



2006087624

OFFICIAL RECORDS OF
SONOMA COUNTY
EEVE T. LEWIS

NORTH BAY TITLE CO.
07/14/2006 13:53 AGMLCH
RECORDING FEE: 0.00
PAID

30 PGS



NO FEE

This Document is being recorded
for the benefit of the City of Santa Rosa
as per Gov't Code Section 6103

WHEN RECORDED MAIL TO:

HOUSING AUTHORITY OF
THE CITY OF SANTA ROSA
P.O. Box 1806
Santa Rosa, CA 95402-1806

Space Above This Line For Recorder's Use

HOUSING ALLOCATION PLAN CONTRACT

BETWEEN THE CITY OF SANTA ROSA,

The HOUSING AUTHORITY OF THE CITY OF SANTA ROSA

AND

FULTON ROAD INVESTORS LIMITED LIABILITY COMPANY,

A California Limited Liability Company

RE: 2360 Fulton Road

NORTH VILLAGE I

Rental Units

HOUSING ALLOCATION PLAN CONTRACT

Table of Contents

<u>Section</u>	<u>Page No.</u>
SECTION 1. Definitions.....	3
SECTION 1.1 Interpretation.....	5
SECTION 2. Term.....	6
SECTION 3. Allocated Units.....	6
SECTION 4. Occupancy of Allocated Units.....	6
SECTION 5. Rent Levels.....	7
SECTION 6. Compliance Requirements.....	8
SECTION 7. Development Operations.....	10
SECTION 8. Property Management and Standards.....	11
SECTION 9. Insurance.....	11
SECTION 10. Indemnity.....	13
SECTION 11. Availability of Records.....	13
SECTION 12. Nondiscrimination.....	14
SECTION 13. Defaults; Remedies.....	14
SECTION 14. Notices.....	16
SECTION 15. Notification of Change to Market Rate.....	17
SECTION 16. Recordation of Contract.....	17
SECTION 17. Successors Bound.....	17
SECTION 18. Severability.....	17
SECTION 19. Amendments.....	18
SECTION 20. No Assignment.....	18
SECTION 21. Force Majeure.....	18
SECTION 22. Waiver of Breach.....	18

ATTACHMENTS

Exhibit A	Legal Description
Exhibit B	Blank Agreement Establishing Date of First Rental
Exhibit C	Income Certification Form
Exhibit D	Income Guidelines
Exhibit E	Utility Allowance Chart

**HOUSING ALLOCATION PLAN CONTRACT
BETWEEN THE CITY OF SANTA ROSA and
the HOUSING AUTHORITY OF THE CITY OF SANTA ROSA
and
FULTON ROAD INVESTORS
LIMITED LIABILITY COMPANY
A California Limited Liability Company
RE: 2360 Fulton Road**

NORTH VILLAGE I

The parties to this Housing Allocation Plan Contract ("Contract") are THE CITY OF SANTA ROSA ("City"), the HOUSING AUTHORITY OF THE CITY OF SANTA ROSA ("Authority") and FULTON ROAD INVESTORS LIMITED LIABILITY COMPANY, a California Limited Liability Company ("Owner").

BACKGROUND

The Owner is the owner of certain real property and a project in the City of Santa Rosa, commonly known as "North Village I," which is located at 2360 Fulton Road, Santa Rosa, Sonoma County, California (a legal description of which is attached to this Contract and incorporated into it as Exhibit "A").

This Contract sets forth the terms and conditions of the agreement between the City, the Owner and the Authority by which the Owner shall provide, on site, and as part of North Village I sixteen (16) affordable rental housing units to low income households, all pursuant to the Housing Allocation Plan ("HAP") which Plan was established by the City Council of the City of Santa Rosa on June 2, 1992, and adopted as Ordinance No. 2961 on June 9, 1992, under Chapter 21-02 of the Santa Rosa City Code – Housing Allocation Plan, with various amendments between June 9, 1992, and May 14, 2002, all as amended by Ordinance 3561 on May 14, 2002.

Pursuant to the conditions by which the Owner's project was approved, the Authority has been delegated the responsibility of monitoring and enforcing the affordable housing requirements set forth in this Contract.

NOW, THEREFORE, IT IS AGREED:

SECTION 1. Definitions

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall mean:

"Allocated Unit" or "Unit": one of the sixteen (16) newly constructed "for rent" units that the Owner is constructing in eight (8) duplexes and which Owner is required to set

aside for rental at restricted rent levels under this Contract.

"Area": Santa Rosa/Petaluma Primary Metropolitan Statistical Area ("PMSA") as determined by the Secretary of Housing and Urban Development ("HUD") under Section 8(f)(3) of the United States Housing Act of 1937, as amended.

"Authority": the Housing Authority of the City of Santa Rosa. As used in this Contract, the term also refers to staff of Authority in carrying out normal administrative duties in relation to the Contract.

"City": the City of Santa Rosa.

"Date of First Rental": the date that the Allocated Unit in the Development was first occupied by a qualified Tenant following the Authority's approval of occupancy (sometimes referred to as a "Certificate of Occupancy"). As soon after the Date of First Rental as is reasonably practicable, the parties must execute and cause to be recorded in the Sonoma County Official Records a suitable instrument (now entitled "Agreement Establishing Date of First Rental"), which instrument shall confirm this date (a blank copy of this form is attached to this Contract and incorporated into it as Exhibit "B"). In the case of multifamily rental units, the "Date of First Rental" shall be the date on which 50% of the allocated units are occupied by low income households. Provided, however, the failure to record such instrument shall not alter the requirements of this Contract.

"Development": Shall be defined to be the entire eighty seven (87) lot, North Village I project which is located in Santa Rosa, Sonoma County, California, at 2360 Fulton Road, a legal description of which is attached to this Contract and incorporated into it as Exhibit "A."

"HUD": the United States Department of Housing and Urban Development and its successors.

"Income Certification": a certification as to income executed by a household in an Allocated Unit together with a signed approval by the Authority, all in the form attached hereto, as Exhibit "C."

"Income Guidelines": the compilation of data periodically updated and published by Authority setting forth the targeted population's standard income levels. At the time this Contract is executed, the primary source of information for the Income Guideline is HUD. Should the HUD data no longer be available, Authority shall select an alternative method of arriving at a similar guideline, and Owner, its successors or assigns shall be bound by that alternative throughout the effective period of this Contract. A copy of the present Income Guidelines is attached hereto as Exhibit "D."

