

RECORDING REQUESTED BY AND RETURN TO

Community Services Department  
Housing and Community Development Division  
County of Santa Barbara  
123 E. Anapamu Street, Room 202  
Santa Barbara, CA 93101

ATTN: HCD/Property Management

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APN(s): 075-020-007

AGREEMENT TO PROVIDE AFFORDABLE HOUSING  
AND RENTAL RESTRICTIVE COVENANT  
AND PREEMPTIVE RIGHT

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

PROJECT NAME:  
**CP LAND INVESTORS LLC HOUSING DEVELOPMENT**

COUNTY OF SANTA BARBARA PLANNING AND DEVELOPMENT DEPARTMENT CASE  
NUMBERS: 2CDP-00034, 24DVP-00006, 26AMD-00001

This Agreement to Provide Affordable Housing and Rental Restrictive Covenant and Preemptive Right (“Agreement”) is entered into by and between CP Land Investors, LLC, a California limited liability company (“Owner” & “Developer”), and the County of Santa Barbara, a political subdivision of the State of California (“County”) effective as of the first date duly executed by all of the parties hereto.

**RECITALS**

WHEREAS, Owner is the sole owner of that certain real property identified as Assessor’s Parcel Number 075-020-007, located at an unaddressed vacant parcel south of 763 Camino Pescadero, Goleta, CA 93117, 2nd Supervisorial District, as more fully described in Exhibit A, attached hereto and made a part hereof for all purposes (the “Subject Property”); and

WHEREAS, Owner and Developer proposes to develop on the Subject Property a residential development consisting of 24 residential units as described in County Planning and Development

Department Project Case Number(s) **24CDP-00034 24DVP-00006, and 26AMD-00001** to be called the **CP Land Investors LLC Housing Development** (the “Project”); and

WHEREAS, pursuant to Section 35-169 of the Article II of the Coastal Zoning Ordinance, Owner and Developer have requested approval of a Development Plan to allow for construction of the Project on the Subject Property, which is zoned SR-H-20; and

WHEREAS, the County has determined that the granting of approval for the applications submitted by Owner and Developer for the Project in Project Case Number(s) 24CDP-00034, 24DVP-00006, and 26AMD-00001 requires, as Project Conditions of Approval, that Owner and Developer (and all subsequent Owners during the Term, defined below) provide and maintain affordable housing on the Subject Property in the form of 3 residential units (the “Restricted Units”) which must, for a period of fifty-five 55 years, and 3 residential units (the “Restricted Units”) which must, for a period of twenty five 25 years, be leased in accordance with certain affordability criteria established by the County so that such Restricted Units will only be leased to, and shall remain affordable to, Very Low-income , Low-income, and Moderate-income households, consistent with the provisions of State Density Bonus Law, the Coastal Land Use Plan, the Housing Element of the Comprehensive Plan of the County of Santa Barbara, and the Project Conditions of Approval; and

WHEREAS, the Project Conditions of Approval require Owner and Developer to enter into and record this Agreement to Provide Affordable Housing and Rental Restrictive Covenant and Preemptive Right memorializing such affordable housing requirements; and

WHEREAS, the parties hereto are entering into this Agreement to memorialize maximum rent restrictions on each of the Restricted Units, and maximum income restrictions on tenants eligible to lease the Restricted Units; and

WHEREAS, this Agreement to Provide Affordable Housing and Rental Restrictive Covenant and Preemptive Right must be recorded prior to issuance of a Coastal Development permit and satisfies 24CDP-00034 Project Condition of Approval No. 27; and

WHEREAS, this Agreement to Provide Affordable Housing and Rental Restrictive Covenant and Preemptive Right must be recorded prior to issuance of a Development Plan permit and satisfies 24DVP-00006 Project Condition of Approval No. 27; and

WHEREAS, the purpose of this Agreement is to ensure that the 3 Restricted Units on the Subject Property remain affordable and available for lease by households earning no more than 50% of the Area Median Income, as that term is defined below, for a period of fifty-five (55) years, commencing upon the date of filing of the Certificate of Occupancy for the Subject Property applicable to 3 of the Restricted Units.

WHEREAS, the purpose of this Agreement is to ensure that the 1 Restricted Unit on the Subject Property remain affordable and available for lease by households earning no more than 80% of the Area Median Income, and 2 Restricted Units on the Subject Property remain affordable and available for lease by households earning nor more than 120% of the Area Median Income, as that term is defined below, for a period of twenty-five (25) years,

commencing upon the date of filing of the Certificate of Occupancy for the Subject Property applicable to 3 of the Restricted Units. The Restricted Units subject to this provision are to satisfy County Policy 5-10.b.

NOW, THEREFORE, in consideration of the benefits and good and valid consideration received by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## I. DEFINITIONS

- A. “Developer” shall mean CP Land Investors, LLC, a California limited liability company and their successors, designees, assigns, representatives, agents, affiliates, and subsidiaries.
- B. “Maximum Monthly Rent” means the maximum amount of monthly rent that may be charged for each Restricted Unit, calculated in accordance with the following formulas and updated in June of each year during the Term to reflect changes in AMI:

Very low-income  $(0.5 \times \text{Area Median Income} \times \# (\text{Unit Size Adjustment Factor for } \# \text{ bedroom unit}) \times 0.3) / 12$ , rounded to the nearest \$10, and reduced in accordance with the County Housing Authority utility allowance for Section 8 housing, which utility allowance for Section 8 housing is updated annually and posted on [www.hasbarco.org](http://www.hasbarco.org).

Low-income  $(.8 \times \text{Area Median Income} \times \# (\text{Unit Size Adjustment Factor for } \# \text{ bedroom unit}) \times 0.3) / 12$ , rounded to the nearest \$10, and reduced in accordance with the County Housing Authority utility allowance for Section 8 housing, which utility allowance for Section 8 housing is updated annually and posted on [www.hasbarco.org](http://www.hasbarco.org).

Moderate-income  $(1.2 \times \text{Area Median Income} \times \# (\text{Unit Size Adjustment Factor for } \# \text{ bedroom unit}) \times 0.3) / 12$ , rounded to the nearest \$10, and reduced in accordance with the County Housing Authority utility allowance for Section 8 housing, which utility allowance for Section 8 housing is updated annually and posted on [www.hasbarco.org](http://www.hasbarco.org).

The Maximum Monthly rent is intended to not exceed the maximum levels for either Very low-Income, Low-income, or Moderate-income households as established and updated annually by the Housing and Community Development Division of the County of Santa Barbara’s Community Services Department, consistent with the provisions of the County of Santa Barbara Housing Element and California State law,

including, but not limited to, California Government Code sections 65915 through 65918, inclusive.

- C. “Owner” shall mean CP Land Investors, LLC, a California limited liability company and each subsequent purchaser, devisee, transferee, grantee, holder, successor in interest, assignee, beneficiary, heir, legal representative, executor or trustee holding, claiming or asserting a claim of title to the Subject Property or any portion of or interest in the Subject Property during the Affordability Period, and, as set forth above, for purposes of this Agreement, shall also include Developer.
- D. “Restricted Units” (and each a “Restricted Unit”) means the 6 Units subject to occupancy and rent restrictions as set forth in this Agreement.
- E. “Subject Property” means the real property located at APN 075-020-007, Goleta, California 93117, in Santa Barbara County, California, which is more fully described in Exhibit A, attached hereto.
- F. “Tenant” means a tenant or occupant of a Restricted Unit.
- G. “Unit” means a residential housing unit on the Subject Property.
- H. “Very Low-Income Household” means a household whose annual gross income does not exceed 50% of Area Median Income, adjusted for household size in accordance with the household size adjustment factor described in County Code Chapter 46A-6(c), Table 6.6.
- I. “Low-Income Household” means a household whose annual gross income does not exceed 80% of Area Median Income, adjusted for household size in accordance with the household size adjustment factor described in County Code Chapter 46A-6(c), Table 6.6.
- J. “Moderate-Income Household” means a household whose annual gross income does not exceed 80% of Area Median Income, adjusted for household size in accordance with the household size adjustment factor described in County Code Chapter 46A-6(c), Table 6.6.
- K. “Area Median Income” means the median household income of the County of Santa Barbara as published by the State of California’s Department of Housing and Community Development, pursuant to Health & Safety Code 50093(c).
- L. “Project Conditions of Approval” means the conditions of approval set forth by the County in connection with the applications submitted by Owner and Developer for the Project, including, but not limited to, in connection with County Planning and Development Project Case Number(s) 24CDP-00034, 24DVP-00006, and 26AMD-00001.

