

**REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

FREE RECORDING REQUESTED
BY AND WHEN RECORDED MAIL
TO:

CITY OF FRESNO IN ITS
CAPACITY AS HOUSING
SUCCESSOR TO THE
REDEVELOPMENT CITY
OF THE CITY OF FRESNO
2600 Fresno Street
Fresno, CA 93721
Attn: City Manager

(Space Above This Line for Recorder's Office Use
Only)

**REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the CITY OF FRESNO, IN ITS CAPACITY AS THE HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a municipal corporation ("City"), the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and CMG CONSTRUCTION MANAGEMENT, INC., a California corporation ("Owner").

RECITALS:

A. Pursuant to a Purchase and Sale Agreement by and between County and Owner, dated _____, 2019 (the "PSA"), the County of Fresno is selling that certain real property located in the City of Fresno, County of Fresno, State of California, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), to Owner, pursuant to California Government Code Section 25539.4.

B. Gov. Code § 25539.4 provides that a county may sell real property at less than fair market value to provide affordable housing to persons or families of low or moderate income, provided that not less than 80% of the area of any parcel of property shall be used for the development of housing, and that not less than 40% of the total number of housing units developed on the parcel shall be affordable to households whose incomes are equal to or less than 75% of the maximum income of lower income households, and at least half of which shall be affordable to very low income households.

C. Gov. Code §25539.4 provides that such dwelling units produced for persons and families of low or moderate income shall be restricted by regulatory

agreement to remain continually affordable to those persons and families for the longest feasible time, but not less than 30 years, pursuant to a method prescribed by the county.

D. Owner has agreed to construct and maintain a mixed-use project, including a rental apartment housing consisting of 800 total residential units (hereinafter referred to collectively as the "Project") on the Property. No less than 320 of the residential units shall be rented to Extremely Low and/or Very Low Income households ("the Affordable Units").

E. County desires to assign all of its rights and obligations regarding regulation of the Project, required by California Government Code §25539.4, to City, and City desires to accept these rights and obligations, and ensure that the dwelling units remain continually affordable to low income households, in accordance with California Government Code §25539.4.

F. Accordingly, County, City and Owner now desire to place restrictions upon the use and operation of the Project, in order to ensure the Project shall be operated continuously as a rental apartment housing project, with no less than 320 of the units available for rental by Extremely Low or Very Low Income persons for the term of this Agreement, in accordance with the requirements of California Government Code §25539.4.

ASSIGNMENT

County hereby assigns all of its rights and obligations under this Agreement regarding regulation of the Project required by Gov. Code §25539.4 to City, and City hereby assumes all of County's rights and obligations regarding regulation of the Project. The parties to this Agreement agree the County has no continuing involvement in or responsibility for the Project following the close of the sale between County and Owner, and the City's responsibility following closing shall be solely to administer the affordability covenants as an accommodation to the parties. Owner specifically consents to the assignment by the County to the City of all rights and obligations under this Agreement and required by California Government Code §25539.4. This Agreement shall be made an Exhibit to the PSA between the County and Owner. This Agreement is contingent on the successful closing of the escrow for the sale of the Property from the County to the Owner and shall be of no force and effect and shall not be recorded by any party until said successful closure of the escrow for the sale of the Property from the County to the Owner. County shall cause this Agreement to be recorded with the Recorder of the County of Fresno upon the successful closure of the escrow for the sale of the Property from the County to the Owner with the conformed recorded copy being sent to the City at the address first stated above. If requested, City shall provide County with a copy of the conformed recorded version of this Agreement.

AGREEMENT:

NOW, THEREFORE, the Owner and City declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming

under or through them, that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Property, and are established expressly and exclusively for the use and benefit of the City, the residents of the City of Fresno, and every person renting a dwelling unit on the Property.

AFFORDABILITY RESTRICTIONS RUNNING WITH LAND

The following affordability requirements shall be imposed upon the 320 Affordable Units on the Property regulated by the Agreement, and shall bind the Owner and all purchasers of the Property and their successors until the date that is 30 years following recordation of the City's Certificate of Completion ("Affordability Period"), in a form attached hereto as Exhibit "D".