"Low Income Tenant(s)": the qualified occupants of an Allocated Unit whose household income, adjusted for household size, as computed pursuant to the Income Certification, does not exceed the low income maximum which is based on statistical

information provided by HUD from time to time. For this Contract, the low income maximum is no greater than eighty percent (80%) of the Median Gross Income for the Area.

“Median Income”: the median income for the Santa Rosa/Petaluma Primary Metropolitan Statistical Area (“PMSA”) as determined by HUD under Section 8(f)(3) of the United States Housing Act of 1937, as amended.

“Ordinance”: the Housing Allocation Plan (“HAP”) which was established by the City Council of the City of Santa Rosa on June 2, 1992, and adopted as Ordinance No. 2961 on June 9, 1992, under Chapter 21-02 of the Santa Rosa City Code – Housing Allocation Plan, with various amendments between June 9, 1992, and May 14, 2002, all as amended by Ordinance 3561 on May 14, 2002.

“Owner”: Shall mean Fulton Road Investors Limited Liability Company, a California Limited Liability Company, its successors and assigns.

“Property”: shall mean the eight (8) lots in the Development, including all improvements, upon which the Owner intends to construct eight (8) duplexes, 16 units of which are to be Allocated Units which form the subject matter of the Contract.

“Very Low Income Tenant(s)”: the qualified occupants of an Allocated Unit in the Development whose household income, adjusted for household size, as computed pursuant to the Income Certification, does not exceed the very low income maximum which is based on statistical information provided by HUD from time to time. The very low income maximum is defined as being no greater than fifty percent (50%) of the Median Gross Income for the Area.

SECTION 1.1 Interpretation

Words importing any gender include all genders. Words importing persons include firms, associations and corporations. Words importing the singular shall include the plural and vice versa.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Contract: the term “heretofore” means before the date of the Contract; and the term “hereafter” means after the date of this Contract.

Articles and Sections mentioned by number only are the respective Articles and Sections of this Contract so numbered. Reference to “this Article,” “this Section,” or “this subsection” shall refer to the particular Article, Section or subsection in which such reference appears. Any captions, titles or heading preceding the text of any Article or Section herein and any table of contents or index attached to this Contract or any copy thereof are solely for convenience of reference and shall not constitute part of this Contract or affect its meaning, construction, or effect.

If there is any conflict in interpreting the terms and conditions of this Contract, reference shall be made to the Development Agreement for clarification; provided, however, if there is any conflict between the Development Agreement and this Contract in terms, conditions and/or requirements, the provisions of this Contract shall control.

SECTION 2. Term

A. Contract. The term of this Contract shall commence upon the date of its execution and shall remain in effect until restrictions referred to herein have expired on all Allocated Units.

B. Allocated Units. The sixteen (16) Low Income Allocated Units to be provided by Owner as part of its Development and as part of Owner's obligations under the Ordinance shall be held, set aside and restricted for occupancy of Low Income Tenants in accordance with the provisions of this Contract for thirty (30) years from the Date of First Rental.

SECTION 3. Allocated Units

All the Allocated Units in the Development shall be comparable in exterior appearance to the other units in the Development. Each Allocated Unit shall be at least two (2) bedrooms and contain at least 800 square feet of living area.

The following is the planned breakdown of the Allocated Units in this Development:

2 BR:	8	units
3 BR:	8	units
4 BR:	0	units

for a Total of 16 units.

SECTION 4. Occupancy of Allocated Units

a. Occupancy. After the Date of First Rental, all of the Allocated Units shall be rented only to tenants whose household income does not exceed the income limitations set forth in this Contract. Owner shall give preference to prospective low-income tenants who live or work in the City of Santa Rosa who apply to occupy an Allocated Unit.

b. Certification Prior to Occupancy. No Tenant shall be allowed to occupy any Allocated Unit until submission of an Income Certification form which sets forth accurately and honestly the Tenant income and household information, and not until after the Authority has notified Owner, in writing, of its approval of such certification.

c. Exception to Prior Certification/Tax Credit Financing. If the affordable housing portion of the Development (i.e. all the Allocated Units) becomes qualified for Tax Credit financing through the California Tax Credit Allocation Committee ("TCAC"), then the Authority may, in its discretion, waive the foregoing requirement of SECTION 4 b, for prior approval of a tenant's eligibility, so long as such eligibility is certified by Owner in accordance with the certification requirements of the TCAC, and a copy thereof is promptly delivered to the Authority. The Authority may reinstate the prior certification requirement at any time by giving Owner written notice.

SECTION 5. Rent Levels

A. Maximum Rent Level. During the term of this Contract, the *maximum* monthly rent Owner may charge for an Allocated Unit occupied by a low income household is restricted to a monthly rent which does not exceed 30 percent of 60 percent of the annual Median Income, adjusted to the level of 1.5 persons per bedroom, and divided by 12, less a monthly allowance for tenant paid utilities.

(1) Number of Bedrooms. An adjustment must be made to equate income levels to the number of bedrooms. The adjustment for unit size is based on the assumption of 1.5 persons per bedroom as follows:

- 1 bedroom units utilize incomes equivalent to 1.5 persons
- 2 bedroom units utilize incomes equivalent to 3.0 persons
- 3 bedroom units utilize incomes equivalent to 4.5 persons
- 4 bedroom units utilize incomes equivalent to 6.0 persons

(2) Utility Allowance. The utility allowance issued by Authority and adjusted from time to time shall be used to calculate the appropriate allowance for tenant paid utilities to be deducted in the rent calculation.

