

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Albany
1000 San Pablo Avenue
Albany, CA 94706
Attn: Community Development Director

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

**REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS -- INCLUSIONARY HOUSING**

(On-Site Inclusionary Units)
727 San Pablo Avenue Apartments

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is entered into as of this ____ day of _____, 200_, by and between the City of Albany, a municipal corporation (the "City"), and Villa de Albany LLC, a California limited liability company (the "Owner") (collectively the "Parties"), with reference to the following facts:

RECITALS

A. The City has adopted an Inclusionary Housing Ordinance, Albany Municipal Code Section 20.40.030 (the "Inclusionary Ordinance") which requires that specified percentages of all new residential units developed in the City be affordable to very low income and low income households.

B. Owner is the owner of certain real property located at 727 San Pablo Avenue (APN 066-2812-005, 009, 020, 024) in the City of Albany, California, described more particularly in Exhibit A which is attached hereto (the "Property"). Owner intends to construct twenty-five (25) units of residential rental housing on the Property (the "Rental Development").

C. On January 11, 2005, the City of Albany Planning and Zoning Commission adopted a Notice of Action, which is attached hereto as Exhibit B (the "Notice of Action"), approving Planning Application No. 04-013, including a conditional use permit, design review, and tentative parcel map, for the Rental Development. The Notice of Action requires the Owner to construct four (4) inclusionary rental units (the "Inclusionary Units") as part of the Rental Development and to enter into an affordable housing agreement meeting the standards of the Inclusionary Ordinance to assure the affordability of the Inclusionary Units.

D. To meet the requirements of the Inclusionary Ordinance and the Notice of Action, the Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the rents and continued occupancy of the Inclusionary Units and to implement controls on the management of the Inclusionary Units. The covenants in this Agreement are intended to run with the land and be binding on the Owner and its successors and

assigns in the Property. This Agreement is an inclusionary housing agreement pursuant to Section 20.40.030.D of the Inclusionary Ordinance and shall be executed and recorded against the Property prior to issuance of a building permit for any unit in the Rental Development.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. In addition to those terms defined in the Recitals, the terms listed here have the following meanings in this Agreement:

(a) "Annual Household Income" means the total anticipated annual gross income of all adult persons living in a household, as calculated in accordance with 25 California Code of Regulations Section 6914, or a successor State or City housing program that uses a reasonably similar method.

(b) "Actual Household Size" means the actual number of persons in the household.

(c) "Assumed Household Size," means a household of one person in a studio unit, two persons in a one-bedroom unit, three persons in a two-bedroom unit, and four persons in a three-bedroom unit.

(d) "Inclusionary Units" means Low Income Units and Very Low Income Units.

(e) "Low Income Household" means a household with an Annual Household Income that is less than or equal to the maximum income for low income households, adjusted for Actual Household Size, published annually by the California Department of Housing and Community Development for Alameda County.

(f) "Low Income Units" means units that, pursuant to Section 2.1 below, are required to be occupied by Low Income Households.

(g) "Median Income" means the median income applicable to Alameda County and adjusted for household size, published annually by the California Department of Housing and Community Development.

(h) "Rent" means the total of monthly payments by the Tenant of an Inclusionary Unit to the Owner for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees, utility charges, or service charges assessed by the Owner and payable by the Tenant (not including security deposits and fees and charges resulting from any default by the tenant or damage caused by the tenant); and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Owner, and paid by the Tenant.

(i) "Rental Development" means the Property, the twenty-five (25) dwelling units to be developed on the Property, any additional improvements constructed on the Property, and all landscaping, roads and parking spaces existing or to be constructed on the Property.

(j) "Tenant" means a household legally occupying an Inclusionary Unit pursuant to a valid rental agreement with Owner.

(k) "Term" means the term of this Agreement, which is set forth in Section 6.7 of this Agreement.

(l) "Utility Allowance" means an allowance for utility charges paid by the Tenant for an adequate level of garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV. Utility Allowances for tenant-paid utilities to be used for the calculation of permissible Rent under this Agreement shall be as provided by the City.