The Affordable Units on the Property are held, and will be held, transferred, encumbered, used, sold, conveyed and occupied, subject to the covenants, restrictions, and limitations set forth in this Agreement, all of which are in furtherance of the Project, the Owner's obligations set forth in Government Code § 25539.4. All of the restrictions, covenants and limitations will run with the land, and will be binding on all parties having or acquiring any right, title or interest in the Affordable Units upon the Property or any part thereof, will inure to the benefit of the City, and will be enforceable by it. Any purchaser under a contract of sale or other transferee of an interest covering any right, title or interest in any part of the Affordable Units upon the Property, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all restrictions, covenants, and limitations set forth in this Agreement until the date that is 30 years following recordation of the City's Certificate of Completion.

1. Restrictions. The following covenants and restrictions ("Restrictions") on the use and enjoyment of the Affordable Units upon the Property shall be in addition to any other covenants and restrictions affecting the Property, and all such covenants and restrictions are for the benefit and protection of the City, shall run with the Affordable Units upon the Property, be binding on any future owners of the Property, and inure to the benefit of and be enforceable by City. These covenants and restrictions are as follows:

a. From the date of recordation of this Agreement until the expiration of the Affordability Period, the no less than 320 Affordable Units are to be used as Extremely Low or Very Low Income Affordable Rental Housing and affordable dwellings, in accordance with the requirements of Gov. Code §25539.4, and as provided for in this Agreement. Owner agrees to file a recordable document setting forth the Project Completion Date and the Affordability Period at the completion of construction. Unless otherwise provided in the Agreement, the term "Affordable Rental Housing" shall include, without limitation, compliance with the following requirements:

Nondiscrimination. There shall be no discrimination against nor segregation of any person or group of persons on account of race, color,

creed, religion, sex, marital status, national origin, ancestry, or handicap in the sale, transfer, use, occupancy, tenure, or enjoyment of any of the Property, nor shall Owner or any person claiming under the Owner, establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of owners or vendees of the Property.

Principal Residence. Each of the Affordable Units upon the Property shall be leased only to natural persons, who shall occupy such as a principal residence.

Income Requirements. Each of the Units constituting Affordable Rental Housing upon the Property may be leased only to (a) natural person(s) whose annual household income at the time of initial occupancy is not greater than thirty percent (30%) or fifty percent (50%) of the most recent annual median income calculated and published by HUD for the Fresno Metropolitan Statistical Area applicable to such household's size, and at an affordable rent for Extremely Low and/or Very Low Income households as applicable, consistent with the applicable California Redevelopment Law, including California Health & Safety Code Sections 50079.5, 50093, and 50105 (collectively, the "Low-Income Requirements"), and with the affordability requirements of Gov. Code §25539.4.

Injunctive Relief and Recapture. Should any of the Affordable Units constituting Extremely Low and/or Very Low Income Affordable Rental Housing upon the Property not continue, subsequent to the initial occupancy, to satisfy the Extremely Low and/or Very Low Income Requirements, then, during the Affordability Period, such Unit(s) shall be made available for subsequent lease only to Households that qualify as a required Extremely Low and/or Very Low Income Household, as defined in California Health & Safety Code Sections 50079.5, 50093, and 50105 for use as the Household's principal residence.

2. Enforcement of Restrictions. Without waiver or limitation, the City shall be entitled to injunctive or other equitable relief against any violation or attempted violation of this Agreement, including the Restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof. Without limiting the foregoing, any affirmative obligation to enforce shall be limited to the City notifying the California Department of Housing and Community Development and the State Attorney General of Owner's noncompliance.

