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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

RESIDENCES AT TAYLOR MOUNTAIN 2880 FRANZ KAFKA AVENUE DENSITY BONUS HOUSING AGREEMENT

RENTAL

The parties to this Density Bonus Housing Agreement – Rental (Agreement) dated 26/2018, are Kawana Meadows Development Corporation (Owner), a California Corporation and the Housing Authority of the City of Santa Rosa (Authority).

RECITALS

- A. The real property affected by this Agreement is identified as Assessor's Parcel Numbers 044-460-001 through 044-460-071 (the "Property"). A legal description of the Property is attached hereto as Exhibit "A."
- B. On the Land Use Graphic of the City's General Plan, the Property is designated as Medium-Low Density Residential, which designation permits residential development at a maximum density of 8 13 units per acre, which would allow the development of no more than 70 units on the Property.
- C. Government Code Sections 65915 *et seq*. and City Code Chapter 20-31 permit a density increase or bonus over the maximum density authorized by the General Plan when a developer of housing agrees to provide a percentage of units as affordable housing. Under

Residences at Taylor Mountain Density Bonus Housing Agreement Page 1 of 15

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those provisions, if a developer agrees to construct at least nineteen percent (19%) of the total units (prior to the bonus) in the proposed housing development for low-income households, the City is required to grant a density increase or bonus of thirty-five percent (35%) over the otherwise maximum allowed under the City's General Plan.

D. The development proposed is a ninety-three (93) unit rental housing project. In order to implement the development, Owner sought a density bonus pursuant to Government Code Section 65915 and City Code Chapter 20-31.060. The Project will designate 19% of the units for low income occupants, which entitles the Owner to one concession and a 35% density increase.

Pursuant to the requirements of those provisions and as approved in Planning Commission Resolution No. 11853, Owner was granted a twenty-three (23) unit density bonus, plus other concessions, in exchange for its agreement to restrict nineteen (19) units as units for low-income households as defined in Health and Safety Code Section 50105 (the "Targeted Units").

This dedication by Owner satisfies the requirements of Section 65915 and Chapter 20-31, and justifies the density bonus approved by the City. Apart from the nineteen (19) Targeted Units, the remaining units in the Project may be rented free of any restrictions under this Agreement, although they may be subject to other affordability requirements not related to the density increase.

- E. Authority has been designated by the City of Santa Rosa pursuant to City Code Section 20-31.100 to enter into and monitor Density Bonus Housing Agreements.
- F. The purpose of this Agreement is to ensure, among other things, that the nineteen (19) units for qualified low-income households are constructed, made available, and leased in accordance with Government Code Section 65915 and City Code Chapter 20-31.

AGREEMENT

Based on the foregoing, the parties agree as follows:

1. <u>Definitions</u>: In this Agreement, unless the context otherwise requires,

- a. "Area" means and refers to the Santa Rosa, CA Metropolitan Statistical Area (MSA) as determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended;
 - b. "City" is the City of Santa Rosa, California;
- c. "Commencement of Term" means the date upon which Owner notifies
 Authority that the Targeted Units as defined in 1(k) of this Agreement are ready for occupancy.
 The parties will execute and cause to be recorded in the Sonoma County Official Records a suitable instrument confirming this date, a blank copy of which is attached hereto as Exhibit "E". Provided, however, the lack of notice or failure to record such instrument shall not alter the requirements of this Agreement;
- d. "HUD" means the United States Department of Housing and Urban Development and its successors;
- e. "Low Income" means 80% or less than the median income as defined in 1(f) Median Income;
- f. "Median Income or Area Median Income (AMI)" means the median income for the Santa Rosa, CA Metropolitan Statistical Area as determined by the Secretary of HUD under Section 8(f)(3) of the United States Housing Act of 1937, as amended;
- g. "Owner" means Kawana Meadows Development Corporation, its successors-in-interest, and any other party having a legal or equitable interest in the real property described in Exhibit "A";
- h. "Project" is the ninety-three (93) units of housing known as Residences at Taylor Mountain as approved subject to conditions by the City. The Project is located at the following street address: 2880 Franz Kafka Avenue, Santa Rosa, CA, 95404 (APNs 044-480-001 through 044-460-071);
 - i. "Real Property" or "Property" is the real property described in Exhibit "A";
- j. "Targeted Household" means persons and families certified by Authority as having income that does not exceed the qualifying limits for low income families as established and amended from time to time pursuant to Section 8 of the United States Housing