(3) Example of Maximum Rent Level Calculation. The maximum Low Income unit rent level is 30% times 60% of the Median Income, adjusted for the number of bedrooms, divided by 12, less the utility allowance. The following example shows how the maximum rent level for a one bedroom Low Income Allocated Unit is established:

$(1 \text{ person Median Income} + 2 \text{ persons Median Income} \div 2) \times .60 \times .30 \div 12 - \text{utility allowance} = \text{the maximum rent rounded up to the nearest dollar}$

$(\$39,150 + \$44,700 \div 2) \times .60 \times .30 \div 12 - \$103 = \text{maximum rent}$
 $\$41,925 \times .60 \times .30 \div 12 - \$103 = \$525.87 \text{ (rounded up to } \$526)$

B. Maximum Rent Level Adjustments. During the entire period that this Contract is applicable to any Allocated Unit, Owner may be required to adjust rent for all Tenants of the Allocated Units in accordance with the intervening fluctuations in rent levels resulting from Median Income

adjustments by HUD. Any increase may be passed on to the Tenants by Owner in accordance with the law. Any decrease must be passed on to the Tenants within sixty (60) days after notification by Authority of a change in the rent level under the program requirements. Decreases that result in rents below the initial affordable maximum rent do not have to be passed on to the Tenants. Owner may not increase rents for any Allocated Unit more than once every twelve (12) months during the term of this Contract.

SECTION 6. Compliance Requirements

A. Ordinance and Laws. Owner agrees to comply with all of the requirements of the Ordinance, as amended from time to time, and with all local, state and federal laws and regulations applicable to the construction, maintenance, occupation, development and rental of the Allocated Units, including zoning, housing, building and fire codes. All such laws, regulations and legal requirements are incorporated into and made part of this Contract. Any failure to comply with any such requirements shall constitute a default of this Contract.

B. Compliance Check. Owner shall cooperate at all times by promptly providing Authority with all information required to verify rents and Tenants' income. Owner shall permit Authority to contact Tenants to verify rents and Tenants' income, and shall permit Authority to inspect all rental records of Owner, after reasonable notice. Owner must disclose to each qualified Tenant the compliance requirements that involve the Tenant's participation.

C. Compliance Fee. The Owner shall pay to the Authority, for its ongoing compliance and monitoring duties, an annual fee of \$92.00 for each Allocated Unit. The annual fee for all the Allocated Units shall be first paid by Owner on the date the Notice of Availability [paragraph 8(e)] is submitted to the Authority and shall be paid annually thereafter, due on the anniversary date of the Notice of Availability. The foregoing fee shall be waived by the Authority for so long as the Authority waives the prior certification of tenant requirement under SECTION 4, c, of this Agreement.

D. Quarterly Occupancy Status Report. In addition to the other reporting requirements under this Contract, and when there are more than three (3) Allocated Units in a Development, Owner shall deliver to Authority by the 15th of January, the 15th of April, the 15th of July, and the 15th of October of each year, a status report as of the end of each calendar quarter, regarding the Allocated Units, specifying:

(1) The number of Allocated Unit(s) available to and/or actually occupied by qualified Tenants certified by Authority;

(2) A list of current Heads of Household names, Unit number, number of members in Household, number of bedrooms, rent charged, initial certification/move-in date, and date of last certification;

(3) The current rent charged for the Unit; and

(4) General management performance, including tenant relations and other relevant information, such as tenant complaints, construction or maintenance problems, neighborhood situations which pose risks to the tenants or to the project itself.

E. Annual Recertification of Tenant's Income. Owner must review and recertify each Tenant's income once every twelve (12) months, to assure the Tenant's ongoing eligibility under this Contract. Owner shall provide a report to Authority once a year by September 15, that must be signed by a duly authorized agent of Owner. The report shall include information on Tenant income and rent for each Allocated Unit. The report shall contain a certification that, during the prior twelve (12) month period from July 1 to June 30:

(1) Owner has complied with all its obligations under this Contract;

(2) Owner has complied with the requirement to submit to Authority an annual recertification for each Tenant's income under this Contract, and that all Tenants of Allocated Units are duly and properly qualified as to income and rent level;

(3) Owner has preserved written records verifying Tenant income certifications, and;

(4) Owner has provided Authority completed Tenant Income Certification forms, along with third party proof of income.

Authority may, but is not required to, accept the annual California Tax Credit Allocation Committee (TCAC) Project Status Report in lieu of the annual recertification required under this Section.

Authority or its designee may perform Tenant file inspections, including review of income certifications, supporting documentation; rent records, utility allowance documentation, and any other information deemed necessary to Authority. Advance notice will not be given of Authority's selection process for which Tenant records will be inspected. However, Owner will be given reasonable notice of the inspection date.

F. Effects of Tenant Income Fluctuations. If, upon review of Tenant income, a previously qualified household no longer qualifies for the Allocated Unit, the household may continue to occupy the Allocated Unit for so long as the increase in the total household income does not exceed one hundred twelve percent (112%) of the then current maximum qualifying income for the Allocated Unit.

If any previously qualified household's income exceeds the 112% limit, the household must vacate the Allocated Unit within six (6) months after it is determined that the household's income no longer qualifies. If a tenancy is to be vacated, the Owner shall deliver written notice to the Tenant of the income determination and reasons for the termination. Tenancies shall not be terminated in the following circumstances:

(1) If, within that six (6) month time period, another comparable unit becomes available, the Owner may rent the available unit as an Allocated Unit to another qualified household under the same terms and conditions of this Contract. In such case, the Tenant subject to termination may remain in place.

(2) If there are Non-Allocated Units available in the Development, the Tenant subject to termination shall have the right of first refusal for any vacant non-Allocated Unit if the Tenant meets the Owner's occupancy standards. This right shall begin upon recertification and shall expire upon termination of the Tenant's lease of the Allocated Unit.

(3) If the increase in Tenant's income is only temporary, as determined by Authority, the Unit shall be considered a qualifying Allocated Unit and Owner will not be required to supply a replacement unit.

(4) If, within the six-month noticing period, evidence is provided that the Tenant's income has decreased to a level that would qualify the household, the Tenant may remain in place.

Notwithstanding the foregoing and if there are fewer than twenty (20) Allocated Units subject to this Agreement, if the household income of any tenant, following such tenant's initial certification and occupancy of the Allocated Unit, subsequently exceeds the eligibility maximum under this Agreement, the tenant may continue to reside in the Allocated Unit, provided that Owner rents the next vacant Allocated Unit in the Development to a household eligible under this Agreement.