3. Income Computation and Certification Reporting Requirements. Prior to each Household's occupancy of an Affordable Unit, Owner shall comply with all of the following requirements:

a. Income Computation. Within 120 days prior to a Household's occupancy of an Affordable Unit, Owner shall obtain and maintain on file an Income Computation and

Certification form, attached hereto as Exhibit "B," from each such Household, dated immediately prior to the date of initial occupancy in the Project by such Household. In addition, the Owner will provide such further information as may be required in the future by the City. Owner shall use its best efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from applicant's current employer; (iii) obtain an income verification form from the Social Security Administration and/or California Department of Social Services if the applicant receives assistance from either City; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income as is satisfactory to the City; and (v) obtain such other information as may be requested by the City. A copy of each such completed Income Computation and Certification form shall be filed with the City prior to the occupancy of an Affordable Unit by a Household whenever possible, but in no event more than thirty days after initial occupancy by said Household.

b. Income Recertification. Immediately prior to the first anniversary date of the occupancy of an Affordable Unit by a Household and on each anniversary date thereafter, Owner shall recertify the income of such Household by obtaining a completed Income Computation and Certification form based upon the current income of each occupant of the Affordable Unit. In the event the recertification demonstrates that such Household's income exceeds the income at which such Household would qualify to rent the Affordable Unit, such Household will no longer qualify for Affordable Rent. Owner shall provide the City with a copy of each such completed recertification with the next submission of Certificate of Continuing Program Compliance, as specified herein.

c. Certificate of Continuing Program Compliance. Upon the issuance of the Certificate of Completion and annually by October 31 of each year, or at any time upon the written request of City, Owner shall advise the City of the occupancy of the Project by delivering a Certificate of Continuing Program Compliance, attached hereto as Exhibit "C," certifying: (i) the number of Affordable Units of the Project which were occupied or deemed occupied pursuant to this Agreement by a Household during such period; and (ii) to the knowledge of Owner either: (a) no unremedied default has occurred under this Agreement; or (b) a default has occurred, in which event the Certificate of Continuing Program Compliance shall describe the nature of the default and set forth the measures being taken by the Owner to remedy such default.

d. Maintenance of Records. Owner shall maintain complete and accurate records pertaining to the Affordable Units, and shall permit any duly authorized representative of the City to inspect the books and records of Owner pertaining to the Project including, but not limited to, those records pertaining to the occupancy of the Affordable Units.

e. Reliance on Tenant Representations. Each lease between Owner and a Household shall contain a provision to the effect that Owner has relied on the income certification and supporting information supplied by the Household in determining qualification for occupancy of the Affordable Unit, and that any material misstatement in

such certification (whether or not intentional) will be cause for immediate termination of such lease.

4. Acceptance and Ratification. All present and future owners of the Property and other persons claiming by, through, or under them shall be subject to and shall comply with the above Restrictions. The acceptance of a deed of conveyance to the Property shall constitute an agreement that the Restrictions, as such may be amended or supplemented from time to time, is accepted and ratified by such future owners, tenant or occupant, and such Restrictions shall be a covenant running with the land and shall bind any person having at any time any interest or estate in the Property, all as though such Restrictions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Benefit. This Agreement and the Restrictions herein shall run with and bind the Property for a term commencing on the date this Agreement is recorded in the Office of the Recorder of the County of Fresno, State of California, and expiring upon the expiration of the Affordability Period. The failure or delay at any time of City and/or any other person entitled to enforce these Restrictions shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

6. Costs and Attorney's Fees. In any proceeding arising because of failure of Owner or any future owner of the Property to comply with the Restrictions required by this Agreement, as may be amended from time to time, City shall be entitled to recover its respective costs and reasonable attorney's fees incurred in connection with such default or failure.

7. Waiver. Neither Owner nor any future owner of the Property may exempt itself from liability for failure to comply with the Restrictions required in this Agreement.

8. Severability. The invalidity of the Restrictions or any other covenant, restriction, condition, limitation, or other provision of this Agreement shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Agreement and each shall be enforceable to the greatest extent permitted by law.

9. Pronouns. Any reference in this Agreement and the Restrictions herein to the masculine, feminine, or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

10. Interpretation. The captions and titles of the various articles sections, subsections, paragraphs, and subparagraphs of this Agreement are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Agreement or any provision hereof.

11. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Fresno.

12. Notice. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

City: City of Fresno,
Housing Successor to
the Redevelopment
City of the City of
Fresno
2600 Fresno Street
Fresno, CA 93721
Attn: City Manager

Copies to: City Attorney
Fresno City Hall
2600 Fresno St.
Fresno, CA 93721

County: County of Fresno
Administrative Office
2281 Tulare Street, Suite 304
Fresno, CA 93721

Owner: _____

The notice shall be deemed given three business days after the date of mailing, or, if personally delivered, when received.

