara County. (some exceptions may apply)
- ⇒ Applicant's household must meet the minimum household size requirements and must be within the maximum household size requirements.
- ⇒ The household's assets cannot exceed one-half of the purchase price of the affordable unit **See section on Income and Asset Restrictions on page 2.*
- ⇒ Maximum Allowable Gift is 20% of the Purchase Price.

- ⇒ All household members must provide proof of the right to permanently reside in the United States and provide proof such as a Birth Certificate, Certificate of Naturalization or a Permanent Resident Card.
- ⇒ Applicants must demonstrate they satisfy the County's "financially independence" requirement for at least the past year. **See section on Financial Independence on page 5.*
- ⇒ Applicants must agree to reside in the unit as their principal place of residence.
- ⇒ Sign and abide by the Grant of Preemptive Right: Resale Restrictive Covenant and Option to Purchase Secured by a Deed of Trust
- ⇒ Applicants must have funds available for minimum of 5% down payment (exception made for VA Financing). All financing must be approved by Housing and Community Development and must be a fully amortized, fixed rate loan.
- ⇒ Applicants must demonstrate that they have been living together as a housekeeping unit for a period of at least six (6) months prior to submitting an application, where a housekeeping unit shall mean two or more persons, related or not, but living together, and sharing assets or not. Proof of household status will be required at the time of certification.

HOUSEHOLD SIZE RESTRICTIONS

In order to efficiently allocate affordable housing resources, the condominium is restricted to households with a minimum of two (2) people and a maximum of five (5).

INCOME AND ASSET RESTRICTIONS

The affordable unit is offered for sale to households whose gross income and assets are within Santa Barbara County's "Lower-Moderate" (81% to 100% AMI) income category. Please see Determination of Income guidelines on page 4 for help determining your income and page 5 for determining your assets. The income and asset restrictions released for the 2015 year are provided below. These figures are subject to change annually; next change will be Spring 2016.

Household size	Maximum Allowable Household Income	Maximum Allowable Assets
2	\$60,300	(1/2 of Purchase Price)
3	\$67,850	
4	\$75,400	
5	\$81,450	

AFFORDABILITY TERM

The County's Affordable Housing Program requires this affordable condominium to remain subject to affordability restrictions until September, 2024.



EQUAL HOUSING OPPORTUNITY

The County of Santa Barbara is committed to providing equal housing opportunity for all people regardless of race, color, gender, religion, national origin, familial status or disability. If you believe you have been a victim of discrimination, contact the U.S. Department of Housing and Urban Development's Fair Housing Hotline at (800) 669-9777.

Housing and Community Development will make reasonable accommodations in rules, policies, practices or services at the request of persons with disabilities when these accommodations are reasonable and necessary to give disabled persons equal opportunity to apply for an affordable home. If you require such accommodations due to a disability, please submit a request in writing at the time you submit your application the accommodation you request and the reasons for it. Please also include a signed letter from your physician verifying the need for the accommodation requested.

APPLICATION REVIEW PROCEDURES

- 1) Read the above qualification requirements to determine if you meet HCD's Certification guidelines if you are eligible and qualify for this affordable unit.
- 2) Applicant must complete and submit a Bidding Application, a Pre-Approval Letter from their lender, an HCD Home Ownership Application, and all relevant attachments together with the non-refundable application fee of \$75.00 (only one fee per household) (cashier's check or money order made payable to the County of Santa Barbara) to begin the certification process.
- 3) HCD Staff will review the application for completeness. **Incomplete applications will not be accepted.**
- 4) HCD Staff will have up to two weeks to review each application, starting the date your application is deemed complete – that is, once we receive any additional requested items, explanations, and supporting documentation. Please note that all information provided in the application is subject to third party verification.
- 5) Once Housing and Community Development (HCD) receives a complete application, including all required supporting documentation, HCD staff will review the application and supporting materials and notify the applicant when a final determination is reached. All decisions remain subject to third-party verification.
- 6) Certifications are valid for a 90-day time period. If the applicant has not completed the purchase of this affordable condominium within this period, a new application or updated information may be requested or required past the 90 days.
- 7) The property will be sold to the eligible buyer who submits the highest offer. In the event of multiple offers from eligible buyers are received at the maximum sales price, the random number selection process will be employed to select the buyer.

NOTE: Applicants must complete and submit the application checklist to help ensure that the application package is complete to the best of your knowledge and all required supporting documentation is provided to HCD. Incomplete applications will not be considered for certification.