Act of 1937, except as otherwise provided in Health and Safety Code Section 50105 as may be amended from time to time. As of the date of this Agreement, a qualifying low-income household is a household earning 80% of AMI or less, adjusted for household size;

- k. "Targeted Unit" refers to the nineteen (19) housing units for low-income households as described in the RECITALS of this Agreement; and
- 2. <u>Exhibits</u>. The following exhibits are attached to and made a part of this Agreement by this reference:

Exhibit <u>Designation</u>	Description
"A"	Real Property Legal Description
"B"	Concessions
"C"	Tenant Certification Form
"D"	Notice of Term Commencement
"E"	Income Guidelines Effective July 2017
"F"	Current Utility Allowances for Apartment/Walk-Up/Row
	House/Townhouse
"G"	Kawana Meadows Subdivision Unit 1 Map

- 3. <u>Binding Effect of Agreement</u>. The terms and conditions contained in this Agreement run with the land and are binding on the respective successors and assigns of the parties for the benefit of the Property described herein and for the benefit of the Targeted Households to be served by this Agreement. Nothing in the previous sentence shall be deemed to waive the anti-assignment requirements of Paragraph 13(e) of this Agreement.
- 4. Ownership of Property. Owner represents that it has an interest in the Property, and it will provide Authority with a title report showing all record owners thereof, and it will obtain the signatures, duly acknowledged, of all record owners of the Property on this Agreement.
- 5. <u>No Agency</u>. It is understood that the contractual relationship between Authority, City and Owner is such that the Owner is not the agent of Authority or City.
 - 6. Provision for Targeted Units.
 - a. <u>Identification of Targeted Units</u>.

- i. Targeted Units shall be those located on Lot 70 of that certain Map entitled Kawana Meadows Subdivision Unit 1 attached hereto as Exhibit G.
- ii. Targeted Units may be revised from those located on Lot 70 of that certain Map entitled Kawana Meadows Subdivision Unit 1 attached hereto as Exhibit G from time to time subject to prior written approval by Authority.
- b. Owner Obligation. The Targeted Units shall be rented to and occupied only by Targeted Households. It is Owner's obligation under this Agreement to ensure there is no violation of this requirement, and any default in this or any other provision of this Agreement shall entitle Authority to all remedies hereunder, including extension of the term of this Agreement by the period of the default.
- c. <u>Provision for Parity.</u> The Targeted Units shall: (1) be reasonably dispersed throughout the Project; (2) be similar in type and size with the other Project units; (3) be constructed with the same quality of materials, workmanship, and comparable exteriors as the other Project units; and (4) shall at all times be maintained in good and habitable condition, subject to normal wear and tear.
- d. Rental Procedure. Thirty (30) days before the Targeted Units are first available for occupancy, Owner shall provide Authority with written notice of that fact. Upon receipt of Owner's notice of pending availability, Authority shall fix the initial maximum rent allowed. The Owner shall thereafter commence good-faith efforts to advertise and to market the availability of the Targeted Units. The Targeted Units shall be rented only to Targeted Households. It is Owner's obligation under this Agreement to ensure there is no violation of this requirement.
- e. <u>Tenant Certification by Authority.</u> Prior to entering into any rental agreement with respect to the Targeted Units, and prior to allowing occupancy of the Targeted Units, Owner shall submit a Tenant Income Certification Form, a blank copy of which is attached as Exhibit "D", or such other equivalent form which is acceptable to Authority, and secure from Authority a written certification that the household proposed for occupancy of a Targeted Unit is a Targeted Household and meets the requirements as defined under this Agreement.

f. Rent Limits and Basic Commitment.

i. Owner shall make the nineteen (19) Targeted Units available for occupancy only by Targeted Households.