13. Covenant to Maintain. Owner, and those taking under Owner, will maintain the Property and all improvements on site in reasonably good condition and repair (and, as to landscaping, if any, in a healthy condition). Owner and those taking under Owner shall: (i) maintain all on-site improvements according to all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (ii) keep the improvements free from graffiti; (iii) keep the Property free from any accumulation of debris or waste material; (iv) promptly make repairs and replacements to the on-site improvements; and (v) promptly replace any dead, or diseased plants and/or landscaping (if any) with comparable materials.

a. City will give Owner written notice of any breach of this Section. Within 10 days from receipt of such notice, City and Owner will meet and confer, and agree to corrective actions and a schedule of performance for such corrective actions. Owner must cure the default within the agreed schedule or within (a) 10 days after the City's notice for any default involving landscaping, graffiti, debris, waste material, or general maintenance on the Property; or (b) 30 days after City's notice for any default involving the improvements. If Owner does not cure the default within the agreed schedule, City, without obligation to, may enter the Property, cure the default, and protect, maintain, and preserve the improvements and landscaping.

b. City may lien or assess the Property for the City's expenses in protecting, maintaining, and preserving the on-site improvements and aesthetics of the Property, including any lawful administrative charge in the manner used by the City in the abatement of public nuisances. The notice and opportunity to cure provided for herein will supplement the noticing, hearing, and nuisance abatement order used by City. Owner will promptly pay all such amounts to City upon demand.

14. Governing Law. This Agreement shall be governed by the laws of the State of California.

15. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or e-mail transmission. A facsimile or e-mail signature shall be treated in all respects as having the same effect as an original signature.

16. Further Assurances. The parties will execute such other and further documents, and will take any other steps, necessary, helpful, or appropriate to carry out the provisions of this Agreement.

SIGNATURES APPEAR ON NEXT PAGE.

IN WITNESS WHEREOF, the City, County, and Owner have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

The City of Fresno in its capacity as Housing Successor to the Redevelopment City of the City of Fresno, a municipal corporation

By: _____
Wilma Quan
City Manager

By: _____
Marlene Murphey
Executive Director

Dated: _____

County of Fresno

ATTEST:

Nathan Magsig, Chairman of the
Board of Supervisors of the
County of Fresno

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Date: _____

By: _____
Deputy

CMG Construction Management, Inc.,
A California Corporation

By: _____
Name:
Its:

By: _____
Name:
Its:

Owner hereby consents to recording this Agreement against the Property described herein.

Dated: _____, 20__

_____, a California company

By: _____

Its: _____

- Exhibit A: Legal Description of Property
- Exhibit B: Income Computation and Certification Form
- Exhibit C: Certificate of Continuing Program
- Exhibit D: Certificate of Completion

DRAFT

STATE OF CALIFORNIA
COUNTY OF

On _____, before me, _____, 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 signatures(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.

Notary Public

[SEAL]

DRAFT

STATE OF CALIFORNIA

COUNTY OF _____)

On _____, before me, _____, 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 signatures(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.

Notary Public

[SEAL]

///

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE CITY OF FRESNO,
COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS
FOLLOWS:

APN:

DRAFT

EXHIBIT "B" TO REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIONS



**City of Fresno as Housing
Successor to the
Redevelopment Agency of
the City of Fresno**

2344 Tulare Street
Suite 200
Fresno, CA 93721
www.fresnorda.com
559.621.7628

Multi-Family Housing Program
INCOME COMPUTATION AND CERTIFICATION

Property Information

Name of Property:	Number of Bedrooms (see table on page 3 for allowable rents)	Income Category	Maximum Income Level of Household (percent of Area Median Income)
Property Address:			
Rental Agent (Name):	<input type="checkbox"/> 0 (studio)	Extremely Low	<input type="checkbox"/> 30% of AMI
	<input type="checkbox"/> 1 bedroom	Very Low	<input type="checkbox"/> 50% of AMI
Owner Certification (Signature):	<input type="checkbox"/> 2 bedrooms	Lower	<input type="checkbox"/> 80% of AMI
	<input type="checkbox"/> 3 bedrooms	Moderate	<input type="checkbox"/> 120% of AMI
Owner has relied on the income certification and supporting information supplied by the Applicant in determining qualification for occupancy of the Affordable Unit, and any material misstatement in such certification by Applicant (whether or not intentional) may be cause for immediate termination of such lease.			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Applicant Contact Information

Information on primary lease applicant(s).