(m) "Very Low Income Household" means a household with an Annual Household Income that is less than or equal to the maximum income for very low income households, adjusted for Actual Household Size, published annually by the California Department of Housing and Community Development for Alameda County.

(n) "Very Low Income Units" means units that, pursuant to Section 2.1 below, are required to be occupied by Very Low Income Households.

Section 1.2 Exhibits. The following Exhibits are attached and incorporated into this Agreement;

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Notice of Action
<u>Exhibit C</u>	Schedule of Qualifying Household Incomes for Inclusionary Units
<u>Exhibit D</u>	Location and Size of Inclusionary Units

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

Section 2.1 Occupancy Requirements.

(a) Low Income and Very Low Income Households. Two (2) dwelling units in the Rental Development shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households. Two (2) dwelling units in the Rental Development shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. The City shall annually provide the owner with a schedule showing maximum household income for Low Income and Very Low Income Households, adjusted for Actual Household Size. The maximum household income for Low Income and Very Low Income Households on initial occupancy as of the date of this Agreement is set forth in Exhibit C.

(b) Location of Units and Bedroom Count. The Inclusionary Units shall be three two-bedroom units and one three-bedroom unit and shall be located at 727 San Pablo Avenue, as shown in Exhibit D, attached hereto and incorporated herein. The specific units are: 117-CR; 115-A; 105-A; and 102-B as numbered on building permit plans prepared by Owen O'Neil.

Section 2.2 Schedule for Developing Inclusionary Units. The Developer shall provide the Affordable Units pursuant to the following schedule:

(a) Prior to recordation of any final or parcel map or issuance of any occupancy permit for the Property, this Agreement shall be duly executed by the City and the Owner and recorded against the Property.

(b) No certificate of occupancy shall be released by the City for any dwelling unit in the Rental Development until certificates of occupancy have been released by the City for an equal percentage of the Inclusionary Units.

Section 2.3 Allowable Rent.

(a) Affordable Rent. Subject to the provisions of Section 2.4 below, the Rent charged by the Owner to the Tenants of the Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of eighty percent (80%) of Median Income, adjusted for Assumed Household Size, and reduced by the amount of the Utility Allowance. Subject to the provisions of Section 2.4 below, the Rent (including Utility Allowance) charged to the Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size, and reduced by the amount of the Utility Allowance.

(b) City Approval of Rents. Initial rents for the Inclusionary Units shall be approved by the City prior to occupancy. All rent increases shall also be subject to City approval. The City shall provide the Owner with a schedule of maximum permissible rents and Utility Allowances for the Inclusionary Units annually.

Section 2.4 Increased Income of Tenants.

(a) Increase from Very Low Income to Low Income. If, upon recertification of the income of a Tenant of an Inclusionary Unit, the City determines that a former Very Low Income Household's Annual Household Income has increased and exceeds the qualifying income for a Very Low Income Household set forth in Section 1.1(m), but does not exceed the maximum qualifying income for a Low Income Household, then, upon expiration of the Tenant's lease:

- (i) Such Tenant's dwelling unit shall be considered a Low Income Unit;
- (ii) Such Tenant's Rent may be increased to a Low Income Rent, upon sixty (60) days' written notice to the Tenant, or as otherwise required by State law; and
- (iii) The next available dwelling unit shall be rented to a Very Low Income Household at a Rent not exceeding the maximum Low Income Rent.

(b) Increase to Within 120% of Median Income. If, upon annual recertification of the income of a Tenant of an Inclusionary Unit, the Owner determines that the Tenant's Annual Household Income exceeds the qualifying income for a Low Income Household, but the Annual Household Income is not over one hundred twenty percent (120%) of Median Income, adjusted for Actual Household Size, then the Tenant may remain in the Inclusionary Unit at the same restricted rent, and the Unit shall continue to qualify as a Low Income Unit.