- M. “Certificate of Occupancy” means a Certificate of Occupancy issued by the County of Santa Barbara Planning and Development Building and Safety Division for the Project and applicable to all of the Restricted Units after the Effective Date.
- N. “Initial Affordability Period” means the 55-year period for the very low-income units and 25-year period for the low income and moderate-income units commencing upon the filing of the Certificate of Occupancy.
- O. “Affordability Period” means the Initial Affordability Period, as extended (as provided below) by an amount of time equal to the aggregate amount of time during the initial Affordability Period when any of the Owner, Developer, Subject Property, Project, or any of the Restricted Units are not in compliance with this Agreement.

## II. TERM; ENFORCEABILITY

- A. Owner agrees to construct on the Subject Property, and thereafter maintain, 6 residential Units designated as “Restricted Units” for lease by 3 Very low-income, 1 Low-income and 2 Moderate-income Households at all times during the Affordability Period, in accordance with the Project Conditions of Approval, including, but not limited to, Development Plan application no. 24DVP-00006 Conditions of Approval No. 27 which are set forth in Exhibit B hereto, with the application submitted by the Owner and Developer in connection with the Project.
- B. The term of this Agreement shall commence as of the first date that this Agreement is fully executed by the County and Owner and Developer (“Effective Date”), and shall terminate on the date that is the day after the last day of the Affordability Period, unless earlier terminated in accordance with the provisions of this Agreement (the “Term”).
- C. Owner shall construct and designate the 6 Restricted Units on the Subject Property concurrently with the construction of the first of the other Units (e.g., market-rate Units on the Subject Property). Certificates of Occupancy for no more than 50% of the Units other than the Restricted Units shall be allowed prior to issuance of the Certificate of Occupancy for all of the Restricted Units, pursuant to the Project Conditions of Approval.
- D. During the Term, this Agreement shall bind the Owner and Developer and each additional or subsequent Owner, regardless of how such Owner’s interest in the

Subject Property was acquired, and the benefit hereof shall inure to the County and the County's successors, designees, and assigns. Upon any transfer of the Subject Property, the benefits and restrictions of this Agreement shall run with the land.

- E. The Subject Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied, at all times during the Term, subject to the covenants, conditions, restrictions and limitations set forth herein. All of the covenants, conditions, restrictions and limitations in this Agreement are intended to constitute both equitable servitudes and covenants running with the land.
- F. Any purchaser, beneficiary, trustee, successor in interest or assignee of the Subject Property, or of any portion of or interest in the Subject Property, no matter how such 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.
- G. Each Tenant of a Restricted Unit shall be subject to the restrictions of this Agreement, by the execution of a rental agreement or lease or by taking possession of a Restricted Unit, 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.
- H. In order to preserve, for the entirety of the Affordability Period, the affordability of the Restricted Units for Very Low-, Low-, and Moderate income Households, Owner, for itself and all of his successors in interest, assignees, transferees, 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.
- I. In addition to the requirements set forth above, only Very low-, Low-, and Moderate-income Households may apply to be a Tenant of a Restricted Unit. Eligibility of prospective Tenants shall be determined by the County's Community Services Department (CSD); however, CSD may choose, in CSD's sole discretion, to authorize the Owner to conduct income certifications, subject to review and monitoring by CSD, in accordance with the County Affordable Housing income requirements and Administrative Guidelines in effect at the time of such lease, including, but not limited to, income certification. Each Tenant of a Restricted Unit must execute, prior to occupancy of such Restricted Unit, a written agreement to occupy such Restricted Unit as such Tenant's primary residence. The amount of monthly rent for each of the Restricted Units shall not exceed the Maximum Monthly Rent.
- J. The parties hereto acknowledge that this Agreement is being executed and recorded prior to the Restricted Units being identified by address. The Owner agrees to record an addendum to this Agreement that shall include an updated Exhibit C to specify

the address of each Restricted Unit, subject to the approval of the Director of CSD (“Director”) or his designee.

- K. Each Restricted Unit shall be functionally equivalent and of similar quality to the other Units, including the market-rate Units.

### III. OCCUPANCY AND RENT RESTRICTIONS

- A. A total of 6 Units in the Subject Property shall be designated as Restricted Units set forth on Exhibit E, attached hereto and incorporated herein. The Restricted Unit must be occupied by, or reserved for occupancy by, certified Very low-, Low-, and Moderate-income Households at all times during the Affordability Period. The initial applicable maximum income level for a Very low-, Low-, and Moderate-income Household is described in Exhibit C hereto.
- B. The total amount of monthly rent charged for each Restricted Unit, inclusive of all fees and charges, including, but not limited to, utilities or a utility allowance if utilities are not included in rent, and including all services charged by Owner to Tenants, must not exceed the Maximum Monthly Rent.
- C. The income levels and other qualifications of applicants to lease as Tenants of a Restricted Unit shall be certified by Owner as conforming to the income restrictions for such Restricted Unit as set forth herein prior to initial occupancy. The income level and other qualifications of each Tenant occupying a Restricted Unit shall be re-certified by Owner annually thereafter. Certifications and recertification shall, upon County’s request, be subject to review and approval by CSD. Notwithstanding the above, the County reserves the right to perform certifications of eligibility and re-certifications instead of the Owner if the County so elects, in which case County will provide written notice of such election to Owner.
- D. In the event that re-certification of a Tenant occupying the Restricted Unit indicates that such Tenant’s household income exceeds the County’s maximum income limit for a Very low-, Low or Moderate income Household (i.e., 0-50% of Area Median Income for Very low, or 51-80% Area Median Income for Low, and 81-120% Moderate), then Owner shall terminate the tenancy of such Tenant(s) of such Restricted Unit upon ninety (90) days’ written notice from Owner to such Tenant(s). Upon the vacancy of such Restricted Unit, Owner shall rent such Restricted Unit to a qualified Very low-, Low-, or Moderate-income Household at no more than the Maximum Monthly Rent as provided for herein.
- E. Any transfer by any Owner of any interest in a Restricted Unit, in whole or in part, whether directly or indirectly, by operation of law or otherwise, including, but not limited to, by devise, bequest, foreclosure, or as part of or in conjunction with a transfer of the entire ownership interest in the Subject Property,

must be in accordance with all of the provisions of this Agreement, and each such transferee shall be subject to all of the provisions of this Agreement as an Owner hereunder.

#### IV. LEASING THE RESTRICTED UNITS

- A. Owner agrees that the Restricted Units shall be leased in compliance with the Tenant Selection Plan attached hereto as Exhibit F.
- B. Before leasing any of the Restricted Units, Owner shall submit its proposed Restricted Unit lease form to the Director for his review and approval (“Lease Form”). The term of each Restricted Unit lease shall be for no less than one year, unless by mutual agreement between the Tenant of such Restricted Unit and Owner. Subject to the election of the County to perform income certifications as set forth in Section III.C above, Owner shall have the right to enter into residential leases for the Restricted Units without prior written consent by CSD, provided that (1) Owner certifies the income and other eligibility requirements of each Tenant as required herein, and (2) each Restricted Unit is so leased pursuant to a rental agreement in the form of the Lease Form as approved by the Director, without modification (each, a “Restricted Unit Lease Agreement”).
- C. Each Restricted Unit lease must 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 Owner in a lawsuit brought in connection with the lease;
  - 2. An agreement by the Tenant that Owner may take, hold, or sell Tenant’s personal property 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 a Restricted Unit after the Tenant has moved out of such Restricted Unit. In such a case, Owner may dispose of such personal property in accordance with the laws of the State of California;
  - 3. An agreement by the Tenant not to hold Owner or Owner’s agent legally responsible for any action or failure to act, whether intentional or negligent;
  - 4. An agreement of the Tenant that Owner 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, except if the Tenant has provided false or misleading household income information that the Owner could not

have discovered despite the Owner's due diligence and good faith in reviewing, investigating and confirming such information.