DETERMINATION OF INCOME

Housing and Community Development (HCD) will review applications to verify the applicant's combined annual household income does not exceed the designated "Lower-Moderate" income category. The determination of income is not based on last year's gross income, or the average of more than one prior year's income, but on a projection of the annual household income potential. HCD reserves the right to average prior year incomes as necessary to project income for self-employed people, and to project income based upon earning potential rather than just past income. These are HCD's guidelines; in some cases, HCD will make its final decision based on existing policies and practices and on staff member's professional judgment.

INCOME INCLUSIONS

- The **gross** amount of wages, salaries, **overtime** pay, commissions, fees, tips, bonuses and other compensation for personal services. Gross means before **any** payroll deductions including 401K contributions.
- The net income from the operation of a business, profession or active farming. Housing and Community Development staff will not make allowances for depreciation of capital assets in determining the net business income. Housing and Community Development also reserves the right to review additional business expenses and to exclude any, which are not likely to continue or are unnecessary.
- **Interest**, dividends and other net income of any kind from real or personal property (expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property).
- The gross amount of periodic payments received from Social Security for all household members, regardless of age.
- The gross amount of periodic payments from annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.
- Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay.
- Periodic allowances such as alimony and separate maintenance, child support payments received, housing allowances received and regular contributions or gifts received from persons not residing in the dwelling.
- That portion of scholarships provided for general living expenses, transportation and miscellaneous personal expenses.
- Lump-sum assets (gifts, inheritances, etc.) received in the previous two years prior to application unless the applicant is disabled or retired.

INCOME EXCLUSIONS

- Amounts that are specifically for or in reimbursement of the cost of medical expenses. Amounts that are expended and designated for large and continuing medical expenses of a member of the household are excluded.
- Lump-sum settlements for personal or property losses.
- That portion of scholarships that are provided for tuition, fees, books, equipment, materials, and supplies.
- Earned Income from the employment of children under the age of 18.
- Payments received for the care of foster children.
- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.

- The income of a live in aide, defined as a person who resides with an elderly, disabled, or handicapped person and:
 - is determined to be essential to the care and well-being of the person is not obligated to support the person, and would not be living in the home except to provide supportive service

DETERMINING ASSETS

In general terms, an asset is a cash or non-cash item that can be converted to cash.

ASSET INCLUSIONS

- Balances of Savings accounts and checking accounts.
- Stocks, bonds, savings certificates, money market funds, and other investment accounts.
- Cash value of trusts available to the household.
- Physical, monetary, and real property assets, which, although owned by more than one person, allow unrestricted, access by the applicant.
- Lump sum receipts, such as inheritances, capital gains, lottery winnings, insurance settlements and other claims.
- Equity in automobiles will be included in consideration of assets. Copies of all owned automobile registration, and related loan documents must be included in the Certification application.
- Cash value of life insurance policies.
- Assets disposed of for less than fair market value during 2 years preceding certification
- Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
- An applicant with total assets disposed of in the prior 12 months in excess of \$2,500 will have those assets counted.

ASSET EXCLUSIONS

- Assets not accessible to the household and that do not provide any income for the family.
- Assets that are a part of an active business or farming operation. NOTE: This asset exclusion is not applicable to individuals that operate a business out of residential real estate they own.
- IRA, Keogh, and similar retirement savings accounts, if withdrawal would result in a penalty.

FINANCIAL INDEPENDENCE

In order to be financially independent you must demonstrate you have not been claimed as a dependent on anyone's tax returns in the previous two years and are capable of maintaining your cost of living on your own through the income earned from your employer(s) without support from any other individual. Loans or gifts from relatives, associates, friends, etc., regardless of the terms, are considered financial assets and also may be considered income.

IF, AFTER READING THIS PACKET YOU STILL HAVE ADDITIONAL QUESTIONS, PLEASE EMAIL US AND A HOUSING SPECIALIST WILL CONTACT YOU.