(c) Increase to Over 120% of Median Income. If, upon annual recertification of the income of a Tenant of an Inclusionary Unit, the Owner determines that the Tenant's Annual Household Income exceeds one hundred twenty percent (120%) of Median Income, adjusted for Actual Household Size, the tenant shall be given twelve (12) months' notice to vacate the Inclusionary Unit. If, within such twelve (12)-month period, another dwelling unit within the Rental Development (which is not currently an Inclusionary Unit) is vacated, the Owner may, at the Owner's option, allow the Tenant to remain in the original unit, raise the Tenant's Rent to market rate following a minimum of sixty (60) days' written notice to the Tenant, designate the newly vacated dwelling unit as an Inclusionary Unit, and rent the unit to a Low Income or Very Low Income Household, as applicable, at an affordable Rent pursuant to this Agreement. The newly designated Inclusionary Unit must be comparable in size (number of bedrooms, bathrooms, and square footage) to the original Inclusionary Unit.

(d) Termination of Occupancy. Upon termination of occupancy of an Inclusionary Unit by a Tenant, the Inclusionary Unit shall be deemed to be continuously occupied by a household of the same income level (i.e., Low Income Household or Very Low Income Household) as the income level of the vacating Tenant, until the Inclusionary Unit is reoccupied, at which time the income character of the Inclusionary Unit (i.e., Low Income Unit or Very Low Income Unit) shall be redetermined. In any event, the occupancy requirements included in Section 2.1 shall be maintained for the Term of this Agreement.

Section 2.5 Marketing and Rental of Inclusionary Units. The Owner shall market the Inclusionary Units on both an initial and ongoing basis, as units become available, to Low Income and Very Low Income Households in compliance with a marketing plan approved by the City prior to release of a Certificate of Occupancy. The Owner shall comply with applicable fair housing laws in the marketing and rental of the Inclusionary Units, and the Owner shall conduct marketing efforts in both English and Spanish.

Section 2.6 Nondiscrimination. All of the Inclusionary Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Owner shall not give preference to any particular class or group of persons in renting or selling the Inclusionary Units, except to the extent that the Inclusionary Units are required to be leased to Low Income and Very Low Income Households. The Owner shall not discriminate or segregate against any person in any part of the Rental Development on account of race, color, creed, religion, sex, sexual orientation, marital or family status, national origin, source of income (e.g., SSI), age, ancestry, disability, or any other arbitrary basis in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Rental Development, nor shall the Owner establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Rental Development.

Section 2.7 City Approval of Documents. The following documents, to be approved in writing by the City, shall be used in connection with the rental of the Inclusionary Units. Any amendments to the following documents shall also be approved by the City:

(a) A marketing and management plan consistent with the terms of this Agreement, establishing the process for seeking, selecting and determining the eligibility of Tenants of the Inclusionary Units.

(b) Form of rental agreement or lease to be signed by Tenants of the Inclusionary Units. The rental agreement or lease shall include the following provisions: (i) a minimum twelve (12)-month term; (ii) the Tenant's obligation to inform the Owner of any need for maintenance or repair; (iii) a prohibition against sublease of the Inclusionary Unit; (iv) an obligation to report changes in household size and/or household income to the Owner; (v) nondiscrimination provisions; (vi) an obligation to provide annual income certifications and documentation to the Owner and the City; and (vii) an obligation to comply with all monitoring requests of the City or its designee.

Section 2.8 Agreement to Limitations on Rents. The Rental Development has received an incentive from the City for the provision of the Inclusionary Units. An incentive is a form of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. In accordance with Civil Code Sections 1954.52(b) and 1954.53(a)(2), Owner hereby agrees that because the City has waived processing costs that would have been incurred between January 1, 2006 and August 31, 2006 regarding City housing provisions, Civil Code Section 1954.51 et seq. (Costa-Hawkins Act) does not apply to the Inclusionary Units, and the limitations on rents imposed by Sections 2.3 and 2.4 of this Agreement are in conformance with the referenced provisions of the Civil Code.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Owner will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Inclusionary Units. The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a pay stub for the most recent pay period; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. The Owner shall submit copies of all income certifications of persons the Owner selects to rent an Inclusionary Unit to the City, and shall not enter into a rental agreement or commitment to rent to such household until the City approves the income certification in writing. Copies of Tenant annual income recertifications shall be available to the City upon request.