Residences at Taylor Mountain Density Bonus Housing Agreement Page 5 of 15

- ii. Owner shall have the right to approve or disapprove any qualifying tenant consistent with Federal, State, and local laws.
- iii. The rent limit for the Targeted Units shall be that determined by Authority in accordance with Health and Safety Code Section 50053(b) as may be amended from time to time. At the time of this Agreement, Health and Safety Code Section 50053(b) provides that:
- a. For a very low-income household, rent, including a reasonable utility allowance, shall not exceed the product of thirty percent (30%) times fifty percent (50%) of the AMI adjusted for family size appropriate for the unit; and
- b. For a low-income household, rent, including a reasonable utility allowance, shall not exceed the product of thirty percent (30%) times eighty percent (80%) of the AMI adjusted for family size appropriate for the unit.

In accordance with Health and Safety Code Sections 50053(c) and 50052.5(h), "adjusted for family size appropriate for the unit" shall mean adjusted for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

- iv. In accordance with subsection iii above, the rent limit for the Targeted Units will be 30% of 80% of AMI, adjusted by family size appropriate for the unit or as otherwise determined by Authority in accordance with Health and Safety Code Section 50053(b). As of the date of execution of this Agreement, the rent limits are as shown on the attached Exhibit E (before deduction for a utility allowance as described in section 8(c), below).
- V. The rent limit may be updated by Authority at intervals reflecting HUD's changes in AMI and adjustments to the utility allowance. The initial rent shall be established as of the date Authority receives notice from Owner, in writing, that the Targeted Units are available for occupancy. At no time during the term of this Agreement shall Owner be required to charge rent less than the initial rent.
- If, at any time during the period this Agreement is in effect, the HUD standards upon which tenant certification is based are changed or discontinued, Authority shall adopt

comparable replacement standards or guidelines, so that the standards for tenant certification are substantially the same.

- Project's financing, the rent limits shall be inclusive of a reasonable allowance for utilities. The initial allowance for utilities, including water, sewer and garbage, for the purpose of determining the maximum rent, as applicable, shall be that allowed under the Current Utility Allowance established by Authority, an example of which is attached hereto as Exhibit "F". The allowance shall be updated at regular intervals by Authority and shall fluctuate with changes in utility rates as established by utility providers.
- d. <u>Term.</u> Owner shall make the Targeted Unit(s) available to Targeted Households under the terms and conditions of this Agreement for a period of fifty-five (55) years ("Term") from the Commencement of Term or a longer period of time if required by a construction or mortgage financing assistance program, mortgage insurance program or rental subsidy program, if any. The Term is extended by the length of time that Owner, or its successors, is in default under this Agreement.
- e. <u>Compliance Verification</u>. Owner shall cooperate at all times by promptly providing Authority with all information reasonably required to verify rent and tenant income of the Targeted Households, and by permitting Authority to inspect all rental records of Owner after reasonable notice. Owner is required to maintain all supporting documentation, including but not limited to the initial and each subsequent Tenant Income Certification as well as all accounting records. All the records shall be kept for and subject to regular inspection by Authority for a period of no less than five (5) years. Owner shall deliver to Authority, by the 15th of July of each year, a tenant income recertification in substantially the same form as Exhibit "C" attached hereto, providing information as of the 30th of June of that year regarding the Targeted Units, specifying the unit number, the unit size, the name and proof of income of the Targeted Household with respect to the units, the Targeted Household's household size, and the rent charged for such units.
- f. <u>Density Increase Program (DIP) Monitoring Fee.</u> There shall be an annual fee of \$128 per Targeted Unit for ongoing compliance and monitoring duties associated with this Agreement (DIP Monitoring Fee). The DIP Monitoring Fee shall be subject to an annual

increase equal to the 12 Months' Percent Change in April of each year as shown by the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Statistical Area. The DIP Monitoring Fee for the Targeted Unit shall be first paid by Owner at the Commencement of Term as defined in Section 1(c) of this Agreement and annually thereafter on each anniversary of the Commencement of Term.