Name (LAST, FIRST, M.I.)	Current Address City, State, Zip	Contact Phone No.	Other Phone No.
1.	1. (if different)	1. (if different)	1. (if different)
2.	2.	2.	2.

Household Information

List all members of the household* proposed to live at the address listed above.

Name (LAST, FIRST, MIDDLE INITIAL)	Social Security	Employer/ Contact Phone Number	Birth Date (mm/dd/yyyy)	Relationship
	CA Driver's License			
1.				Self
2.				
3.				

*Household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. If roommates, please complete above form as "Self" for each roommate. Use a separate page for additional household members.

Show income received from the following sources by all persons listed above. Do not show income from persons less than 14 years of age.

Yes	No	Source of Income	Gross Income (Current Year)	Person Receiving Income (As Shown Above)
<input type="checkbox"/>	<input type="checkbox"/>	Wages or salary from employment.		
<input type="checkbox"/>	<input type="checkbox"/>	Earnings from self-employment		
<input type="checkbox"/>	<input type="checkbox"/>	Unemployment Compensation		
<input type="checkbox"/>	<input type="checkbox"/>	Social Security or Supplemental Security Income (SSI)		
<input type="checkbox"/>	<input type="checkbox"/>	Veteran's Benefits		
<input type="checkbox"/>	<input type="checkbox"/>	Worker's Compensation		
<input type="checkbox"/>	<input type="checkbox"/>	Child support or alimony payments		
<input type="checkbox"/>	<input type="checkbox"/>	Pensions or Annuities/Railroad Retirement		
<input type="checkbox"/>	<input type="checkbox"/>	Property rental income		
<input type="checkbox"/>	<input type="checkbox"/>	Aid to Families w/Dependent Children(AFDC)		
<input type="checkbox"/>	<input type="checkbox"/>	Dividends/Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Other types of income:		
Total Gross Income				
Total Household Members				

Statement and Signature(s)

I/we _____, being duly sworn, depose and say that I/we are year-round occupants of _____ (ADDRESS, CITY & ZIP CODE).

I/We the applicant(s) certify that all information in this certification and all information furnished in support of this certification is correct and complete to the best of my/our knowledge. I/We understand that the willful falsification of this information (whether or not intentional) will be cause for immediate termination of such lease. I/We agree to provide additional information that may be requested to process this income certification.

I certify that my income does not exceed the stated income level noted on page 1 of this document, and that I am eligible for a unit made available at affordable rent for lower income households and very low income households, as defined by California Health & Safety Code ("H.&S.C.") Section 50079.5, 50093, and 50105, as shown in the table below.

I/We have read the aforementioned statement and release, and understand all of the items. I/We execute it voluntarily, on the date listed below, with full knowledge of its significance. I/We certify under penalty of perjury that the facts and statements presented in this Income Computation and Certification, as well as the attached documents are true and accurate. Perjury is punishable by imprisonment in the state of California. (CA Penal Code Section 118 & 126).

APPLICANT

DATE

APPLICANT

DATE

Income Verification

Owner shall use its best efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from applicant's current employer; (iii) obtain an income verification form from the Social Security Administration and/or California Department of Social Services if the applicant receives assistance from either City; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income; and (v) obtain such other information as may be requested by the City. A copy of each such completed Income Computation and Certification form shall be completed and made available for City review prior to the occupancy of an Affordable Unit by a Household whenever possible, but in no event more than thirty (30) days after initial occupancy by said Household.