SECTION 7. Development Operations

At all times the Development must be operated in conformance with local, state and federal laws and regulations. Authority must be informed of any substantial complaints about the Development. "Complaints" include, but are not necessarily limited to objections, protests, formal legal or administrative actions, and any material objections, all about or relating to the Property, the management, the Allocated Units, Tenants, managers, the neighboring homes and their occupants, police, fire and building officials. If the Owner has failed to comply with such laws and regulations or with this Contract, that failure shall constitute a default under this Contract.

SECTION 8. Property Management and Standards

Hugh Futrell, LLC., a California Limited Liability Company shall manage and maintain the Property, and the Development, and all units, in decent, safe and sanitary condition at all times. Owner shall comply with all applicable zoning, housing, building and fire codes. Owner shall not materially take away from, or materially alter, features of the Units or of the Development, or otherwise change, alter or reduce any real or personal property of the Units or of the Development, without prior written approval of the Authority. Owner shall not demolish any part of the Property. Normal maintenance and repair are not precluded by the provisions of this subsection.

Authority has the right to inspect the interior of the Property with proper advance notice, and the exterior of the Property with no advance notice.

Owner shall be responsible for providing adequate property management for the Development either by performing the services itself or by hiring the services of a professional property manager. These responsibilities include processing financial statements, handling of receivables and payables, Tenant selection, and compliance with terms and conditions of this Contract. The Owner shall adopt and implement on a regular basis some minimum standards and criteria for tenant selection, e.g., references, credit, and criminal background checks.

Owner is approved to serve as the Property manager. Any other on-site project manager, resident manager, or any other management company hired to manage the Development must be experienced and qualified for the responsibilities involved, including without limitation, experience in managing rental properties for low-income persons and must be approved, in writing, by Authority prior to hiring. Authority's approval will not be unreasonably withheld. Any hiring in violation of this provision is voidable at the election of Authority.

In the event the Owner or its Property manager have failed to provide proper management of the Development or of the Units therein, Authority may require Owner to hire the services of a professional property management company which shall be responsible for the above services.

SECTION 9. Insurance

A. Improvements Insurance. Owner shall, prior to commencement of the construction, purchase and thereafter maintain at all times hazard insurance on the Property in the amount of the full replacement value of the improvements on the Property. Such insurance shall contain a rider which provides for loss payment to the City and Authority (after prior claims of senior lienholders) in the event the Property is not restored following damage or destruction, and a further rider that the City and Authority shall be given thirty (30) days' advance, written notice of cancellation.

B. Professional Liability Insurance. When using funds subject to this Contract for professional service, Owner shall require that the vendor carry professional service liability insurance in an amount reasonably necessary to provide protection for the risks involved.

C. Commercial General Liability Insurance. Owner shall, during the continuance of its obligations under this Contract, and at no expense to the City, maintain commercial general liability insurance and property damage insurance, including business, product liability, and completed operations insurance, and contractual liability coverage, in the amount of One Million and no/100 Dollars (\$1,000,000.00) per occurrence on account of bodily or personal injuries, including death, or on account of property damage, arising from, or caused, directly or indirectly, by the performance of this Contract. Under this insurance, the Authority and the City of Santa Rosa, their officers, employees, and agents shall be named as additional insured. This insurance shall be primary and the policy or policies must contain, by endorsement, a cross liability clause.

D. Workers' Compensation Insurance. Owner shall, during the continuance of this Contract and at no expense to the City, maintain Workers' Compensation Insurance, as required by law, for all Owner's officers and employees.

E. Business Automobile Insurance. Where use of a vehicle is integral to the performance of the Loan Agreement, Owner represents that it shall, during the continuance of this Contract and at no expense to the City, maintain automobile liability insurance as required by law.

F. Deductible/Self-Insurance Retention. Any deductible or self-insurance retention shall be certified on a certificate of insurance and approved by the Risk Manager of the City of Santa Rosa. Said Risk Manager may require, where the deductible is unreasonable or inconsistent with industry practice, that Owner either (1) reduce or eliminate such deductible or self-insurance retention as it applies to the City, its officers, agents and employees; or (2) procure a bond guaranteeing payment of losses and all costs associated with investigation, administration and defense of claims and/or lawsuits. The bond shall be a form acceptable to counsel for the City and in an amount acceptable to the City Attorney and in an amount acceptable to the Risk Manager of the City of Santa Rosa.

G. Certificates. The insurance required by Paragraphs A through E, above, shall be evidenced by a certificate or certificates submitted to the City which shall be executed by the insurance company or companies involved and which shall state that the insurance evidenced thereby may not be terminated without thirty (30) days' prior written notice thereof being received by the City. The certificate(s) shall be submitted to the City before or at the time Owner executes this Contract.

NOTE: This cancellation language deviates from the standard Certificate of Insurance Accord form and should be brought to the attention of Owner and its/his/her insurance agency. The phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be omitted. FAILURE TO COMPLY WITH THIS LANGUAGE WILL CAUSE A DELAY IN THE CONTRACT OR PAYMENTS.

Owner shall file certificates of insurance which shall certify the TOTAL LIMITS of coverage in effect. If such limits are higher than the limits required by the City and Authority herein, the higher limits shall be certified and shall apply to the coverage afforded the City and Authority.

H. Subcontractor Insurance. Owner shall require all subcontractors working on the Project to maintain the same type and amount of insurance referenced in Paragraphs B through F, above. Owner shall be responsible for determining and confirming that all subcontractors have complied with the insurance provisions in this Contract. Owner shall defend, indemnify and hold harmless Authority for any failure by Owner to determine compliance of a subcontractor and any failure by a subcontractor to obtain the insurance as required herein.

I. Waiver of Insurance. Only the Risk Manager of the City of Santa Rosa can waive insurance requirements or waive any indemnification requirements under this Contract, and only upon receipt of a written request.

SECTION 10. Indemnity

Owner agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release Authority and City, their officers, agents and employees, from actions, claims, damages, disabilities or the cost of litigations that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Owner hereunder, whether or not there is concurrent negligence on the part of Authority or City (and whether or not the action or claim is meritorious), but excluding liability due to the active negligence or willful misconduct of Authority or City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Owner or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

Owner shall be liable to Authority and City for any loss of or damage to Authority and/or City arising from Owner's negligence or willful misconduct.