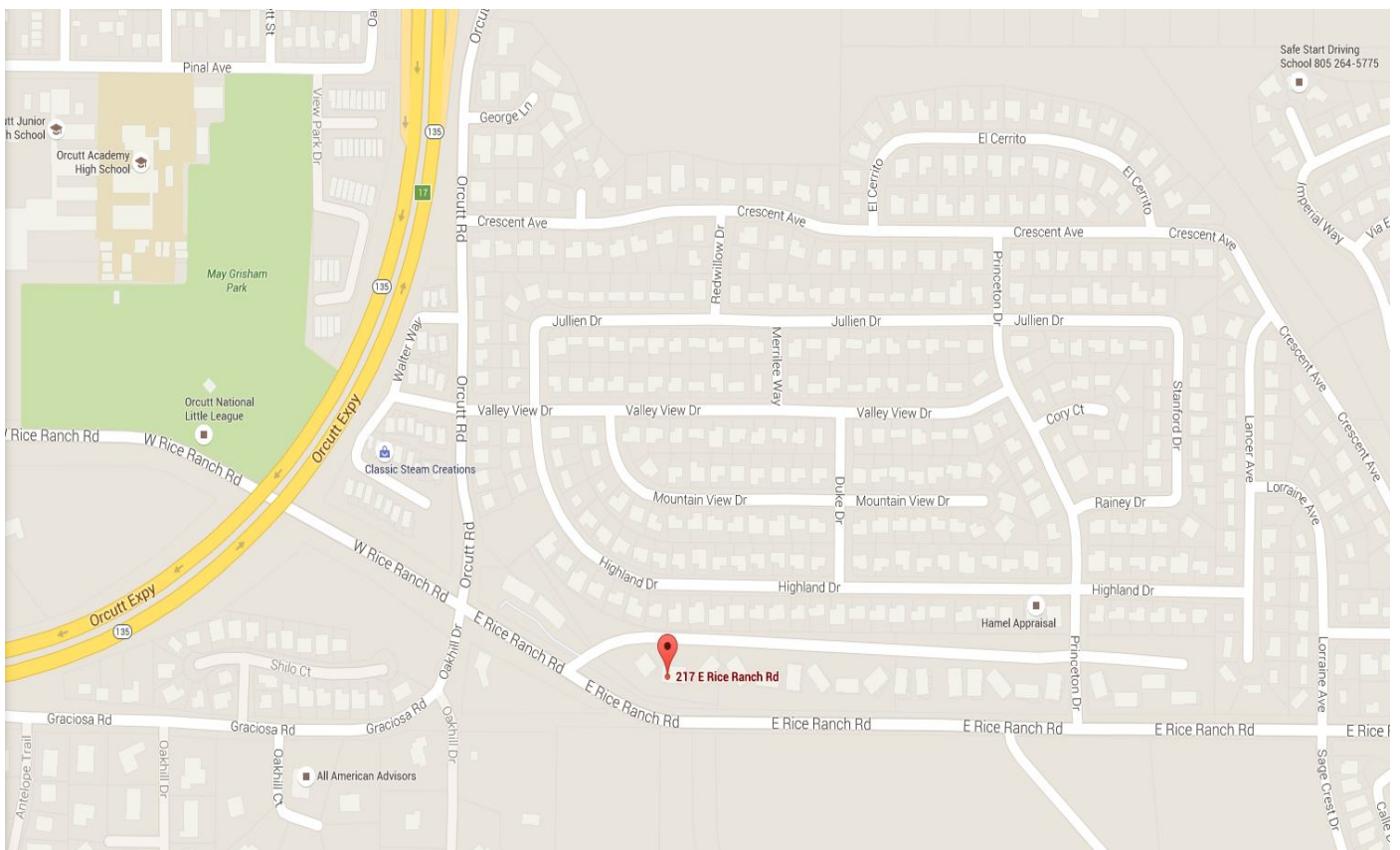
County of Santa Barbara Housing and Community Development Division of Community Services Department:
Andrew Kish, Housing Programs Specialist, email: akish@sbccsd.org phone # (805) 568-3534



217 E. Rice Ranch Rd. Property Description

The home located at 217 E. Rice Ranch Rd., Orcutt, CA 93455 is a 2 bedroom/2bath unit within the Orcutt Bluffs Development in the Mission Highlands neighborhood. This single level, end unit contains 1,001 square feet of bright and airy living space, kitchen appliances, laundry hook-ups, central heating, a detached one car garage with automatic garage door opener and ample guest parking spaces. The community amenities include a basketball court, barbeque area, a swimming pool and hot tub. It is centrally located to nearby parks, the Oak Knoll shopping center, quality schools, medical facilities and more. Built in 1979, this condo has been recently updated with new exterior paint, dual pane windows, sliding glass doors, and a new enclosed patio with South facing, 180 degree panoramic views overlooking the Solomon Hills. You will find a vast wilderness of open green spaces and hiking trails directly across the street. There is easy access to Highway 101 and Lompoc freeway access for commuters. Taking only minutes to drive to the beach and to the wine country, homeowners will enjoy the best of Santa Barbara County.