2019 Maximum Income Levels						
	One Person	Two Person	Three Person	Four Person	Five Person	Six Person
Extremely Low (≤ 30% of AMI)	\$13,605	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590
Very-Low - (≤ 50% of AMI)	\$22,700	\$25,950	\$29,200	\$32,400	\$35,000	\$37,600
Lower Income – (≤ 80% of AMI)	\$36,300	\$41,500	\$46,700	\$51,850	\$56,000	\$60,150
Moderate – (≤ 120% AMI)	\$54,450	\$62,200	\$70,000	\$77,750	\$83,950	\$90,200

2019 Maximum Rent Limits

- Affordable Rent for Extremely Low Income Households is the product of 30% times 30% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(1).
- Affordable Rent for Very Low Income Households is the product of 30% times 50% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(2).
- Affordable Rent for Lower Income Households is the product of 30% times 80% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(3).
- Affordable Rent for Moderate Income Households is the product of 30% times 120% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(4).
- Maximum Rents are calculated based on household sizes "appropriate to the unit" of 1 person for a studio unit; 2 persons for a one-bedroom apartment; 3 persons for a two bedroom apartment; 4 persons for a three bedroom apartment; 5 persons for a four bedroom apartment (Health & Safety Code Section 50052.5(h).

	Maximum	Est. Utility	Net
Maximum Rent for Extremely Low Income Households	Rent	Allowance*	Rent
Maximum Monthly Rent for a Studio Apartment	\$341.25	\$(38.00)	\$303.25
Maximum Monthly Rent for a One-Bedroom Apartment	\$422.75	\$(45.00)	\$377.75

Maximum Monthly Rent for a Two-Bedroom Apartment	\$533.25	\$(61.00)	\$472.25
Maximum Monthly Rent for a Three-Bedroom Apartment	\$643.75	\$(76.00)	\$567.75
Maximum Monthly Rent for a Four-Bedroom Apartment	\$754.25	\$(93.00)	\$661.25

	Maximum Rent	Est. Utility Allowance*	Net Rent
Maximum Rent for Very Low Income Households			
Maximum Monthly Rent for a Studio Apartment	\$567.50	\$(38.00)	\$529.50
Maximum Monthly Rent for a One-Bedroom Apartment	\$648.75	\$(45.00)	\$603.75
Maximum Monthly Rent for a Two-Bedroom Apartment	\$730.00	\$(61.00)	\$669.00
Maximum Monthly Rent for a Three-Bedroom Apartment	\$810.00	\$(76.00)	\$734.00
Maximum Monthly Rent for a Four-Bedroom Apartment	\$875.00	\$(93.00)	\$782.00

	Maximum Rent	Est. Utility Allowance*	Net Rent
Maximum Rent for Lower Income Households			
Maximum Monthly Rent for a Studio Apartment	\$907.50	\$(38.00)	\$869.50
Maximum Monthly Rent for a One-Bedroom Apartment	\$1,037.50	\$(45.00)	\$992.50
Maximum Monthly Rent for a Two-Bedroom Apartment	\$1,167.50	\$(61.00)	\$1,106.50
Maximum Monthly Rent for a Three-Bedroom Apartment	\$1,296.25	\$(76.00)	\$1,220.25
Maximum Monthly Rent for a Four-Bedroom Apartment	\$1,400.00	\$(93.00)	\$1,307.00

	Maximum Rent	Est. Utility Allowance*	Net Rent
Maximum Rent for Moderate Income Households			
Maximum Monthly Rent for a Studio Apartment	\$1,361.25	\$(38.00)	\$1,323.25
Maximum Monthly Rent for a One-Bedroom Apartment	\$1,555.00	\$(45.00)	\$1,510.00
Maximum Monthly Rent for a Two-Bedroom Apartment	\$1,750.00	\$(61.00)	\$1,689.00
Maximum Monthly Rent for a Three-Bedroom Apartment	\$1,943.75	\$(76.00)	\$1,867.75
Maximum Monthly Rent for a Four-Bedroom Apartment	\$2,098.75	\$(93.00)	\$2,005.75

* The utility allowance shown above is for a mid-rise (3-5 stories) project constructed in 2011 or later.