SECTION 11. Availability of Records

All Tenant lists, applications, verification of Tenant income, and waiting lists relating to the Allocated Units in the Development and relating to applicants for occupancy of such Allocated Units shall at all times be kept separate and identifiable

from any other business of Owner which is unrelated to the Development. This information shall be maintained by Owner in a reasonable condition for proper audit, and is subject to examination during business hours by a representative of Authority to the extent permissible under laws and regulations protecting individual confidentiality. Failure to keep such lists and applications or to make them available to Authority will be a default hereunder. At all times, Owner shall maintain such records for at least the three (3) prior years, and for at least a minimum of three (3) years beyond the term of this Contract.

SECTION 12. Nondiscrimination

Owner shall not exclude or discriminate against any person in the United States on the grounds of race, color, religion, national origin, sex, sexual orientation, familial status, source of income, physical or mental disability, or age, nor shall Owner prevent any such person from participating in, or benefiting from, any program or activity related to the Development on those grounds. Specifically, Owner must not, based on the above grounds:

- A. Deny any service or other benefit provided under any program activity;
- B. Provide any service or other benefit which is different, or is provided in a different form, from that provided to others under any program or activity;
- C. Subject to segregated or separate treatment in any facility in, or in any manner or process related to receipt of any service or benefit under, any program or activity;
- D. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under any program or activity; or
- E. Treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under any program or activity.

SECTION 13. Defaults; Remedies

A default of this Contract shall occur if Owner fails to observe or perform any covenant, condition or agreement contained herein. In addition, a default shall be deemed to have occurred if any of the following happen: (i) Owner sells, conveys, contracts to sell, alienates, transfers title or further encumbers all or any part of the Property, including creation or termination of a life estate; or (ii) Owner suffers the title or any interest in the Property to be divested, whether voluntarily or involuntarily other than by reconveyance by title held for security purposes only; or (iii) Owner changes or permits to be changed the character or use of the Property; or (iv) Owner allows an ineligible person to occupy an Allocated Unit; or (v) Owner becomes insolvent or

otherwise terminates its business; provided, however, a transfer made in accordance with SECTION 20 of this Agreement shall not constitute a default under this Agreement.

In addition, because this Contract is recorded pursuant to a City program administered by Authority to provide assistance to low-income households within the City of Santa Rosa; notwithstanding any other terms in this Contract to the contrary, a default of this Contract shall be deemed to have occurred if any of the following happen: (i) Owner fails or refuses to furnish Authority with information reasonably required by Authority to determine Tenants' continuing eligibility under the applicable funding program; or (ii) Owner fails or refuses to cooperate with reasonable review procedures set up by Authority to monitor Tenants' continuing eligibility under the applicable funding program; or (iii) Owner fails to comply with the terms and conditions of this Contract; or (iv) Owner fails to maintain the Property in a good and habitable condition; or (v) Owner fails to maintain the Property in a state of repair in compliance with all federal, state, and local laws, ordinances, and/or rules.

In addition to all other rights of Authority provided herein, a default of this Contract shall occur if Owner has made any material misstatements in the representation, warranties and covenants contained in documents executed by Owner in connection with the Property, including, without limitations, misstatements or omissions in the representations, warranties, or covenants relating to the location of the Property, any occupancy requirements of applicable funding programs, the cost and description of any improvements made to the Property, or any sale, transfer or other disposition of such Property not made in accordance with the terms of this Contract.

In the event of a default as set forth above, Authority shall provide Owner with thirty (30) days written notice specifying the default and requesting that it be remedied. If the failure specified in the notice cannot be corrected within the applicable period and Owner has instituted corrective action within the applicable period and has diligently pursued such corrective action, then Owner shall not be in default under this Contract so long as Owner diligently, and without interruption, pursues the cure to complete corrections. Upon a default under this Contract and failure to cure as provided above, Authority shall be entitled, in addition to all other remedies provided by law or in equity, to do the following:

A. To compel specific performance by Owner of its obligations under this Contract, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default.

B. To the extent permissible under laws and regulations protecting individual confidentiality, to have access to, to inspect, and to make copies and to audit

all books and records of Owner pertaining to the Development.

C. To cause Owner to pay to Authority (if the thirty (30) day cure period has been exceeded and no cure has been achieved) an amount equal to all excess rent received by Owner with respect to those of the Allocated Units(s) which have been improperly rented, if Owner knew, or should have known, that the Units were rented in non-compliance with the requirements of this Contract. The term "excess rent" as used in the previous sentence shall mean all rent received by Owner over the amount allowed in Section 6 of this Contract.

D. To conduct an evaluation of, and direct Owner with respect to, the management and operation of the Development, to the extent any default is reasonably attributable to such management. The City or Authority may retain attorneys and consultants to assist in such evaluation, and Owner shall pay the reasonable fees and expenses of such attorneys and consultants and any other expenses incurred by the City or by the Authority in this regard. Owner shall follow all lawful directives, which may, at the option of the City or Authority, include replacing existing management with new management. In the event a default includes the failure of Owner to make any required payment of such fees and expenses in a timely manner, or in the event of the imminent closure of the Development, Authority may in its sole discretion select new management.

E. Any default in the performance of the requirements of this Contract or any of the related instruments and agreements given in connection with the Contract shall entitle Authority, in addition to any other relief afforded to it by law or this Contract, to extend the term the Allocated Units are to be restricted under this Contract, by the period of time of such default.

SECTION 14. Notices

Formal notices, demands, and communications between the City, Authority and Owner shall be sufficiently given if, and shall not be given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery service or overnight courier service, to the City, Authority and Owner as follows, or at such other address as the parties may designate in writing from time to time:

CITY ATTORNEY
THE CITY OF SANTA ROSA
City Hall, Room #8
100 Santa Rosa Avenue
Santa Rosa, California 95404

HOUSING AUTHORITY OF
THE CITY OF SANTA ROSA
Post Office Box 1806
Santa Rosa, California 95402-1806

FULTON ROAD INVESTORS
LIMITED LIABILITY COMPANY
435 Beaver Street
Santa Rosa, CA 95404

SECTION 15. Notification of Change to Market Rate

At the end of the Term, Owner shall give Authority and the Allocated Unit household six months prior notification that the unit will convert to market rate. A second notice will be sent 90 days prior to conversion. Thirty days prior to conversion a notice will be sent specifying the exact market amount that will be charged for the applicable unit. The holding period on the given unit shall be extended by the period(s) Owner delays giving the notice(s) required under this subparagraph. Applicable State Law shall supersede any conflicting conditions of this paragraph.