g. <u>Effects of Targeted Household Income Fluctuations.</u> If a Targeted Household's income exceeds the income under which it was certified as a Targeted Household, that fact alone shall neither constitute cause for the household's immediate eviction nor be a violation of this Agreement.

If the annual verification of rent and Targeted Household income as required in Section 8(i) of this Agreement reveals that a previously certified low-income household no longer meets the low-income limit defined herein, that household shall be provided a six-month notice of termination. That period may be extended for an additional six-month period by Authority. That household shall have first right of refusal to occupy any non-Targeted Unit which becomes available during both periods.

Owner may, from time to time, select other units within the Project to satisfy the requirements of this Agreement, so long as the overall number of units provided and the other terms of this Agreement are met.

To the extent any of the foregoing provisions of this Section conflict with any applicable Federal, or State laws, then the provisions of this Section shall be deemed amended to the extent necessary to be consistent with such law(s).

- h. <u>Maintenance</u>. The Targeted Units shall at all times be maintained in good and habitable condition and in compliance with Federal housing standards as established by HUD.
- i. <u>Inspection of Targeted Unit(s)</u>. Authority shall have the right to enter upon the Property and to inspect the Targeted Units at any reasonable time upon 48-hours' written notice. Notice shall be given to both Owner and the Targeted Household, and shall include the date, approximate time, and purpose of the entry. Except as otherwise agreed between Authority, Owner, and the Targeted Household, inspections shall be conducted between 8:00 a.m. and 7:00 p.m. on business days.

Residences at Taylor Mountain Density Bonus Housing Agreement Page 8 of 15

- 7. <u>Land Use Restrictions</u>. Except as otherwise set forth in this Agreement, the density of the development on the Property, the maximum height and size of proposed buildings to be constructed on the Property and any provisions for reservations and dedication of land for public purposes shall be as required by the conditions of the City's development approvals for the Project.
- 8. <u>Events of Default</u>. The occurrence of any of the following events shall be an "Event of Default" by Owner under this Agreement:
- a. <u>Compliance</u>. Owner's failure to comply with the requirements of this Agreement, including but not limited to, allowing an ineligible person to occupy a Targeted Unit, failure to complete Targeted Household certifications or recertifications when due, exceeding the maximum rent limits, or Owner's failure to substantially comply with any Federal, State, or local laws, or Authority policies or agreements pertaining to the Targeted Units.
- b. <u>Maintenance</u>. Failure to maintain Targeted Units in a good and habitable condition, and in a state of repair in compliance with all Federal, State, and local laws, ordinances, or rules.
- c. <u>Performance of Other Obligations</u>. Any other default in performance of any term, provision, condition or covenant by Owner or Owner's agents of any material obligations set forth in this Agreement.
- 9. Notice of Owner's Default and Opportunity to Cure. Authority will provide notice to Owner of any Event of Default on the part of Owner, which will include a description of the Event of Default. Owner shall take any and all necessary actions to cure such default within thirty (30) days of the date of the notice as set forth therein. If the Event of Default is such that it cannot reasonably be cured within said thirty (30) day period, then Owner shall commence such cure within said thirty (30) day period and thereafter shall diligently pursue such action to completion as necessary to cure such Event of Default.
- 10. <u>Remedies</u>. If Owner fails to cure or commence to cure any Event of Default within the time frame specified in the notice, or if a cure is not possible, Authority may, in addition to other rights and remedies permitted herein or by applicable law or in equity, proceed with any or all of the following remedies in any order or combination Authority may

choose in its sole and absolute discretion:

- a. Bring an action for equitable relief (1) seeking the specific performance by Owner of the terms and conditions of this Agreement; or (2) enjoining, abating, or preventing any violation of said terms and conditions, or (3) seeking declaratory relief;
- b. Have access to, inspect, make copies of, and audit all books and records of Owner pertaining to the Targeted Units to the extent permissible under laws and regulations protecting individual confidentiality.
- c. For violations of Owner's obligations with respect to maximum rents for the Targeted Units, impose as liquidated damages a charge upon Owner in an amount equal to the actual amount Owner has collected from the Targeted Households in excess of the maximum rent plus all costs, staff time, and attorneys' fees incurred by Authority in enforcement of this Agreement. The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages Authority is likely to suffer from violations of the maximum rent limitations imposed under this Agreement. Owner agrees to pay in full any liquidated damages accrued under this Section 10(c) to Authority within ten (10) business days of a written demand by Authority for such payment.
- d. In the event that Authority exercises any remedy, then Owner shall pay the cost of Authority's enforcement including any and all staff time and any consultant or attorneys' fees, which costs shall be paid by Owner within ten (10) days from the date of request thereof:
- e. Extend the period of time of this Agreement by the period of time of any Event of Default.
 - f. Pursue any other remedy allowed by law or in equity.
- 11. <u>Delegation of Authority</u>. Pursuant to City Code Section 20-31.100, the City has delegated to Authority the authority to enter into, administer and enforce this Agreement on the City's behalf. Authority has all rights to enforce this Agreement in accordance with its terms and in accordance with applicable state and local laws.
- 12. <u>Notices</u>. All notices required or provided for under this Agreement shall be given to the parties, and shall be addressed as follows:

Residences at Taylor Mountain Density Bonus Housing Agreement Page 10 of 15 Housing Authority: Housing Authority of the City of Santa Rosa

Attn: Executive Director 90 Santa Rosa Avenue Santa Rosa, CA 95404

Copy to:

City Attorney

City of Santa Rosa

100 Santa Rosa Avenue, Room 8

Santa Rosa, CA 95404

Owner:

Kawana Meadows Development Corporation

2 Fifer Avenue, Suite 110 Corte Madera, CA 94925

Any of the parties, or their successors or assigns, may change the address by giving notice in writing to the other parties at the addresses above, and thereafter notices shall be addressed and transmitted to the new addresses.

13. <u>Miscellaneous Provisions</u>.

- a. <u>Covenants Running with the Land</u>. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind the heirs, successors, assigns and grantees of both parties and shall be covenants running with the land which is described on Exhibit "A" to this Agreement.
- b. <u>Waiver</u>. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement, or of any provision, ordinance or law relating to or affecting this Agreement, shall not be deemed to be a waiver in any later instance of the same or any other term, covenant, condition, provision, ordinance, or law.
- c. <u>Severability</u>. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof. Should any clause, part, or provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall be enforceable to the fullest extent possible.
- d. <u>Amendments</u>. Except as otherwise provided hereunder, this Agreement may not be amended, changed, modified, altered, or terminated except 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, California.

- e. <u>No Assignment</u>. Owner shall not transfer any interest in the Property, nor transfer any interest in or duty under this Agreement (whether by assignment or novation) without prior written approval of Authority. Any such transfer or attempted transfer without the written approval of Authority shall be null and void. No party to this Agreement shall, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.
- 14. <u>Signature by Two Corporate Officers</u>. Unless proof of signature authority has otherwise been demonstrated to the satisfaction of Authority, Authority requires, per California Corporations Code Section 313, that all contracts and amendments be signed by two (2) corporate officers. One signature must be from the "operational" category of officers: chairman, president, or vice-president; and one signature must be from the "financial" category of officers: secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer. The title of the officer must be listed under his or her signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