Exhibit "C" TO REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS



**City of Fresno as Housing
Successor to the
Redevelopment Agency of the
City of Fresno
Redevelopment City**

2344 Tulare Street
Suite 200
Fresno, CA 93721
www.fresnorda.com
559.621.7628

Multi-Family Housing Program

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

Period Covered from _____ to _____

The undersigned, _____, a California company (the "Owner"), has read and is thoroughly familiar with the provisions of the Regulatory Agreement and Declaration of Covenants and Restrictions ("Regulatory Agreement") executed by Owner and the City of Fresno ("City"). As of the date of this Certificate, for the period shown above, the following number of Units in the Project are: (i) occupied by tenants satisfying the Low-Income Requirements (as defined in the Regulatory Agreement) as a principal residence ("Eligible Tenants"), or (ii) currently vacant and being held available for such occupancy and have been so held continuously since the date an Eligible Tenant vacated such Unit:

<u>Occupied Affordable Units</u>	<u>Vacant Affordable Units</u>
_____	_____

Property Information

	Name of Property:	Number of Units by Bedrooms (see table for allowable rents)	Income Category	Number of Units by Income Level of Tenants (percent of AMI)
	Property Address:	___ 0 (studio)	Extremely Low	___ 30% of AMI
		___ 1 bedroom	Very Low	___ 50% of AMI
		___ 2 bedrooms	Lower	___ 80% of AMI
		___ 3 bedrooms	Moderate	___ 120% of AMI
Owner completing this Certificate has relied on the income certification and supporting information supplied by each Applicant in determining qualification for occupancy of the Affordable Unit.				

The Owner certifies that the information contained in the Occupancy Summary attached is true and accurate and hereby certifies that (1) a review of the activities of the Owner during such period and of the Owner's performance under the Regulatory Agreement has been made under the supervision of the undersigned, and (2) to the best knowledge of the undersigned, based on the review described in clause (1) hereof, the Owner is not in default under any of the terms and provisions of the above documents (or describe the nature of any default and set forth the measures being taken to remedy such default).

[Signature on following page.]

2019 Maximum Rent Limits

- Affordable Rent for Extremely Low Income Households is the product of 30% times 30% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(1).

- Affordable Rent for Very Low Income Households is the product of 30% times 50% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(2).

- Affordable Rent for Lower Income Households is the product of 30% times 80% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(3).

- Affordable Rent for Moderate Income Households is the product of 30% times 120% of the area median income adjusted for family size appropriate to the unit less a reasonable allowance for utilities (Health and Safety Code Section 50053(b)(4).

- Maximum Rents are calculated based on household sizes "appropriate to the unit" of 1 person for a studio unit; 2 persons for a one-bedroom apartment; 3 persons for a two bedroom apartment; 4 persons for a three bedroom apartment; 5 persons for a four bedroom apartment (Health & Safety Code Section 50052.5(h).

	Maximum	Est. Utility	Net
Maximum Rent for Extremely Low Income Households	Rent	Allowance*	Rent
Maximum Monthly Rent for a Studio Apartment	\$341.25	\$(38.00)	\$303.25
Maximum Monthly Rent for a One-Bedroom Apartment	\$422.75	\$(45.00)	\$377.75
Maximum Monthly Rent for a Two-Bedroom Apartment	\$533.25	\$(61.00)	\$472.25
Maximum Monthly Rent for a Three-Bedroom Apartment	\$643.75	\$(76.00)	\$567.75
Maximum Monthly Rent for a Four-Bedroom Apartment	\$754.25	\$(93.00)	\$661.25

	Maximum	Est. Utility	Net
Maximum Rent for Very Low Income Households	Rent	Allowance*	Rent
Maximum Monthly Rent for a Studio Apartment	\$567.50	\$(38.00)	\$529.50
Maximum Monthly Rent for a One-Bedroom Apartment	\$648.75	\$(45.00)	\$603.75
Maximum Monthly Rent for a Two-Bedroom Apartment	\$730.00	\$(61.00)	\$669.00
Maximum Monthly Rent for a Three-Bedroom Apartment	\$810.00	\$(76.00)	\$734.00
Maximum Monthly Rent for a Four-Bedroom Apartment	\$875.00	\$(93.00)	\$782.00