SECTION 16. Recordation of Contract

Immediately after recording of the Final Map for the Development, Owner shall cause this Contract and all amendments and supplements hereto to be recorded in the real property records of the County of Sonoma, as a lien, charge and encumbrance against the entire Development. Thereafter, and in accordance with the timing provisions set forth in Section 21.02.150 of the Ordinance, the City shall execute suitable Authorization(s) for Partial Reconveyance with respect to the lots within the Development which are not intended to be bound by the provisions of this Contract.

SECTION 17. Successors Bound

Without waiving any of the requirements of the provisions of this Contract prohibiting assignment, the covenants, conditions and restrictions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, Owner and its successors and assigns and all subsequent Owners of the Development or any interest therein, to the City, and to the Authority and their successors and assigns.

SECTION 18. Severability

The invalidity of any clause, part or provision of this Contract shall not affect the validity of the remaining portions hereof. Nothing in this Contract shall prevent

Authority from exercising any of its rights under this Contract.

SECTION 19. Amendments

Except as otherwise provided hereunder, this Contract may not be amended, changed, modified, altered or terminated except as permitted in this Contract. This Contract 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 Sonoma.

SECTION 20. No Assignment

Owner shall not transfer any interest in the underlying Property, nor transfer any interest in or duty under this Contract (whether by assignment or novation) without prior written approval of Authority except as allowed herein, which approval shall not be unreasonably withheld (in that regard, the Authority shall endeavor to respond to any requested transfer within 45 days of the date the Authority receives the Owner's request therefore). No party to this Contract may in any way contract on behalf of, or in the name of, the other party to the Contract. Any attempted violation of the provisions of this Section shall confer no rights, and shall be void.

SECTION 21. Force Majeure

If Owner is delayed or prevented from the performance of any act required under this Contract, by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of Owner (financial inability excepted), performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a period equivalent to the period of the delay.


SECTION 22. Waiver of Breach

The waiver by one party of any breach of this Contract by the other party will not be deemed a waiver of any subsequent breach, a waiver of the particular provision breaches, or a waiver of any other provisions of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed and sealed by their respective, duly authorized representatives, as of the day and year written below.

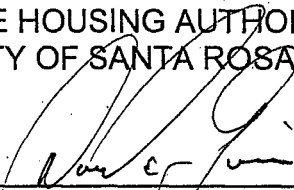
THE CITY OF SANTA ROSA

Dated: 5/25/2006, 2005


By: Jane Bender
Its: Mayor

THE HOUSING AUTHORITY OF THE CITY OF SANTA ROSA

Dated: 9/14, 2005


By: David E. Guoin
Its: Executive Director

FULTON ROAD INVESTORS
LIMITED LIABILITY COMPANY
a California Limited Liability Company

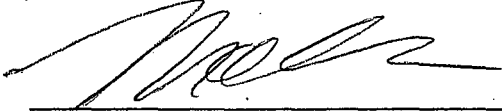
Dated: 8/25, 2005


By: HUGH FUTRELL
Its: MANAGING MEMBER

J:\Malcolm\HOUSI-01\HAPCONTRACTS\NORTH VILLAGE I\07-01-05\HAP Contract North Village 07-01-05.doc

APPROVED AS TO FORM:

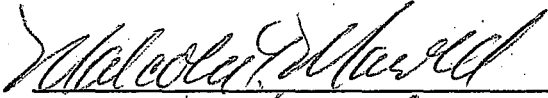
CITY ATTORNEY
THE CITY OF SANTA ROSA



Molly L. Dillon, Attorney
for THE CITY OF SANTA ROSA

APPROVED AS TO FORM:

HOUSING AUTHORITY COUNSEL

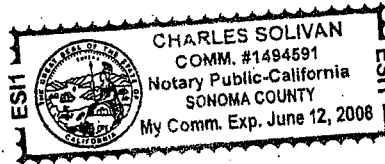


Malcolm T. Maxwell, Attorney

STATE OF CALIFORNIA)
) SS.
COUNTY OF SONOMA)

On 25. AUGUST. 2005 before me, CHARLES SOLIVAN,
personally appeared HUGH FUTRELL, personally
known to me, or proved to me on the basis of satisfactory evidence to be the person(s)
whose names(s) is/are subscribed to the within instrument and acknowledge 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.



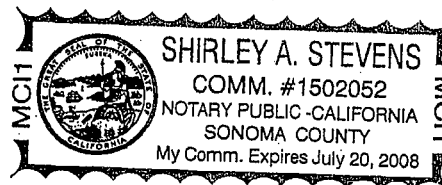
Charles Solivan
Notary Public

1494591, exp. 6/12/08

STATE OF CALIFORNIA)
) SS.
COUNTY OF Sonoma)

On September 14, 2005 before me, Shirley A Stevens,
personally appeared David B. Gouin, personally known
to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose
names(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.

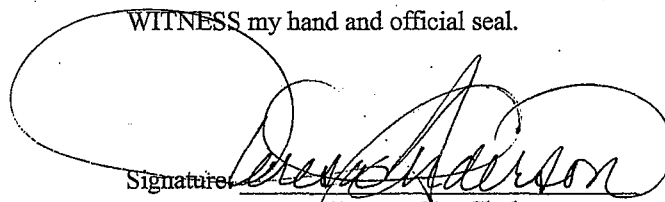


Shirley A. Stevens
Notary Public

STATE OF CALIFORNIA)
)ss
COUNTY OF SONOMA)

On May 25, 2006, before me, Teresa Anderson, Deputy City Clerk, City of Santa Rosa, personally appeared Jane Bender, Mayor, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature: _____
Deputy City Clerk

(This area for official City Seal.)

Schedule C
Legal Description

Situated in the State of California, Unincorporated Area, County of Sonoma, and described as follows:

Commencing at a point on the East line of the public road leading from Santa Rosa to Fulton, which point is 9.98 chains South of the center of Section 5, in Township 7 North, Range 8 West, M.D.M., thence running South along said public road, 9.93 chains to the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of said Section 5, thence East along the South line of said Northwest one-quarter of the Southeast one-quarter of said Section, 20.04 chains; thence North along the Westerly line of said one-quarter section, 10.14 chains, thence West 20.04 chains to the point of beginning.