	KAWANA MEADOWS DEVELOPMENT CORPORATION a California Corporation
Date: <u>2-6-18</u>	By:
Date: 2-6-18	Its: William Oswald, Munage /Treasurer
	By: Selle Cold
	Its: William OSWAID, CEO
	HOUSING AUTHORITY OF THE CITY OF SANTA ROSA
Date: <u> </u>	
	By: DAVID E. GOUIN Its: Executive Director
Residences at Taylor Mountain Density Bonus Housing Agreement	

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APPROVED AS TO FORM:
Pur III
General Counsel for the Housing Authority of the City of Santa Rosa
Concrat Counsel for the Housing Authority of the City of Santa Nosa

signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Soloma) Notary Public before me, personally appeared (\\\)|ian , who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. K. R. HATFIELD WITNESS my hand and official seal. Notary Public - California Sonoma County Signature (Seal) Commission # 2212536 My Comm. Expires Sep 2, 2021 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California) County of Moma) ield Notary Public bruary 6, 2018 personally appeared William A. Boxua , who 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and/official seah K. R. HATFIELD Notary Public - California Signature (Seal) Sonoma County

A notary public or other officer completing this certificate verifies only the identity of the individual who

Commission # 2212536 My Comm. Expires Sep 2, 2021 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma,
on February 20, 2016 before me, KRHALL Mohry Public, personally appeared Mule Gould , who 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal,
Signature (Seal) K. R. HATFIELD Notary Public - California Sonoma County Commission # 2212536 My Comm. Expires Sep 2, 2021

Legal Description 2280 Franz Kafka Avenue

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows.

Parcel One

Lots 1 through 70 as shown upon the filed Map entitled Kawana Meadows Subdivision Unit 1 filed September 7, 2005, in Book 680 of Maps, Pages 36 through 48, Sonoma County Records.

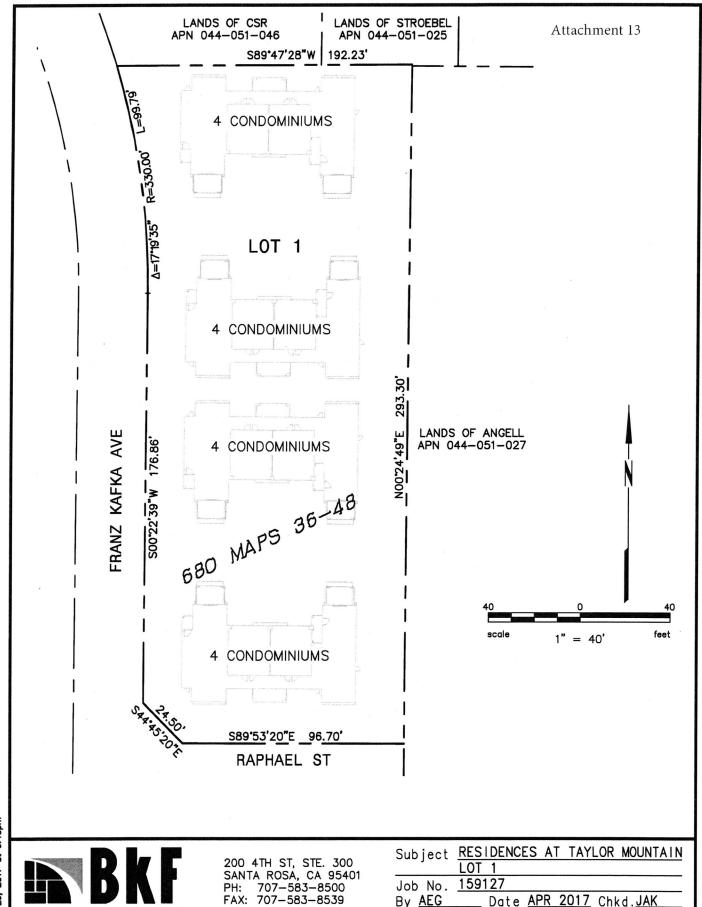
Parcel Two

Remainder Parcel as shown upon the filed Map entitled Kawana Meadows Subdivision Unit 1 filed September 7, 2005, in Book 680 of Maps, Pages 36 through 48, Sonoma County Records.