- D. Owner shall include in each Restricted Unit Lease Agreement provisions which provide that the Tenant's household income is subject to recertification annually, and that the tenancy of such Tenant shall be immediately terminated should one or more of the Tenants of such Restricted Unit misrepresent any material fact regarding such Tenant's qualification as a qualifying Low-Income Household or refuse or fail to cooperate in the recertification process.
- E. Owner shall comply with all applicable State and local laws in terminating or refusing to renew a Tenant's lease.
- F. Prior to tenancy, each prospective Tenant of a Restricted Unit must complete, execute and deliver to Owner an Application for Certification on a form approved by County. Owner may request additional information to supplement the application as necessary and shall consult with the County if questions are raised regarding a prospective Tenant's eligibility. Notwithstanding the above, the County may elect to take over certifications of eligibility of applicants during the Term of this Agreement as provided for in Section III.C above.
- G. To be eligible to lease a Restricted Unit, a Tenant must not own any residential real estate.
- H. Owner may only lease the Restricted Units to Tenants whose eligibility has been certified to be qualified as Very-Low, Low-, or Moderate-income Households.
- I. In addition to executing a Restricted Unit Lease Agreement, Owner shall require that each Tenant leasing a Restricted Unit execute an agreement to occupy which shall require the Tenant to occupy such Restricted Unit as the Tenant's primary residence ("Intent to Reside"). Failure of Owner to enforce this requirement shall constitute a material violation of this Agreement.
- J. Owner hereby agrees to abide by the Tenant Selection Plan at all times during the Term. Modification of the Tenant Selection Plan can be made only pursuant to a written amendment of Exhibit F of this Agreement duly executed by both Owner and the Director.
- K. Owner shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease or rental of the Restricted Units on the basis of 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 basis prohibited by law.
- L. Owner agrees that each Restricted Unit shall be leased, at a minimum, in compliance with the marketing plan attached hereto as Exhibit D and incorporated herein

(“Marketing Plan”). Owner must comply with the Marketing Plan in marketing the Restricted Units. Owner agrees to abide by the Lottery Plan attached hereto as Exhibit E and by reference made a part of this Agreement as though set forth in full herein. The Lottery Plan shall only apply to the initial rental of each Restricted Unit.

## V. MANAGEMENT

- A. Owner is responsible for the selection of Tenants, evictions, collection of rents and deposits concerning rental of each Restricted Unit in the manner set forth herein. Such management functions over the Restricted Units may be performed by or on behalf of Owner only by an experienced, professional management company or organization which must be approved in writing in advance by CSD. The County shall have no responsibility over management of the Restricted Units. Owner shall submit to the County for County’s prior written approval Owner’s proposed designation of a property manager pertaining to the Restricted Units, which approval shall not be unreasonably withheld. Subject to prior written approval by the Director, which approval shall not be unreasonably withheld, Owner may replace such property manager at any time with a qualified professional management company.
- B. Owner shall submit its written management policies with respect to the Restricted Units to the Director for his or her review and approval, which approval shall not be unreasonably withheld, and shall amend such policies as directed by the Director as necessary to ensure that such policies comply with the provisions of this Agreement.
- C. At all times during the Term, Owner shall maintain records that clearly document Owner’s performance of its obligations hereunder. Owner shall submit to CSD all such records requested by CSD within thirty (30) days of such request. Owner shall permit the County or its designee to enter and inspect the Restricted Unit for compliance with Owner’s obligations under this Agreement upon twenty-four (24) hours’ advance notice of such visit by the County to Owner, and Owner shall provide written notice to Tenants of the Restricted Units regarding same.
- D. Owner shall submit to CSD (i) not later than March 1st of each year during the Term, a report for the preceding period of January 1st through December 31st, showing the necessary information to allow the County to determine Owner’s compliance with this Agreement, and (ii) within thirty (30) days after receipt of a written request, any other information or completed forms requested by the County to demonstrate Owner’s compliance with this Agreement.

## VI. ENFORCEMENT

- A. Upon any material violation of the provisions of this Agreement, or if any materially false or misleading statements are made in any document or certification submitted

to the County, the County may apply to a court of competent jurisdiction for specific performance of this 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. Owner understands that County's objective in requiring this Agreement is to ensure that the Restricted Units remain affordable to eligible Very Low-Income, Low-Income, and Moderate Income Households for the entirety of the Term, and that should Owner lease, or should a Tenant occupy, a Restricted Units in violation of the requirements set forth herein, the public interest would be prejudiced and the County would thereby be damaged. The parties hereto agree that it is impracticable and extremely difficult to fix the extent of actual damages to County from such a breach. However, the parties hereto 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 Owner as liquidated damages would be as follows:
1. **If a Restricted Unit is rented or leased for an amount in excess of the Maximum Monthly Rent permitted under this Agreement, Owner shall be liable to the County for damages in an amount equal to twice (2x) the difference between (a) the actual monthly rent charged by Owner for such Restricted Unit and (b) the Maximum Monthly Rent, multiplied by the number of months that such Restricted Unit has been leased in violation of this Agreement, or during which rent in an amount exceeding the Maximum Monthly Rent has been charged or collected for such Restricted Unit.**
  2. **If a Restricted Unit is rented or leased to a Tenant whose household income and other qualifications have not been certified as provided for herein, the required certification set forth in Section III must be completed within thirty (30) days of such non-compliance. If the Tenant's household income does not qualify for letting of the Restricted Unit as required by this Agreement, then in addition to Owner's obligation under Section III.(D) herein, Owner shall be assessed liquidated damages in the amount of three times (3x) the difference between the Tenant's gross monthly household income and one twelfth (1/12<sup>th</sup>) of the County's maximum annual household income level for Low Income households that is allowed for rent or lease of 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. Conversely, if any Tenant of a Restricted Unit is initially certified as a qualifying Very low-, Low or Moderate income Household, and a subsequent recertification reveals that such Tenant no longer qualifies as a Very low, Low or Moderate-income Household, then Owner shall not be subject to any penalty under this Section VI(B)(2) so long as Owner complies with the requirements of Section III(D), above.**

**Notwithstanding the foregoing, liquidated damages for Owner shall not apply if such Tenant has provided false or misleading household income information to Owner, and the Owner and property manager have conducted due diligence in accordance with this Agreement and applicable law and acted in good faith in reviewing such information.**

- 3. If a Restricted Unit is left vacant without efforts made to lease such Restricted Unit in accordance with this Agreement and the Marketing Plan, Owner shall be liable to the County for damages in an amount equal to twice (2x) the Maximum Monthly Rent, multiplied by the number of months of such vacancy.**

**Owner hereby agrees to the above liquidated damages provisions  
\_\_\_\_\_ (Owner's duly authorized representative's initials)**

- 4. 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, Owner 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, leased, Transferred or occupied in violation of this Agreement. Owner 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 Owner is 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 Project Conditions of Approval placed upon the Subject Property by the County, and in addition to the remedies provided for herein, a violation of this Agreement may be enforced as a violation of the Project Conditions of Approval.

## VII. ADDITIONAL PROVISIONS

- A. The County may assign its rights and delegate its duties hereunder without the consent of Owner. Upon such assignment or delegation, the County shall notify Owner.
- B. Owner and County each hereby covenant that such party has 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 Owner, the County, and their respective successors, transferees and assigns, without regard to whether such other agreement or covenant is executed before or after this Agreement.

- 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 by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.
- D. This Agreement shall be interpreted under the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
- E. 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 County Board of Supervisors approved the Project and the Project Conditions of Approval.
- F. All notices to a party hereunder shall be sent by certified mail, return receipt requested, to the address set forth for such party below, or such other address as such party may subsequently designate in writing in accordance with this Section VII.F:

To the County at:           Community Services Department  
                                           Housing and Community Development Division  
                                           123 E. Anapamu St. #202  
                                           Santa Barbara, CA 93101

To Developer at:           CP Land Investors, LLC  
                                           831 Cliff Drive Suite 100  
                                           Santa Barbara, CA 93109

To Owner at:                CP Land Investors, LLC  
                                           831 Cliff Drive Suite 100  
                                           Santa Barbara, CA 93109

- H. In the event of any transfer of the Subject Property, in whole or in part, whether directly or indirectly, by operation of law or otherwise, including, but not limited to, by devise, bequest, or foreclosure (“Transfer”), such transferee(s) shall be bound by the provisions of this Agreement as an Owner hereunder.
- I. Owner covenants to cause to be filed for record in the office of the County Recorder of Santa Barbara County a Request for a copy of any Notice of Default and a copy of any Notice of Sale be recorded with the original and all subsequent deeds of trust or mortgage with power of sale encumbering the Subject Property, pursuant to Section 2924b 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.