Maximum Rent for Lower Income Households	Maximum Rent	Est. Utility Allowance*	Net Rent
Maximum Monthly Rent for a Studio Apartment	\$907.50	\$(38.00)	\$869.50
Maximum Monthly Rent for a One-Bedroom Apartment	\$1,037.50	\$(45.00)	\$992.50
Maximum Monthly Rent for a Two-Bedroom Apartment	\$1,167.50	\$(61.00)	\$1,106.50
Maximum Monthly Rent for a Three-Bedroom Apartment	\$1,296.25	\$(76.00)	\$1,220.25
Maximum Monthly Rent for a Four-Bedroom Apartment	\$1,400.00	\$(93.00)	\$1,307.00

Maximum Rent for Moderate Income Households	Maximum Rent	Est. Utility Allowance*	Net Rent
Maximum Monthly Rent for a Studio Apartment	\$1,361.25	\$(38.00)	\$1,323.25
Maximum Monthly Rent for a One-Bedroom Apartment	\$1,555.00	\$(45.00)	\$1,510.00
Maximum Monthly Rent for a Two-Bedroom Apartment	\$1,750.00	\$(61.00)	\$1,689.00
Maximum Monthly Rent for a Three-Bedroom Apartment	\$1,943.75	\$(76.00)	\$1,867.75
Maximum Monthly Rent for a Four-Bedroom Apartment	\$2,098.75	\$(93.00)	\$2,005.75

* The utility allowance shown above is for a mid-rise (3-5 stories) project constructed in 2011 or later.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN:

DRAFT

Exhibit "D" TO REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS

CERTIFICATE OF COMPLETION

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

CITY OF FRESNO IN ITS
CAPACITY AS HOUSING
SUCCESSOR TO THE
REDEVELOPMENT CITY
OF THE CITY OF FRESNO
2600 Fresno Street
Fresno, CA 93721
Attn: City Manager

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This Certificate of Completion is recorded at the request and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

City of Fresno, a municipal corporation

By: _____

Its:

Dated: _____

Certificate of Completion
Huntington Heights

Recitals:

- A. By a Regulatory Agreement and Declaration of Covenants and Restrictions (the "Agreement") dated _____, 2019, between _____, a California Corporation ("Owner") and the City of Fresno, a municipal corporation ("City"), Owner agreed to construct certain residential units on the premises legally described in Attachment "A" hereto (the "Property") and preserve the Affordable Units, as defined in the Agreement as rental housing for families of low and moderate income pursuant to California Government Code Section 25539.4. for a thirty year Affordability Period according to the terms and conditions of the Agreement.
- B. The Agreement was recorded on _____, in the Official Records of Fresno County, California as Instrument No. _____.
- C. Under the terms of the Agreement, after Owner completes the construction on the Property, Owner must record a Certificate of Completion.
- D. Owner has asked City to furnish Owner with a recordable Certificate of Completion.
- E. City's issuance of this Certificate of Completion is conclusive evidence that Owner has completed the construction on the Property as set forth in the Agreement.

NOW THEREFORE:

1. Agency certifies that Owner completed the construction work on the Project on _____, 20___. The Affordability Period shall commence on _____.
2. This Certificate of Completion is not evidence of Owner's compliance with, or satisfaction of, any obligation to any mortgage or security interest holder, or any mortgage or security interest insurer, securing money lent to finance work on the Property or Project, or any part of the Property or Project.
3. This Certificate of Completion is not a notice of completion as referred to in California Civil Code section 3093.
4. Nothing contained herein modifies any provision of the Agreement.

IN WITNESS WHEREOF, the Agency has executed this Certificate of Completion as of this _____ day of _____, 20__.

City of Fresno,
A municipal corporation

By: _____

Its:

Owner hereby consents to recording this Certificate of Completion against the Property described herein.

Dated: _____, 20__

OWNER

By: _____

Its: _____

THE ABOVE PARTIES ARE TO SIGN THIS INSTRUMENT BEFORE A NOTARY PUBLIC.

DRAFT

ATTACHMENT A
LEGAL DESCRIPTION OF THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE CITY OF FRESNO,
COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS
FOLLOWS:

APN:

DRAFT