Being off of the South end of said Northwest one-quarter of the Southeast one-quarter of said Section 5, Township 7 North, Range 8 West, M.D.M.

Excepting therefrom that portion conveyed to the County of Sonoma, a Political Subdivision, by deed recorded May 5, 1971 in Book 2532 at Page 268, Serial No. M 09764, Sonoma County Records.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Lying within the County of Sonoma, State of California and being a portion of the lands of Fulton Road Investors, a California general partnership, as described by deed recorded under Document Number 2000-033317, Official Records of Sonoma County, said portion being more particularly described as follows:

Beginning at the Northwest corner of said lands, said point also lying on the Easterly right-of-way of Fulton Road; thence along the West line of said lands, South $00^{\circ}10'22''$ West, 78.87 feet; thence leaving said West line, South $89^{\circ}32'41''$ East, 98.12 feet; thence on a curve to the right, radius of 25.50 feet, length of 44.71 feet, central angle of $100^{\circ}27'33''$; thence on a reverse curve, radius of 199.50 feet, length of 57.36 feet, central angle of $16^{\circ}28'22''$ thence on a compound curve, radius of 9.50 feet, length of 13.93 feet, central angle of $83^{\circ}59'11''$; thence South $89^{\circ}32'41''$ East, 48.47 feet; thence on a curve to the left, radius of 9.50 feet, length of 13.39 feet, central angle of $80^{\circ}47'06''$; thence on a compound curve, radius of 49.50 feet, length of 15.57 feet, central angle of $18^{\circ}01'38''$; thence on a reverse curve, radius of 115.50 feet, length of 55.75 feet, central angle of $27^{\circ}39'17''$; thence on a compound curve, radius of 25.50 feet, length of 31.67 feet, central angle of $71^{\circ}09'28''$; thence South $89^{\circ}32'41''$ East, 101.00 feet; thence on a curve to the right, radius of 25.50 feet, length of 39.60 feet, central angle of $88^{\circ}58'42''$; thence on a reverse curve, radius of 199.50 feet, length of 36.39 feet, central angle of $10^{\circ}27'04''$; thence on a reverse curve, radius of 105.50 feet, length of 24.88 feet, central angle of $13^{\circ}30'52''$; thence on a reverse curve, radius of 9.50 feet, length of 15.26 feet, central angle of $92^{\circ}02'30''$; thence South $89^{\circ}32'41''$ East, 17.57 feet; thence on a curve to the left, radius of 33.00 feet, length of 14.43 feet, central angle of $25^{\circ}03'27''$; thence on a reverse curve, radius of 52.00 feet, length of 127.16 feet, central angle of $140^{\circ}06'54''$; thence on a reverse curve, radius of 33.00 feet, length of 14.43 feet, central angle of $25^{\circ}03'27''$; thence South $00^{\circ}27'19''$ West, 13.96 feet, thence South $44^{\circ}32'41''$ East, 21.97 feet; thence South $89^{\circ}32'41''$ East, 180.90 feet; thence on a curve to the right radius of 125.00 feet, length of 93.91 feet, central angle of $43^{\circ}02'42''$; thence South $46^{\circ}29'59''$ East, 117.09 feet; thence on a curve to the right, radius of 125.00 feet, length of 34.22 feet, central angle of $15^{\circ}41'14''$; thence North $82^{\circ}23'48''$.

East, 43.08 feet; thence South $89^{\circ}32'41''$ East, 71.77 feet; thence South $11^{\circ}03'00''$ East, 93.89 feet; thence South $00^{\circ}27'19''$ West, 145.00 feet to the South line of said lands; thence along the South line of said lands South $89^{\circ}32'41''$ East, 325.09 feet to the Southeast corner of said lands; thence along the East line of said lands, North $00^{\circ}11'06''$ East, 668.56 feet to the Northeast corner of said lands; thence along the North line of said lands South $89^{\circ}51'51''$ West, 1301.23 feet to the POINT OF BEGINNING.

(034-030-067-000 portion)

NO FEE

This Document is being
recorded for the benefit of the
City of Santa Rosa as per Gov't
Code Section 6103.

WHEN RECORDED MAIL TO:

HOUSING AUTHORITY OF
THE CITY OF SANTA ROSA
P.O. Box 1806
Santa Rosa, CA 95402-1806

Space Above this line for Recorder's Use

AGREEMENT ESTABLISHING DATE OF FIRST RENTAL

**BETWEEN THE HOUSING AUTHORITY
OF THE CITY OF SANTA ROSA
AND**

[INSERT LOCATION]

(RENTAL)

**AGREEMENT ESTABLISHING DATE OF FIRST RENTAL
BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF SANTA ROSA
AND
[insert location]**

With reference to that certain HOUSING ALLOCATION PLAN CONTRACT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF SANTA ROSA AND _____ RE: _____, dated _____, and recorded on _____ in the Official Records of the County of Sonoma, Recorder's Serial Number _____, the parties hereby agree that the Date of First Rental was _____.

IN WITNESS WHEREOF, the parties have caused this Agreement Establishing Date of First Rental to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written below.

_____ HOUSING AUTHORITY OF THE CITY OF SANTA ROSA

Dated: _____

Signature: _____

Print Name: _____

Its: Executive Director

OWNER:

A California Nonprofit Public Benefit Corporation

Dated: _____

Signature: _____

Print Name: _____

Its: _____

Dated: _____

Signature: _____

Print Name: _____

Its: _____

APPROVED AS TO FORM:

CITY ATTORNEY
for THE CITY OF SANTA ROSA

HOUSING AUTHORITY OF THE CITY OF SANTA ROSA

P. O. Box 1806

Santa Rosa, California 95402

TENANT INCOME CERTIFICATION FORM

Date _____

An income certification is required as one of the stipulations of renting an affordable unit under the Housing Authority Program.

In order to ensure compliance, please fill out the following and return it with **proof of income and assets** to the rental agent.