- J. Owner shall defend, indemnify and save harmless the County, its officers, officials, agents and employees from any and all claims, demands, damages, losses, costs, expenses (including attorney fees), judgments or liabilities arising out of, related to, or in connection with this Agreement or occasioned by the performance or non-performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission by or on behalf of the Owner or any of its agents, officers, representatives, or employees, except those claims, demands, damages, costs, expenses (including attorney fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.
  
- K. Each signatory and party to this Agreement warrants and represents that such party has the power and authority to enter into this Agreement in the name(s), title(s) and capacities herein stated and on behalf of any entities, persons or firms represented or purported to be represented by such entities, persons or firms, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

*Signatures appear on following page. No further text appears here.*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the Effective Date.

**COUNTY OF SANTA BARBARA**

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

By \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors  
(Signature must be notarized)

**ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD**

**DEVELOPER**

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

By: \_\_\_\_\_  
Name: Robert Forouzandeh  
Title: Manager, CP Land Investors, LLC  
(Signature must be notarized)

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

**OWNER**

**APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL**

By: \_\_\_\_\_  
Name: Robert Forouzandeh  
Title: Manager, CP Land Investors, LLC  
(Signature must be notarized)

By: \_\_\_\_\_  
Deputy County Counsel, Lauren Wideman

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

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

THAT PORTION OF THE DOS PUEBLOS RANCH, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF PASDO ROAD WITH THE EASTERLY LINE OF CAMINO DEL SUR AS SHOWN UPON THE MAP OF ISLA VISTA TRACT RECORDED IN BOOK 15 AT PAGES 81, 82 AND 83 OF MAPS, THENCE ALONG SAID EASTERLY LINE OF CAMINO DEL SURE NORTH 1,252.50 FEET; THENCE EAST 600 FEET TO A ½ INCH IRON PIPE; THENCE NORTH 140.50 FEET TO A ½ INCH PIPE SET AT THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

**THENCE 1<sup>ST</sup>** NORTH 140.50 FEET TO A ½ INCH PIPE

**THENCE 2<sup>ND</sup>** EAST 253.73 FEET TO A POINT DISTANT WEST 303.73 FEET FROM A POINT ON THE WESTERLY LINE OF OCEAN TERRACE TRACT, AS SHOWN ON THE MAP THEREOF RECORDED IN BOOK 15 AT PAGE 101, ET SEQ., OF MAPS, FROM WHICH POINT ON SAIN LINE OF OCEAN TERRACE TRACT, A ½ INCH PIPE BEARS WEST 50 FEET, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 'A' AS SHOWN ON PARCEL MAP No. 11,042 AS FILED IN BOOK 5, PAGE 59 OF PARCEL MAPS IN THE OFFICE AND SAID COUNTY RECORDER;

**THENCE 3<sup>RD</sup>** ALONG THE WESTERLY LINE OF SAID PARCEL 'A', SOUTH 140.50 FEET TO A POINT DISTANT EAST 253.95 FEET FROM THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID PARCEL 'A';

**THENCE 4<sup>TH</sup>** WEST 253.95 FEET TO THE TRUE POINT OF BEGINNING

**~ End of Description ~**

**EXHIBIT B**  
AFFORDABLE HOUSING CONDITIONS  
FOR  
**CP LAND INVESTORS LLC HOUSING DEVELOPMENT**

**PROJECT CASE NO.24DVP-00006, 24CDP-00034, 26AMD-00001**

27. Rules-29 Other Dept Conditions: Compliance with Departmental/Division letters required as follows:

1. Air Pollution Control District dated August 6, 2024;
2. Resource Recovery & Waste Management Division dated July 24, 2025;
- 3. Community Services District Housing Division dated August 1, 2024;**
4. Project Clean Water Division dated April 22, 2025;
5. Fire Department dated January 14, 2025;
6. Flood Control Water Agency dated April 23, 2025;
7. Parks Department dated July 24, 2025;
8. Transportation Division dated July 31, 2025.

Prior to Zoning Clearance/Land Use Permit, the applicant shall enter into and record an Agreement to Provide Affordable Housing for the deed restricted units produced, consistent with the provisions of the County of Santa Barbara's Coastal Land Use Plan and Government Code § 65915-65918. The Agreement shall include a model Restrictive Covenant and Preemptive Right, and subject to review and approval by Planning & Development, Community Services Department, and County Counsel.

EXHIBIT C

ADDRESS LIST OF AFFORDABLE HOUSING UNITS  
For  
**CP LAND INVESTORS LLC HOUSING DEVELOPMENT**

**PROJECT CASE NO. 24DVP-00006, 24CDP-00034, 26AMD-00001**

TOTAL NUMBER OF RESIDENTIAL UNITS IN THE PROJECT:	24
TOTAL NUMBER OF RESTRICTED UNITS IN THE PROJECT:	6
NUMBER OF AFFORDABLE UNITS FOR VERY LOW-INCOME HOUSEHOLDS	3
NUMBER OF AFFORDABLE UNITS FOR LOW-INCOME HOUSEHOLDS	1
NUMBER OF AFFORDABLE UNITS FOR MODERATE-INCOME HOUSEHOLDS	2

	<b><u>Address</u></b>	<b><u>Unit #</u></b>	<b><u>Bedrooms</u></b>	<b><u>Maximum Tenant Income Level</u></b>
1)	_____	_____	_____	<u>50% of AMI</u>
2)	_____	_____	_____	<u>50% of AMI</u>
3)	_____	_____	_____	<u>50% of AMI</u>
4)	_____	_____	_____	<u>80% of AMI</u>
5)	_____	_____	_____	<u>120% of AMI</u>
6)	_____	_____	_____	<u>120% of AMI</u>

**EXHIBIT D**

**CP LAND INVESTORS LLC HOUSING DEVELOPMENT**

*MARKETING PLAN*

FOR

**Project Case Nos. 24DVP-00006, 24CDP-00034, 26AMD-00001**

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- A. After the Agreement to Provide Affordable Housing and Rental Restrictive Covenant (“Agreement”), to which this Marketing Plan is attached as Exhibit F, has been recorded for the Project, the Housing and Community Development Division of the County’s Community Services Department (“HCD”) will publicly notify interested persons on the County’s Affordable Housing notification lists of the availability of the Restricted Units, including the Project’s name, location, number of Restricted Units, qualifying income, other qualifications and the phone number of the Owner or Owner’s duly authorized representative.
- B. Any time during the Term when one or more of the Restricted Units is not leased a Very Low-Income, Low Income, or Moderate-Income Household, Owner shall have the right to offer the Restricted Units as workforce housing to employees of the Owner’s business(s) prior to advertising their availability. Employment status and income qualifications shall be submitted to HCD by the Owner for eligibility verification. If the Restricted units are available after first offering to Owner employees, Owner will advertise the Project in at least one newspaper of general circulation, and at least one Spanish-language newspaper or radio station which circulates or broadcasts in the area of this Project. Each newspaper must include the official "Equal Housing Opportunity" logo, and each radio advertisement must incorporate the statement "Equal housing opportunity".

The Agreement to Provide Affordable Housing and Rental Restrictive Covenant applicable to the Project binds the Owner to this Marketing Plan. No changes to this Marketing Plan may be made other than as a written amendment to the Agreement executed by both Owner and the Director.

- C. Project advertising shall conform to the requirements of the California Fair Housing and Employment Act (FEHA) – California Government Code sections 12900 - 12996. Advertisements for the Project shall state that a lottery will be conducted if the number of interested persons exceeds the number of Restricted Units available (“Lottery”). The name and telephone number of the person to contact to participate in the Lottery and to obtain additional information regarding income requirements and resale restrictions shall also be provided in each advertisement for the Project. Each Project advertisement shall clearly state the deadline for inclusion in the Lottery. Owner shall provide HCD with a copy of each such publicized advertisement. The Lottery is only required for the initial rental of the units, after such time the Owner may select tenants consistent with the California Fair Housing and Employment Act (FEHA) – California Government Code sections 12900 – 12996.
- D. Owner shall conduct the following minimum marketing for the Restricted Units:
1. If there are Restricted units available after first offering to Owner employees, the Owner shall run at least one advertisement in the real estate section of the Santa Barbara Independent and at least one advertisement in one Spanish language newspaper or radio station which circulates or broadcasts in the area of this Project, and each such advertisement must be run at least one time per week for six weeks, or such additional time as required in

**EXHIBIT D**  
(continued)

Paragraph C of this Exhibit D, above (the “Advertisements”). At a minimum, the Advertisements shall be placed in the Real Estate section of each such publication. Publication of the Advertisements shall coincide with the time period when the Lottery list is open.