APN 044-480-001 through 044-460-071

Concessions

As approved via Planning Commission Resolution No.11853 concessions for the Project include a 15' front setback for proposed Lots 2A and 4A as shown on the attached Residences at Taylor Mountain Lot 2A Diagram (Page 2 of 4) and the attached Residences at Taylor Mountain Lot 4A Diagram (Page 3 of 4) where a 20' front setback is required by the Hillside Development Ordinance and a 5' interior side yard setback for Lot 1 on the attached Residences at Taylor Mountain Lot 1 Diagram (Page 4 of 4) where a 10' setback is required.



26, 2017 at 9:15pm Apr

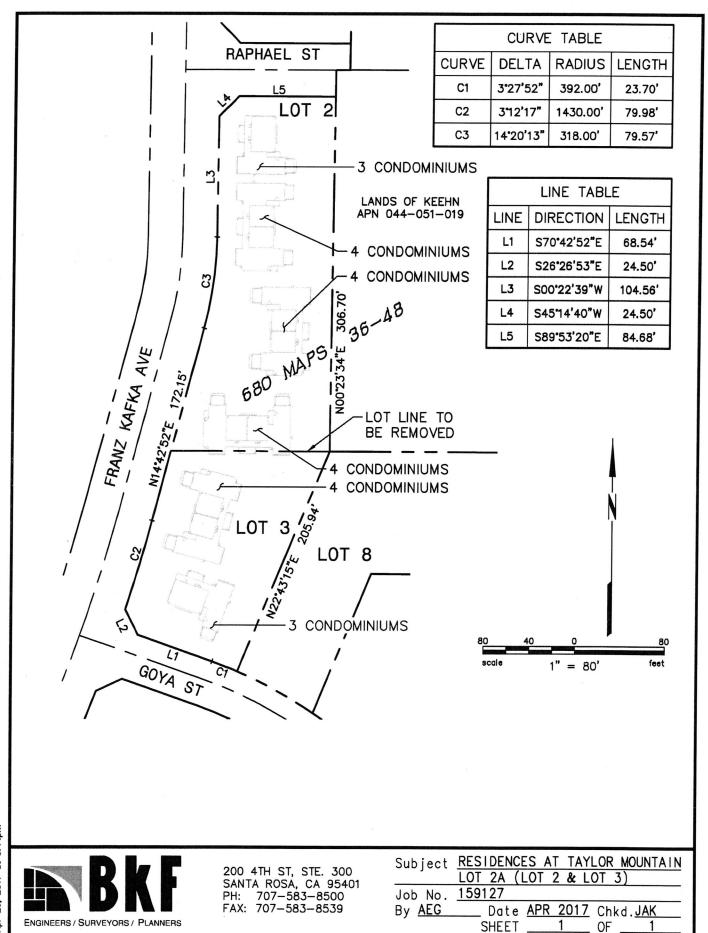
ENGINEERS / SURVEYORS / PLANNERS

By AEG

Date APR 2017 Chkd. JAK

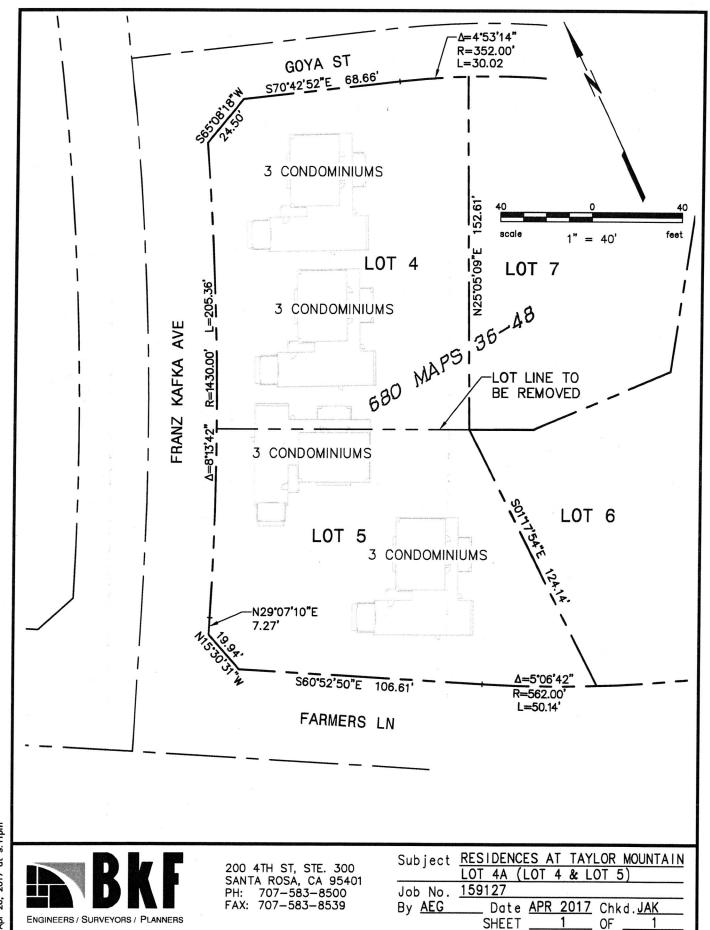
OF

SHEET



26, 2017 at 9:14pm Apr Plot

__ OF



Plot Apr 26, 2017 at 9:11pm



Housing Authority of the City of Santa Rosa Homeownership Program

INCOME CERTIFICATION FORM

An income certification is required as one of the stipulations of purchasing an affordable home contracted under the Housing Authority. In order to ensure compliance, please fill out the following and return it with **proof of income and assets** to the responsible agent.

NAME OF APPLICANT(S):	PRESENT HOME ADDRESS:				