Section 3.2 Compliance Reports. A compliance report, verifying compliance of all completed Inclusionary Units with the terms of this Agreement, and certified as correct under penalty of perjury by the Owner and any property management company managing the Units, shall be submitted annually to the City on July 1st of each year, commencing on the July 1st following issuance of final certificates of occupancy for one hundred percent (100%) of the Inclusionary Units. The compliance report shall include the name, address, and income of each person occupying an Inclusionary Unit, and the size, number of bedrooms, Rent, and Utility Allowance of each Inclusionary Unit. If similar reports on some or all of the Inclusionary Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the City, with respect to the portion of the Inclusionary Units covered by such reports, provided that copies are provided on an annual basis to the City with an owner certification addressed to the City.

Section 3.2 Additional Information. The Owner shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records, or other documents of the Owner which pertain to the Inclusionary Units.

Section 3.3 Records and Monitoring. The Owner shall maintain complete, accurate, and current records pertaining to the Inclusionary Units, including records pertaining to income and household size of Tenants. All Tenant lists, applications, and waiting lists relating to the Rental Development shall be kept separate and identifiable from any other business of the Owner and shall be maintained as required by the City, in a reasonable condition for proper audit. Owner shall retain all records related to compliance with obligations under this Agreement and the Inclusionary Ordinance for a period not less than five (5) years from the date of origination of such records, and make them available to the City for inspection and copying on five (5) business days' written notice. Owner shall permit the City to inspect the Property to monitor compliance with this Agreement following two (2) business days' written notice to Owner.

ARTICLE 4
PROPERTY MANAGEMENT AND MAINTENANCE

Section 4.1 Residential Use as Rental Housing. The Rental Development shall be operated only for residential use as multifamily rental housing, unless the dwelling units in the Rental Development are sold pursuant to Section 4.2 below. No part of the Rental Development shall be operated as transient housing.

Section 4.2 Sale of Inclusionary Units or Conversion to Condominiums. Should any Inclusionary Unit be a separate legal parcel due to recordation of a final or parcel map at any time, then Owner may sell the Inclusionary Unit pursuant to the terms of this Section 4.2. The Inclusionary Unit shall be sold to a Very Low Income or Low Income Household, as applicable, at a price affordable to a Very Low Income or Low Income Household, except that the Inclusionary Unit shall first be offered for sale to the existing tenant at the affordable price. At least sixty (60) days before offering a Inclusionary Unit for sale, the Owner shall provide the City with written notice of the proposed sale of the Inclusionary Unit, including the number of bedrooms and required income level of the unit, and shall comply with the procedures established by the City for the sale of ownership inclusionary units, including the maintenance of affordability in perpetuity.

Section 4.3 Compliance with Inclusionary Ordinance and Conditions of Approval. Owner shall comply with all applicable terms and provisions of the Inclusionary Ordinance and all conditions included in the Notice of Action.

Section 4.4 Management Responsibilities. The Owner is responsible for all management functions with respect to the Rental Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Rental Development. The Owner shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder. With prior City approval, the Owner may also self-manage the Rental Development.

Section 4.4 Property Maintenance. For the entire Term of this Agreement, the Rental Development shall maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies.

ARTICLE 5
DEFAULT AND REMEDIES

Section 5.1 Default. Failure of the Owner to cure any default in the Owner's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the City will constitute a default under this Agreement and will also constitute a failure to satisfy the provisions of the Inclusionary Ordinance and the conditions included in the Notice of Action. In addition to remedies for breach of this Agreement, the City may exercise any and all remedies available to it under State law, the Inclusionary Ordinance,

the Albany Municipal Code, and otherwise, with respect to the Developer's failure to satisfy the provisions of the Inclusionary Ordinance, the conditions included in the Notice of Action, and the terms of this Agreement. The City's remedies for a default include but are not limited to:

(a) withholding, conditioning, suspending or revoking any permit, license, subdivision approval or map, or other entitlement for the Rental Development, including without limitation final inspections for occupancy and/or certificates of occupancy;