2. Each Advertisement shall include a phone number of Owner for phone inquiries and voicemail messages concerning the Restricted Units all times when the Lottery is open.
3. During the time period when the Lottery is open, information sheets must be available to prospective tenant of the Restricted Units identifying the level of affordability for the Restricted Units, qualifying income levels, an explanation of the income certification process, resale restrictions, floor plans, a site plan indicating the location of available Restricted Units, first-time homebuyers guides and other information concerning time of sale, time within which each person must be qualified as a Tenant, etc. Owner shall also have Lottery applications available to prospective Tenants.
4. Each prospective Tenant of Restricted Units must be identified in a list provided by the Owner to HCD for the purpose of implementing the Lottery pursuant to the requirements set forth in the Agreement.
5. The Restricted Unit will be rented to the parties identified and certified according to the requirements set forth in the Agreement.

**EXHIBIT E**

**LOTTERY PLAN FOR INITIAL RENTAL  
FOR  
CP LAND INVESTORS LLC HOUSING DEVELOPMENT**

**Project Case Nos. 24DVP-00006, 24CDP-00034, 26AMD-00001**

- A. Owner shall have the right to offer the Restricted Units as workforce housing to employees of the Owner’s business(s) prior to advertising their availability. Employment status and income qualifications shall be submitted to HCD by the Owner for eligibility verification.
- B. If there are Restricted units available after first offering to Owner employees, the Owner shall publish an advertisement for the Lottery consistent with the terms of the Marketing Plan in a newspaper of general circulation in the County. At the time a prospect expresses interest in renting a Restricted Unit, Owner, or the Owner’s duly authorized representative, shall provide to such interested person an informational packet describing income qualifications, the Lottery process and expected timing, County Income and Price Guidelines, County Income Certification Guidelines and Application, and rental restrictions applicable to the Restricted Units. *This information packet shall be developed in conjunction with, and subject to approval by, HCD.*
- C. Consistent with the California Fair Housing and Employment Act (FEHA) – California Government Code sections 12900 - 12996, the Owner shall not restrict Employee or Lottery applicants on the basis of race, color, religion, national origin, gender, age, familial status, or handicap, or any other basis prohibited by law.
- D. Owner shall provide a dated receipt to each prospective Tenant who completes a Lottery Application (each a “Lottery Applicant”), which receipt shall correspond to the number of the applicant on the Lottery list.
- D. During the marketing period specified in Section D.1 of the Marketing Plan, above, Owner shall maintain a list of Lottery applicants, including all of the following information for each Lottery applicant:
  - 1. Name
  - 2. Lottery Receipt Number and Date Issued
- E. Owner shall accept completed Lottery Applications from applicants for a minimum of 15 days **or until the number of applicants is at least three times the number of Restricted Units available**, whichever occurs sooner. However, the acceptance of names shall not be required to continue for more than 90 days.
- F. The name of each Lottery Applicant must be included in the Lottery; provided, however, that the name of a Lottery Applicant may be excluded from the Lottery upon—and only upon—the prior written approval HCD in each instance.
- G. HCD shall conduct the Lottery by assigning computer-randomized ranking of the names on the list of all Lottery Applicants who timely submitted complete Lottery Applications. Such computer-randomized list (“Lottery Results”) shall be made publicly available at the Owner’s sales office within 48 hours of Owner’s receipt of the Lottery Results from HCD.

**EXHIBIT E**  
(continued)

The Lottery Results will also be made available at the office of the County's Community Services Department, and on the HCD website.

- H. Within 48 hours after Lottery Results are published by the Owner and HCD, Owner and HCD will contact the seven top-ranked Lottery Applicants on the Lottery Results list (each a "Lottery-Selected Applicant") and will provide by mail or email each Lottery-Selected Applicant with an Income Certification application attached as an Exhibit hereto, and instructions to complete and return such Income Certification application to HCD no later than the date that is ten days thereafter, via any of the following: mail, hand delivery, email, or fax. Late Income Certification applications may not be accepted. In the event that a Lottery-Selected Applicant fails to timely return a completed Income Certification application to HCD, or a Lottery-Selected Applicant notifies Owner or HCD in writing signed by such Lottery-Selected Applicant that such Lottery-Selected Applicant is no longer interested in leasing a Restricted Unit, Owner and HCD will contact the next-ranked Lottery Applicant from the Lottery Results and will provide such Lottery-Selected Applicant with an Income Certification application and instructions to complete and return such Income Certification application to HCD no later than the date that is one week thereafter.
- I. HCD will determine the eligibility of Lottery Applicants in the order of their submitting an Income Certification Application to HCD for processing, and shall provide a copy of each such Income Certification Results Notice to the Applicant and Owner. When a Lottery-Selected Applicant is deemed certified by HCD in accordance with the provisions of this Agreement ("Certified Lottery-Selected Applicant"), HCD shall promptly notify such Certified Lottery-Selected Applicant and Owner, in writing, via email or United States Postal Service mail addressed to the e-mail or mailing address provided for such Certified Lottery-Selected Applicant in such Certified Lottery-Selected Applicant's Lottery application, that such Certified Lottery-Selected Applicant is eligible to rent a Restricted Unit ("Certification Results Notice"), and shall provide such Certified Lottery-Selected Applicant, together with such Certification Results Notice. A Restricted Unit Lease Agreement and instructions to sign and return such Restricted Unit Lease Agreement to Owner, by appointment scheduled in accordance with Section K, below.
- J. In the event that an HCD-Certified, Lottery-Selected Applicant fails to timely sign and return such Restricted Unit Lease Agreement to Owner, or a Certified Lottery-Selected Applicant notifies Owner in writing signed by such Certified Lottery-Selected Applicant that such Certified Lottery-Selected Applicant is no longer interested in leasing a Restricted Unit, Owner and HCD will contact the next-ranked Lottery Applicant from the Lottery Results and will provide such Lottery-Selected Applicant with an Income Certification application and instructions to complete and return such Income Certification application to HCD no later than the date that is one week thereafter.
- K. Within fourteen business days (Monday through Friday) after the Lottery Results are posted to the HCD website, lottery selected applicants shall confirm an appointment with the Owner to lease a Restricted Unit, which appointments shall begin on the day following the fourteenth business day after the Lottery Results are posted on the HCD website. The Owner and Certified Lottery Selected Applicants shall set up consecutive appointment time slots (each an "initial slot") for Certified Lottery Selected Applicants in order of the Applicant and the Owner's receipt of an HCD Certification Results letter. If a Lottery-Selected Applicant is unable to attend an appointment with Owner during the initial slot mutually agreed upon for such Lottery-Selected

**EXHIBIT E**  
(continued)

Applicant (“Initially-Unavailable Certified Lottery-Selected Applicant”), then the Owner may make such initial slot appointment time available to the next HCD Certified Lottery-Selected Applicant, and Owner shall provide such Initially-Unavailable Certified Lottery-Selected Applicant with the opportunity for such an appointment during the next available initial slot. If a Restricted Unit is still available after the last initial slot, then the Owner shall first coordinate additional appointment times with each Initially-Unavailable Certified Lottery-Selected Applicant in order of their respective HCD Certification before Owner may proceed down the list of Lottery-Selected Applicants, in order of Lottery ranking, and schedule appointment slots with Certified Lottery-Selected Applicants with lower Lottery rankings than such Initially-Unavailable Certified Lottery-Selected Applicants.

- L. If a Certified Lottery-Selected Applicant has not executed a Restricted Unit Lease Agreement within 90 days of Owner’s Certification Notice to such Certified Lottery-Selected Applicant, such Certified Lottery-Selected Applicant must submit to Owner a new Income Certification application in order to maintain such Certified Lottery-Selected Applicant’s Lottery Results ranking and priority offers of appointment slots.
  