This unit will be sold subject to the existing Resale Restrictive Covenant with the County of Santa Barbara which will expire on September 7, 2024. The Resale Restrictive Covenant requires that any subsequent sale of the home until 9/7/24 will be made to a Lower-Moderate Income applicant with a family size of 2-5 persons where the household earns 81-100% of the Area Median income for Santa Barbara County. The unit shall be an owner's primary residence with an owner occupancy requirement for 10 out of the 12 months of the year. The maximum sales price for the unit will be listed at a below market rate determined by the County of Santa Barbara and updated on an annual basis. The existing maximum sales price for the unit is \$203,600 and the monthly HOA dues are \$390.



RECORDING REQUESTED BY AND RETURN TO:

Housing and Community Development
Attn: Affordable Housing Program
County of Santa Barbara
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101

NO FEE DOCUMENT PURSUANT TO
GOVERNMENT CODE SECTION 27383

APN: 103-630-008

**DEED OF TRUST WITH
ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, ASSIGNMENT OF (“Deed of Trust”) is made as of this _____ day of _____, 2016 by **Jose A. Vargas and Marlene Montano, husband and wife as Joint Tenants** (“Trustor”), to **First American Title Company**, as trustee (“Trustee”), for the benefit of the County of Santa Barbara, a public body corporate and politic (“Beneficiary”).

GRANT IN TRUST

1. GRANT. Trustor, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor’s interest in the property located at 217 East Rice Ranch Road, Santa Maria, CA 93455 in an unincorporated area of Santa Barbara County, California, as more particularly described in Exhibit A, incorporated herein by this reference (the “Property”); the Property is a condominium unit in that certain common interest development commonly known as Orcutt Bluffs.

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, together with rents, issues and profits.

All of the foregoing, together with the Property, is herein referred to as the “Security.”

OBLIGATIONS SECURED

2. OBLIGATIONS. Trustor makes this grant for the purpose of securing the following obligations:

A. That certain RESALE RESTRICTIVE COVENANT AND PREEMPTIVE RIGHT (“Covenant”) made by Trustor, to order of Beneficiary and extensions and renewals *thereof*; and

B. Payment of any sums advanced by Beneficiary to protect the security and priority of this Deed of Trust; and

C. Any liquidated damages accruing to Beneficiary under Covenant.

3. ENFORCEMENT. Upon the happening of a default under the Resale Restrictive Covenant recording concurrently herewith on _____ as instrument number _____, Beneficiary may, in addition to OTHER rights and remedies permitted by the Covenant, this Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including attorneys’ fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine.

4. APPOINTMENT OF A RECEIVER. In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents.

5. NO WAIVER OF POWER OF SALE. The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

RIGHTS AND OBLIGATIONS OF TRUSTOR

6. PERFORMANCE OF SECURED OBLIGATION. Trustor shall promptly perform each obligation secured by this Deed of Trust in accordance with the Covenant.

7. FORECLOSURE BY INSTITUTIONAL LENDER. If the Security is foreclosed upon by an Institutional Lender which is the maker of a loan secured by a First Deed of Trust; and the Security is transferred through a trustee's sale, judicial *foreclosure* or deed in *lieu of* foreclosure by an Institutional Lender on a First Deed of Trust, Trustor shall promptly pay to Beneficiary the amount of surplus to which Beneficiary is entitled pursuant to [Section XII.B.](#) of the Covenant.

8. MAINTENANCE OF THE SECURITY. The Declaration of Covenants, Conditions and Restrictions, ("CCRs") recorded against the Security in the Official Records of Santa Barbara County, California provides that the Owners' Association ("Association") shall among other things provide exterior maintenance and repair of all condominiums in the common interest development. To the extent that the Association is not obligated to, or does not, maintain the Security under the CCRs, trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security.

9. LIENS, ENCUMBRANCES, AND CHARGES. Except for purchase money loans, Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over *this* Deed of Trust.

10. DEFENSE AND NOTICE OF CLAIMS AND ACTIONS. Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security upon Trustor's receipt of notice thereof.

11. SUITS TO PROTECT THE SECURITY. Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or the rights of Beneficiary, (b) to preserve or protect its interest in the Security and in the Rents, and (c) to restrain the enforcement of or compliance with any governmental legislation, regulation, or order, if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or be prejudicial to the interest of Beneficiary.

12. DAMAGE TO SECURITY. Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security. Beneficiary acknowledges that [Article G.2](#) of the CCRs provides the mechanism by which a decision shall be made to repair or rebuild a damaged condominium unit and for payment of the expense of such rebuilding and repair.