RENTAL ADDRESS: _____ NAME OF OWNER OR PROJECT: _____

MONTHLY RENT \$ _____

NUMBER OF BEDROOMS: _____

Tenant Phone: Home _____ Work _____

Names of Members of Household	Relationship To Head of Household	Age	Employer or Other Source of Income	Annual* Income (Gross)
	Head			\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____

Anticipated income of all adults during the next 12-month period: \$ _____

*This income includes:

- 1) all wages and salaries, overtime, commissions and bonuses before payroll deductions;
- 2) full amount of periodic payment received from Social Security, annuities, insurance policies, retirement funds, pensions, disability of death benefits, alimony, child support and regular contributions/gifts;
- 3) payments in lieu of earnings.

Total value of all assets (excluding personal property): \$ _____

Income expected from assets during next 12-month period:
- (Interest, dividends, etc.) \$ _____

TOTAL OF ALL INCOME DURING NEXT 12-MONTH PERIOD: \$ _____

TO BE CERTIFIED YOU MUST ATTACH PROOF OF INCOME

The undersigned certifies that all of the above information is a full disclosure of all income and is true and correct. This information is to be updated each year and the undersigned agrees to provide income information when requested. Continuing occupancy of this unit with a restricted rent level is contingent upon providing proof on an annual basis that the household's income does not exceed the income guidelines of the funding program.

Date

(Tenant's Signature)

Date

(Tenant's Signature)



DEPARTMENT OF ECONOMIC DEVELOPMENT AND HOUSING

INCOME GUIDELINES

As of March 1, 2005

Family Size	Extremely Low 30% of Median *	Very Low 50% of Median*	60% of Median**	Low 80 % of Median *	Median 100% of Median **	Moderate 120% of Median ***
1 Person	\$15,650 /Year \$1,304 /Month	\$26,100 /Year \$2,175 /Month	\$31,350 /Year \$2,613 /Month	\$40,600 /Year \$3,383 /Month	\$52,200 /Year \$4,350 /Month	\$62,650 /Year \$5,221 /Month
2 Persons	\$17,900 /Year \$1,492 /Month	\$29,850 /Year \$2,488 /Month	\$35,800 /Year \$2,983 /Month	\$46,400 /Year \$3,867 /Month	\$59,700 /Year \$4,975 /Month	\$71,600 /Year \$5,967 /Month
3 Persons	\$20,150 /Year \$1,679 /Month	\$33,550 /Year \$2,796 /Month	\$40,300 /Year \$3,358 /Month	\$52,200 /Year \$4,350 /Month	\$67,150 /Year \$5,596 /Month	\$80,550 /Year \$6,713 /Month
4 Persons	\$22,400 /Year \$1,867 /Month	\$37,300 /Year \$3,108 /Month	\$44,750 /Year \$3,729 /Month	\$58,000 /Year \$4,833 /Month	\$74,600 /Year \$6,217 /Month	\$89,500 /Year \$7,458 /Month
5 Persons	\$24,150 /Year \$2,013 /Month	\$40,300 /Year \$3,358 /Month	\$48,350 /Year \$4,029 /Month	\$62,650 /Year \$5,221 /Month	\$80,550 /Year \$6,713 /Month	\$96,700 /Year \$8,058 /Month
6 Persons	\$25,950 /Year \$2,163 /Month	\$43,250 /Year \$3,604 /Month	\$51,900 /Year \$4,325 /Month	\$67,300 /Year \$5,608 /Month	\$86,550 /Year \$7,213 /Month	\$103,850 /Year \$8,654 /Month
7 Persons	\$27,750 /Year \$2,313 /Month	\$46,250 /Year \$3,854 /Month	\$55,500 /Year \$4,625 /Month	\$71,900 /Year \$5,992 /Month	\$92,500 /Year \$7,708 /Month	\$111,000 /Year \$9,250 /Month
8 Persons	\$29,550 /Year \$2,463 /Month	\$49,250 /Year \$4,104 /Month	\$59,100 /Year \$4,925 /Month	\$76,550 /Year \$6,379 /Month	\$98,450 /Year \$8,204 /Month	\$118,150 /Year \$9,846 /Month

*30 %, 60% & 77.747989276 % Income published by U. S. Department of Housing and Urban Development (HUD), dated February 11, 2005.
Percentage calculations are rounded to the nearest \$50.00.

** 100% Income published by State of California Department of Housing and Community Development (HCD) dated February 25, 2005.

*** 60- & 120% Income is based on HUD Family Size Adjustments, dated February 11, 2005. (PDR-2005-02)

Please note: based on rounding differences, Income figures may vary between agencies.

HOUSING AND REDEVELOPMENT
90 Santa Rosa Avenue Post Office Box 1806 Santa Rosa California 95402-1806
Telephone 707-543-3300 FAX 707-543-3317 TDD 707-543-3318

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169

**Allowances for Tenant
Furnished Utilities and other
Services**

Locality: City of Santa Rosa Department of Economic Development and Housing		Unit Type: Apartment/Townhouse				Date: 03/01/05	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$13.00	\$19.00	\$25.00	\$30.00	\$38.00	\$43.00
	b. Bottle Gas						
	c. Electric	\$20.00	\$28.00	\$33.00	\$33.00	\$33.00	\$33.00
	d. Oil						
Cooking	a. Natural Gas	\$3.00	\$5.00	\$6.00	\$7.00	\$9.00	\$10.00
	b. Bottle Gas						
	c. Electric	\$4.00	\$6.00	\$8.00	\$9.00	\$12.00	\$13.00
	d. Coal / Other						
Other Electric		\$10.00	\$13.00	\$17.00	\$21.00	\$27.00	\$29.00
Air Conditioning		\$1.00	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00
Water Heating	a. Natural Gas	\$9.00	\$12.00	\$15.00	\$18.00	\$23.00	\$27.00
	b. Bottle Gas						
	c. Electric	\$13.00	\$18.00	\$23.00	\$29.00	\$29.00	\$29.00
	d. Oil						
Water		\$17.00	\$22.00	\$25.00	\$31.00	\$37.00	\$43.00
Sewer		\$41.00	\$55.00	\$62.00	\$77.00	\$91.00	\$105.00
Trash Collection		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Range / Microwave		\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Refrigerator		\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Other--specify:							
Actual Family Allowances				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
				Water Heating		\$	
				Water		\$	
Address of Unit				Sewer		\$	
				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Total		\$	
Number of Bedrooms							