- M. If one or more of the Restricted Units remains available after all Lottery-Selected Applicants have either signed a Restricted Unit Lease Agreement, withdrawn their applications from consideration (in writing signed by such Lottery-Selected Applicant), had their Income Certification application duly denied by HCD, or allowed 90 days to lapse after HCD’s Certification Notice to such Certified Lottery-Selected Applicant without submitting to HCD a new Income Certification application, then Owner may accept applications to be processed by HCD for such Restricted Unit(s) in accordance with the provisions of the Agreement other than this Exhibit E.

**EXHIBIT F**  
**TENANT SELECTION PLAN**  
**FOR**  
**CP LAND INVESTORS LLC HOUSING DEVELOPMENT**

**Project Case Nos. 24DVP-00006, 24CDP-00034, 26AMD-00001**

**APPLICATION**

The Rental Application is very important. The selection of residents is based upon a careful review and confirmation of the information supplied by the Applicant with respect to past rental history, employment, financial references and the like. A careful and thorough screening of all Applicants is vital to the successful operation and management of any given property on a long-term basis.

After each Applicant over 18 years of age has fully completed and signed the Application, Landlord shall review the application to make certain the information on the application meets the following criteria prior to verifying income, employment and landlord references and credit, etc. Applications not signed in the site management office shall be notarized:

1. AGE. Primary Applicant(s) must be over 18 years old.
2. INCOME. "Very Low-Income Household" means a household annual gross income does not exceed the maximum income levels permitted within the very low income category (at or under 50% of area median income) established by the County. "Low-Income Household" means a household annual gross income does not exceed the maximum income levels permitted within the Low-income category (at or under 80% of area median income) established by the County. "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.
3. EMPLOYMENT. If the Applicant is self-employed, landlord will review copies of the two most recent years' tax returns (IRS form 1040). Otherwise, contact the employer and verify employment, type of job, salary and prospects for continued employment. If this information does not approximate that shown on the application, deny the application. If Landlord has any doubt of the validity of the employment reference, Landlord shall call the company and ask for the Personnel Department, get the name and title of the person spoken with, and proceed to request the information mentioned earlier.

Landlord will need to know the Applicant's employment history for at least two years. If this includes more than three jobs in the past two-year period, Landlord shall determine the reason. It could be quite legitimate - a skilled craftsman could have two or three employers in a year with little loss of salaried time. Gaps in employment can be more relevant than job change. If there is no satisfactory explanation, Landlord may have a potential rent collection problem or other problems (Check to see if there is also a frequent moving history.) Landlord may reject the Applicant if there are no satisfactory explanations. If an employer refuses to give Landlord information on the phone, Landlord must contact the Applicant(s) and ask the Applicant to have the employer mail you written confirmation of the length and type of employment. Landlord shall inform the Applicant that the application will receive no further consideration until that information is received.

**EXHIBIT F**  
(continued)

If the Applicant does not meet the criteria, the Applicant is to be told and sent a denial letter. All denied applications must be kept in the file marked: "Rental Applications - Not Accepted" for 6 months and then sent to the corporate office. If the Applicant does meet all the criteria, the Applicant will either be placed on a waiting list or, if there is no other Applicant ahead of this Applicant, the Applicant may rent the available unit. Once the application is approved, notify the Applicant immediately.

**LEASING**

- For each Restricted Unit, the total rent charged inclusive of all fees and charges including utilities, or a utility allowance if utilities are not included in rent, including all services charged to tenants, cannot exceed the Maximum Monthly Rent.
- In the event that re-certification of a household occupying a Restricted Unit indicated that the income of that household exceeds the maximum income for a Low-Income Household, then upon the ninety (90) days' notice from Landlord to the Tenant, Landlord shall terminate the tenancy of the occupants of the Restricted Unit. Upon the vacancy of the Restricted Unit, Landlord shall rent the Restricted Unit to a qualified Low-Income Household at no more than the Maximum Monthly Rent as provided for herein.

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 judgement 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 winds in a court proceeding by Lessor against the Tenant. The Tenant however may be obligated to pay costs if the Tenant loses.
  - Landlord shall include in leases for all Restricted Units provisions which provide that the household is subject to recertification annually 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 Very-Low Income, Low-Income, or Moderate Income Household or repeatedly refuse or fail to cooperate in the recertification process.
  - To terminate or refuse to renew a tenancy, Landlord must serve written notice upon the Tenant specifying the grounds for the action at least 60 days before the Notice of termination of tenancy.
  - Prior to tenancy, applicants for Restricted Units must complete, execute and deliver to Landlord an Application for Certification on a form approved by County. The Landlord may request

**EXHIBIT F**  
(continued)

additional information to supplement the application as necessary and shall consult with the County if questions are raised regarding a household's eligibility.

- To be eligible to lease a Restricted Unit, tenants cannot own any improved residential real estate.
- Landlord may only lease Restricted Units to Tenants whose eligibility has been certified to be qualified Tenants.
- In addition to executing a lease for a Restricted Unit, Landlord 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 Landlord to enforce this requirement shall constitute a material violation of this Agreement.
- Landlord shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease or rental of the Restricted Units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, family status, and source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or any other arbitrary basis.

**MANAGEMENT**

- Landlord is responsible for the selection of tenants, 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 Landlord by an experienced, professional management company or organization which must be approved by the County's Community Services Department. The County shall have no responsibility over management of the Subject Property including the Restricted Units. Landlord shall submit to the County for its approval its proposed property manager pertaining to the Restricted Units, which shall not be unreasonably withheld. Landlord may only remove and/or replace the property manager for the Restricted Units with the prior written consent of the County which shall not be unreasonably withheld.
- Landlord shall submit its written management policies with respect to the Restricted Units to the County's Community Services Department for its review and approval which shall not be unreasonably withheld, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.
- Landlord shall maintain records that clearly document Landlord's performance of its obligations to operate the Subject Property under the terms of this Agreement. Landlord shall submit any records to the County's Community Services Department within ten (10) business days of the County's request. Landlord shall permit the County or its designee to enter and inspect the Restricted Units for compliance with obligations under this Agreement on twenty-four (24) hours advance notice of such visit by the County to Landlord and to Tenants of any Restricted Units.
- Landlord shall submit to the County's Community Services 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 Landlord'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.



**COUNTY OF SANTA BARBARA**  
**AFFORDABLE HOUSING PROGRAM**  
**PROPERTY MANAGEMENT PROGRAM**  
**RESIDENTIAL LEASE APPLICATION**

**-- Each occupant over 18 years of age must complete their own separate application --**

To be eligible to participate in the County’s Affordable Housing Program, County staff reviews all information provided throughout this application process. The Property Management division reserves the right to ask for additional documents and information as deemed necessary to accurately assess applicants’ eligibility. **Any discrepancy in information is grounds for disqualification from the current application process and future opportunities to apply.**

**FEES:** Applicant must submit an application fee of **\$25.00, per adult/per application**, in the form of a personal check, cashier’s check or money order for processing and reviewing. This is a non-refundable fee.

Please make payable to: County of Santa Barbara

Applications will not be accepted unless EACH LINE is accounted for – that is, either with the appropriate response or otherwise mark “Not Applicable” (N/A) accordingly. Please do not leave ANY line blank.