13. TITLE. Trustor warrants that Trustor lawfully has legal title to the Security.

14. GRANTING OF EASEMENTS. Trustor may not grant easements, licenses, rights- of-way or other rights or privileges in the nature of easements **with** respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law. Beneficiary

acknowledges that certain easements have been granted with respect to the Security to other condominium owners in the Project and to the Association.

15. TAXES AND LEVIES. Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien *affecting* the Security. However, Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any contested liabilities. In the event that Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven business days after receipt of such notice. *Any* amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of interest as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

16. CONDEMNATION. Subject to the rights of any senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain (“Funds”) distributed to Trustor pursuant to [Article M.1](#) of the CCRs are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security.

17. ACCELERATION ON TRANSFER OF SECURITY; ASSUMPTION. In the event that Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers, or conveys its interest in the Security or any part thereof or interest therein, Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable.

18. RECONVEYANCE BY TRUSTEE. This trust is intended to continue for the entire term of the Covenant. At the end of the term of the Covenant, upon written request of Beneficiary and upon payment by Trustor of Trustee’s reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

19. EVENTS OF DEFAULT. A default of a material term of the Covenant shall also constitute an Event of Default under this Deed of Trust.

20. ACCELERATION OF MATURITY. Upon the happening of an Event of Default Beneficiary may declare this Deed of Trust immediately due and payable.

21. BENEFICIARY'S REMEDIES. Upon the happening of an Event of Default Beneficiary may proceed with any or all of the following remedies:

A. Declare any and all sums advanced by Beneficiary to protect the security and priority of this Deed of Trust immediately due and payable by Trustor;

B. Enforce the assignment of rents and right to possession as provided for in this Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

C. Cure any Monetary Default secured by the Property and add the amount of such payment to the amount owing to beneficiary;

D. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure Section 725(a) et seq. as amended, and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security;

E. Deliver to Trustee a written declaration of Default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold and exercise its power of sale as provided for below; or

F. Pursue any other rights and remedies allowed at law or in equity.

22. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust, and such receipts and evidence of any expenditures made or of liquidated damages accruing in favor of Beneficiary under the Covenant that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of

sale fixed by it in said Notice of Sale, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its

deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone the sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

23. APPLICATION OF SALE PROCEEDS. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: first, to the payment of all sums then secured by this Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines; and second, the remainder, if any, to the person or persons legally entitled thereto.

24. REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

25. SUBORDINATION. The terms and conditions of this Deed of Trust are and shall be subordinate to the terms and conditions of the CCRs. In addition, the terms and conditions of this Deed of Trust are and shall be subordinate to the liens, rights, duties and obligations of an Institutional Lender which is the maker of a purchase money loan secured by a deed of trust recorded in first position or a loan for refinancing of the Property that has been approved by the County and that is secured by a deed of trust recorded in first position.

The provisions of this Deed of Trust shall not impair the rights of an Institutional Lender with a loan on the Property meeting the requirements set forth above, to:

1. Foreclose or take title to the Property pursuant to the remedies in the Institutional Lender's deed of trust; or
2. Accept a deed or assignment in lieu of foreclosure in the event of default by a trustor; or
3. Sell or lease the Property to any person at any price, subsequent to exercising its rights under the Institutional Lender's deed of trust.

GENERAL PROVISIONS

26. GOVERNING LAW. This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

27. STATEMENT OF OBLIGATION. Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

28. CONSENTS AND APPROVALS. Any consent or approval of Beneficiary required under this Deed of Trust shall not be unreasonably withheld.

29. TIME. Time is of the essence in this Deed of Trust.

30. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

BENEFICIARY: County of Santa Barbara
123 E. Anapamu Street
2nd Floor
Santa Barbara, CA 93101
Attn: Affordable Housing Program Manager

TRUSTOR: Jose Vargas and Marlene Montano
217 E. Rice Ranch Rd
Orcutt, CA 93455

31. BINDING UPON SUCCESSORS. All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, Trustee, and Beneficiary.

32. WAIVER. Any waiver by Beneficiary of any obligation of Trustor in this Deed of Trust must be in writing. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or default of Trustor or to pursue any remedy allowed under the Deed of Trust or applicable law. Any extension of time granted to Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

33. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Deed of Trust must be in writing, and shall be made only if mutually agreed upon by Beneficiary and Trustor.

34. PROOFS OF CLAIM. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

35. SEVERABILITY. Every provision of this Deed of Trust *is* intended to be severable. If any term or provision of this Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected.

36. SUBSTITUTION OF TRUSTEES. Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee.

37. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

BY: _____
Jose A. Vargas

BY: _____
Marlene Montano

(Signature(s) must be notarized)

EXHIBIT A
Legal Description