(b) instituting against the Owner or other parties a civil action for declaratory relief, injunction, or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(c) where one or more persons have received financial benefit as a result of a violation of this Agreement or of any requirement imposed under the Inclusionary Ordinance, the City may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of other benefits received;

(d) prosecuting a misdemeanor against any person who has imposed a Rent on an Inclusionary Unit exceeding the maximum allowed under this Agreement or has rented an Inclusionary Unit to a household not qualified under this Agreement, or who has otherwise violated the Inclusionary Ordinance, or any other agreement, restriction or requirement authorized or imposed under the Inclusionary Ordinance;

(e) if and to the extent necessary to correct any such default, the Owner hereby grants to the City the option to lease, from time to time, units in the Rental Development for a rental of One Dollar (\$1.00) per unit per year for the purpose of subleasing such units to comply with Article 2 of this Agreement. Any rents received by the City under any such sublease shall be paid to the Owner after the City has been reimbursed for any expenses incurred in connection with such sublease; or

(f) any other remedies authorized under the City of Albany Municipal Code.

Section 5.2 Remedies Cumulative. No right, power, or remedy given to the City by the terms of this Agreement or the Inclusionary Ordinance is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such document, the Inclusionary Ordinance, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 5.3 Third Party Beneficiary. Very Low Income and Low Income Households who are eligible to rent an Inclusionary Unit under this Agreement are third party beneficiaries of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

Section 6.1 Appointment of Other Entities. At its sole discretion, the City may designate any other public agency, for-profit, or non-profit entity to perform the City's obligations under this Agreement. The City shall notify the Owner of any designee pursuant to Section 6.5 of this Agreement.

Section 6.2 Hold Harmless. Owner will indemnify and hold harmless City and its elected officials, officers, employees and agents in their official capacity (collectively "Indemnitees") from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of any and all claims, demands, suits, actions, judgments and executions for damages allegedly arising out of the Inclusionary Units or Owner's performance or non-performance under this Agreement, and shall defend Indemnitees except to the extent caused by the gross negligence or willful misconduct of the City. The provisions of this section shall survive termination of this Agreement or any release of part or all of the Property from the burdens of this Agreement.

Section 6.3 Covenants to Run With the Land. The City and the Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, unless the Agreement is terminated by mutual consent of the Parties, or the City releases part or all of the property from the burdens of this Agreement.

Section 6.4 Attorneys Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.5 Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the Party to receive such notice at the address set forth below:

TO THE CITY:

City of Albany
1000 San Pablo Avenue
Albany, CA 94706
Attn: Community Development Director

TO THE OWNER:

Villa de Albany LLC
10916 Barn Wood Lane
Potomac, Maryland 20854

Attn: Mesfin Ayenew

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

Section 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the Parties.

Section 6.7 Duration and Amendment of Agreement. This Agreement shall remain in effect in perpetuity. This Agreement may be amended only upon the written consent of the City Council, which shall have authority in their discretion to approve or disapprove an amendment on behalf of the City.

Section 6.8 Applicable Law and Venue. The laws of the State of California shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be Alameda County, California.

Section 6.9 Waivers. Any waiver by the City of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Owner or to pursue any remedy allowed under this Agreement or applicable law. Consent by the City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 6.10 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 6.11 Recording of Agreement. The Owner shall cause this Agreement to be recorded against the Property in the Official Records of the County of Alameda.

Section 6.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by any court of competent jurisdiction, the validity, legality, and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

OWNER:

VILLA DE ALBANY LLC, a California limited liability company

By: _____

Its: _____

CITY:

CITY OF ALBANY, a municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Robert Zweben, City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2006, before me, _____,
Notary Public, personally appeared _____ personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2006, before me, _____,
Notary Public, personally appeared _____ personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

NOTICE OF ACTION

EXHIBIT C

QUALIFYING HOUSEHOLD INCOMES FOR INCLUSIONARY UNITS

EXHIBIT D

LOCATION AND SIZE OF INCLUSIONARY UNITS