**\*Applicant must initial at the bottom of each page.**

1. Name of Development:

\_\_\_\_\_

2. Property Address:

\_\_\_\_\_

3. Your household’s Income Level:     Very Low                       Low                       Lower-Moderate

Upper-Moderate                       Middle-Median

**Applicant Information:**

1. Name of Applicant:

a. First: \_\_\_\_\_

b. Middle: \_\_\_\_\_

c. Last: \_\_\_\_\_



# of Adults over age 18: \_\_\_\_\_ + # of Children under age 18: \_\_\_\_\_ = Total: \_\_\_\_\_

---

**Residency Information:**

Number of years as a Santa Barbara County Resident: \_\_\_\_\_ years \_\_\_\_\_ months

1. Current Residence:

a. Street: \_\_\_\_\_ Apt. # \_\_\_\_\_

b. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

2. Date Moved-In: \_\_\_\_/\_\_\_\_/\_\_\_\_

3. Monthly Rent: \$ \_\_\_\_\_ INITIAL: \_\_\_\_\_

4. Utility bills in your name:  Gas  Electricity  Water  Trash  None

INITIAL: \_\_\_\_\_

---

5. Previous Address: (if you have lived at your current address for less than a year)

a. Street: \_\_\_\_\_

Apt. # \_\_\_\_\_

b. City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Date Moved-In: \_\_\_\_/\_\_\_\_/\_\_\_\_ Date Moved-Out: \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Monthly Rent: \$ \_\_\_\_\_ INITIAL: \_\_\_\_\_

8. Reason for move:

\_\_\_\_\_

---

**Asset Verification:**

1. List all vehicles owned, driven, available for use, and that will be parked on the Property:

Yr. Make: Model: Series License Plate: State: Registered Owner:

Mileage:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

2. List all other Assets in excess of \$2,500.00 (if more than 2, please attach additional sheet with listing):

**\*\*Assets Include, but are not limited to:** (Time shares, vacation properties, mobile homes, land, business and partnership investments, boats, watercrafts, motorcycles, antique/classic vehicles, cash on hand)

Type of Asset:

Value:

a. \_\_\_\_\_  
b. \_\_\_\_\_

\$ \_\_\_\_\_:\_\_\_\_\_  
\$ \_\_\_\_\_:\_\_\_\_\_  
\_\_\_\_\_

**Please answer the following:**

1. Do you have any non-employment income (for example, one-time and/or repeat allowance from family member/friend/coworker)?  yes  no INITIAL: \_\_\_\_\_  
If yes, how much: \$\_\_\_\_\_, how frequently: \_\_\_\_\_,  
and for what purpose:  
\_\_\_\_\_

2. Is there any outstanding debt owed to you?  yes  no

INITIAL: \_\_\_\_\_

3. Is there any outstanding debt you owe?  yes  no

INITIAL: \_\_\_\_\_

4. Are you on active military duty?  yes  no

INITIAL: \_\_\_\_\_

5. Are you currently in a legal dispute?  yes  no

INITIAL: \_\_\_\_\_

Have you ever:

6. Been evicted or asked to move out by a landlord?  yes  no

INITIAL: \_\_\_\_\_

7. Filed for bankruptcy?  yes  no

INITIAL: \_\_\_\_\_

8. Had any credit delinquencies?  yes  no

INITIAL: \_\_\_\_\_

Do you currently receive the following:

9. Self-Employment Income  yes  no

INITIAL: \_\_\_\_\_

10. Pensions and/or Social Security  yes  no

INITIAL: \_\_\_\_\_

11. Interest/Dividends  yes  no

INITIAL: \_\_\_\_\_

12. Alimony/Child Support  yes  no

INITIAL: \_\_\_\_\_

13. Income from Military Service  yes  no

INITIAL: \_\_\_\_\_

14. Other Income  yes  no

INITIAL: \_\_\_\_\_

If yes to any of the above, please explain and provide documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Verification of Financial Assets**

County regulations require financial asset verification of all applicants' household assets under the County's Affordable Housing Program. We ask for your cooperation in providing this information that will be used to determine the applicant's eligibility for program participation. **In signing below, I understand that any misrepresentations and/or omissions may result in disqualification of my Residential Lease Application.**

**\*\*Financial Assets include, but are not limited to:** (Savings, Checking, Trust Funds, Money Market Accounts, Stocks, Bonds, Certificate of Deposits (CD), IRA, Keough, Retirement, 401(k), Deferred Compensation, Lump-sum receipts, Inheritances, Settlements, Business Accounts, Life Insurance, etc.)

Name of Financial Institution: Branch, City, State: Type of Account: Current Balance: Account #:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

*\*\* (if more than 6, please attach additional sheet with listing)*

I understand that not all reported financial assets will necessarily be used for determination of income and assets. INITIAL: \_\_\_\_\_

---

Do you have an online business?     yes     no    Name of Business: \_\_\_\_\_  
Do you have a Paypal Account?  yes     no    Balance: \$ \_\_\_\_\_ at \_\_\_\_/\_\_\_\_/\_\_\_\_

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**\*\*Authorization to release information:** I hereby authorize my financial institution to release any requested information to the County of Santa Barbara.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Employment History – Please attach an additional sheet if necessary**

**How many employers have you had in the last 6 months?** \_\_\_\_\_ (This includes full-time, part-time, seasonal, freelance, and contractor positions) INITIAL: \_\_\_\_\_

**Please complete the top two sections for each employer you have had in the last 6 months:**

1. **Current Employer:** \_\_\_\_\_
  2. Employer's Address: Street: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
  3. Start Date: Month: \_\_\_\_\_ Year: \_\_\_\_\_
  4. Gross Monthly Income: \$ \_\_\_\_\_ Pay Frequency: \_\_\_\_\_ (bimonthly, biweekly)
  5. Position: \_\_\_\_\_ Number of Hrs. Worked a Week: \_\_\_\_\_
  6. Overtime Availability:  yes  no Overtime Pay Rate: \$ \_\_\_\_\_ . \_\_\_\_\_
  7. Is pay received for vacation?  yes  no Number of vacation days a year: \_\_\_\_\_
  8. Is other compensation not included above (specify type and amount -- for tips, commissions, bonuses, etc.)?  yes  no If yes: \_\_\_\_\_
- 

9. **Second Employer (if applicable):**

- \_\_\_\_\_
10. Employer's Address: Street: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
  11. Start Date: Month: \_\_\_\_\_ Year: \_\_\_\_\_
  12. Gross Monthly Income: \$ \_\_\_\_\_ Pay Frequency: \_\_\_\_\_ (bimonthly, biweekly)
  13. Position: \_\_\_\_\_ Number of Hrs. Worked a Week: \_\_\_\_\_
  14. Overtime Availability:  yes  no Overtime Pay Rate: \$ \_\_\_\_\_ . \_\_\_\_\_
  15. Is pay received for vacation?  yes  no Number of vacation days a year: \_\_\_\_\_
  16. Is other compensation not included above (specify type and amount -- for tips, commissions, bonuses, etc.)?  yes  no If yes: \_\_\_\_\_
- \_\_\_\_\_

I hereby certify under penalty of perjury the employment information contained herein is true, correct, and complete.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# Request for Verification of Employment

You must complete this entire form for every employer under which you are employed and/or were employed within the last 6 months. County regulations require us to verify employment for all members of the household applying for participation in the Affordable Housing Program. We ask your cooperation in supplying this information

**INSTRUCTIONS:** Applicant, please complete questions #7 and #8. Employer, please complete either Part II or Part III as applicable. Complete Part IV and return directly to the County of Santa Barbara named in item 2. This form is to be transmitted directly to the County and is not to be transmitted through the applicant or any other party.

## Part I - Request

1. To (Name and address of employer) \_\_\_\_\_ From (Name and address of County contact) \_\_\_\_\_

I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3. Signature of County Contact \_\_\_\_\_ 4. Title \_\_\_\_\_ 5. Date \_\_\_\_\_ 6. Contact Phone# \_\_\_\_\_

I have applied for affordable housing in the County of Santa Barbara and stated that I am now or was formerly employed by you. **My signature below authorizes verification of this information.**

7. Name and Address of Applicant (include employee number if applicable) \_\_\_\_\_

## 8. Signature of Applicant

## Part II - Verification of Present Employment

9. Applicant's Date of Employment \_\_\_\_\_ 10. Present Position \_\_\_\_\_

11. Probability of Continued Employment \_\_\_\_\_

12A. Current Gross Base Pay and Pay Frequency  
 Monthly  Bimonthly  Annually  
 Biweekly  Weekly  Other (Specify) \_\_\_\_\_  
 \$ \_\_\_\_\_  
 13. Will Overtime/Bonus Continue?  
 Overtime  Yes  No OT Pay: \$ \_\_\_\_\_  
 Bonus  Yes  No \$ \_\_\_\_\_

12B. Gross Earnings \_\_\_\_\_ 14. Avg. # of Hours Worked a Week: \_\_\_\_\_

Type	Year to Date Thru _____	Past Year	15. Date of next pay increase	16. Increase Amt.
pay increase: Base Pay	\$ _____	\$ _____		

_____ Overtime	\$ _____	\$ _____	17. Date of last pay increase	18. Amount of Inc.
----------------	----------	----------	-------------------------------	--------------------

Commissions days/year	\$ _____	\$ _____	19. Is Pay Received for Vacation? <input type="checkbox"/> Yes <input type="checkbox"/> No	20. Vacation
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Bonus	\$ _____	\$ _____	21. Does Employee have Retirement Account? If yes, complete 22.	22. Type/Balance: (date) _____
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Total \$ \_\_\_\_\_ \$ \_\_\_\_\_

## Part III - Authorized Signature

28. Signature of Employer \_\_\_\_\_ 29. Print Name & Title \_\_\_\_\_ 30. Contact Phone No. \_\_\_\_\_ 31. Date \_\_\_\_\_

**APPLICANT IS AWARE ALL INFORMATION TO BE VERIFIED FOR ACCURACY & COMPLETENESS**

**Applicant -- Authorization to Release**

**Purpose:** Your signature on this County Affordable Housing Rental Program Authorization to Release form, and the signatures of each member of your household who is 18 years of age or older, authorizes a third party to release information to the County of Santa Barbara relative to your eligibility and participation in its Affordable Housing Rental Program.

**Privacy Act Notice Statement:** The County of Santa Barbara is requiring the collection of information derived from this form to determine an applicant's eligibility to participate in the County's Affordable Housing Purchase Program. This information will be used to establish applicant income level; to protect the County's financial interests; and to verify the accuracy of the information furnished by the applicant. It may be released to appropriate Federal, State and local agencies where relevant to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in an applicant being deemed ineligible to participate in the program. The County is authorized to ask for this information by the National Affordable Housing Act of 1990.

**Instructions:** Each adult member of the household must sign this Authorization to Release form prior to Eligibility Certification for participation in the County's Affordable Housing Rental Program. The County also reserves the right to monitor the program on an ongoing basis in order to determine conformity with the rules and regulations of the County's Affordable Housing Program.

**Authorization:** In signing below, I understand that the County of Santa Barbara may make inquiries regarding all sources of my household's income, all sources of my household's assets, as well as all other relevant financial information requiring program participation. I authorize the County of Santa Barbara to request information from third parties about me and my household that is pertinent to eligibility for participation in its Affordable Housing Rental Program. I also authorize these third parties to release said information to the County of Santa Barbara. I acknowledge that:

- 1) I have the right to review the file and the information received using this form (with a person of my choosing accompanying me);
- 2) I have the right to copy information from this file and to request correction of information I believe inaccurate;
- 3) All adult members will sign this form and cooperate with the owner in this process;
- 4) A photocopy of this form is as valid as the original.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

COUNTY OF SANTA BARBARA  
AFFORDABLE HOUSING PROGRAM

APPEAL PROCEDURES

**--The application fee is non-refundable if your application is denied--**

Applicants should make every reasonable effort to determine their eligibility prior to the submission of their application.

All appeal and/or disqualification decisions by Housing and Community Development Department are **final**.

Appeals are not granted for inconsistent information, omitting documentation, submitting falsified information, or concealing information regarding your residency, assets, income, or household information.

**If your application is denied you may appeal the denial along with a \$25 fee, only under the following terms:**

- (1) The person appealing must be the person or persons applying.
- (2) The appeal must be in writing, signed, dated, and received within **TEN CALENDAR DAYS** of the date of the postmark of the Residential Lease Application denial letter from Housing and Community Development's Property Management Division.
- (3) The appeal must be based on the original submittal to Housing and Community Development and must demonstrate in writing a factual error of the calculation of income. Housing and Community Development must have made such errors, as opposed to incorrect or incomplete submittals by the applicant.
- (4) The County of Santa Barbara is not responsible for lost or stolen mail. Appeals must be submitted in writing to:

County of Santa Barbara  
Housing and Community Development Department  
ATTN: Appeal Request  
123 East Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

**BY SIGNING BELOW: I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE  
APPEAL PROCEDURES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Declarations:**

**1. Declaration of Non-Homeownership:**

Do you own any improved residential real estate?     Yes     No    INITIAL:

**2. Declaration of Intent to Reside:**

I hereby declare that if I am able to rent one of the affordable units available through the County's Affordable Housing Program, I will reside in the unit as my primary place of residence and at no time will rent it out, either in whole or in part.

INITIAL:  
: \_\_\_\_\_

**3. Declaration of Asset Sale and Transfers:**

I certify that during the 2-year period preceding this application, myself and my household have not sold or transferred more than \$2,500 in assets, personal property, money in the form of gifts, charity, non-profit organizations, etc.

INITIAL:

\_\_\_\_\_  
\*\*If assets were sold or transferred in excess of \$2,500 please describe below and provide documentation:

a. The asset    b. Its value    c. Date of disposition    d. Reason for disposition    e. Amount received

\_\_\_\_\_  
\_\_\_\_\_

**4. Declaration of Residency:**

All household members are citizens of the United States and/or have permanent residency status.

INITIAL:

**5. Declaration of Financial Independence:**

I understand that financial independence is defined as having sufficient income to self-support the cost of living through my own earned income, without the assistance or support from others. I understand that money including loans or gifts from relatives, associates, or friends, regardless of the terms, is considered financial assistance. Being financially independent is also consistent with having the ability to demonstrate Applicant has not been claimed as a dependent on parents' tax returns for the previous year prior to submitting the application.

By initialing, I declare I am financially independent.

INITIAL:

\_\_\_\_\_

**6. Declaration of Accuracy:**

I understand that my failure to include all income accruing to my household or my failure to include the names of all persons who will occupy the affordable housing unit constitutes willful fraud on my part and an attempt to purchase an affordable housing unit in violation of the Affordable Housing Program guidelines.

INITIAL: \_\_\_\_\_



## **CERTIFICATION OF ACCURACY AND COMPLETENESS:**

I hereby declare under penalty of perjury that the information contained in this application and all attached materials are true, correct, and complete. I acknowledge and agree that the County of Santa Barbara is relying on the accuracy of this information and my representations in order to process this application and that any units rented by the County may be rescinded if it is determined that any information and materials submitted are not true and correct. I further acknowledge that I may be liable for any costs associated with this, including, but not limited to, any litigation costs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*COUNTY OF SANTA BARBARA*  
**AFFORDABLE HOUSING PROGRAM**

**WARNING:** Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

## CHECKLIST OF REQUIRED DOCUMENTS

*Note: This completed checklist must be turned in with application.* The documents listed below are required of all members of the household over the age of 18 applying for participation in the County of Santa Barbara's Affordable Housing Program. Failure to include any of the documents listed below may result in disqualification.

- Identification for ALL Household members – Do not submit originals – copies are accepted.**
  - Children's Social Security cards
  - Adults' Social Security cards, *and*
  - Picture ID (CA Driver's License, CA ID), *or*
  - U.S. Passport (in place of CA Drivers License and Social Security Card)
  
- Right to Permanently Reside**
  - Adults' Birth Certificates, *and*
  - Children's Birth Certificates, *and*
  - Certificate of Naturalization (if applicable)
  - Certificate of Citizenship (if applicable)
  - Permanent Residency Status Card (if applicable)
  
- Asset Verification**
  - Past 6 months of statements for all open financial accounts & any financial accounts closed within the past 6 months
  - Current balance print-outs for all financial accounts, as of the day application is turned in
  - Automobile registration, title, and loan statement
  - Official documentation for other monetary and non-monetary assets applicable to your household under "Verification of Assets" page of this application
  
- Evidence of Income**
  - Past 6 months of paychecks from all employers (including most recent)
  - Past 6 months of statements for retirement accounts, 401(k), IRA, etc.
  - Past 6 months of statements for Worker's Comp., unemployment, self-employment, SSI,
  - Past 6 months of statements for all sources of income that apply to your household
  - If Self Employed or a Business Owner**, you must provide the past 2 years of tax returns with all schedules, YTD profit and loss sheets, and all bank statements for the past 12 months
  
- Evidence of Residency in Santa Barbara County (2 types)**
  - Lease agreement, *and one of the following:*
  - Photocopy of processed rent check, or
  - Rent receipt from Landlord, or
  - Utility bill in your name (Gas, electric, water, trash)

***If no lease agreement, please provide the following:***

  - Notarized Landlord written statement with signature regarding rent amount, address, tenants, term of lease
  
- Tax Returns**
  - Tax returns for the past year for all persons who filed in your household
  
- W-2's**
  - W-2's for the past year for all persons who filed taxes in your household
  
- Completed and signed 8821 Tax Information form (Enclosed)**