Home Phone:		Work Phone	:		
Cell Phone:		E-mail Addre	ess:	14, 1 4, 14, 14, 14, 14, 14, 14, 14, 14, 14, 1	
Names of Members of Household	Relationship to Head of Household	Date of Birth	Employer or Other Source of Income	Annual Gross Income*	
	Head			. \$	
				\$	
				\$	
				\$	
				\$	
		-		\$	
Anticipated gross income of all adu	Its during the nex	t 12-month p	eriod:	\$	
*Annual Gross Income includes: 1) all wages and salaries, overtime, comparition of periodic payment(s) retirement funds, pensions, disability contributions/gifts; 3) payments in lieu of earnings.	received from Socia	al Security, an	nuities, insurance policies,		
Total value of all assets (excluding p	ersonal property):		\$	<u>_</u>	
Income expected from assets during	next 12-month pe	riod: (Interest	, dividends, etc.)	\$	
TOTAL OF ALL INCOME DURING N	EXT 12-MONTH PI	ERIOD:		. \$	
TO BE C	ERTIFIED YOU MI	UST ATTACH	PROOF OF INCOME		
The undersigned certifies that all of the	e above information	n is a full disclo	osure of all income and is true	and correct.	
Date			(Applicant's Signature)		
Date			(Annlicant's Signature)		

90 Santa Rosa Avenue • P.O. Box 1806 • Santa Rosa, CA 95402-1806 Phone: 707-543-3300 • Fax: 707-543-3353 www.srcity.org

Exhibit D

DENSITY BONUS HOUSING AGREEMENT NOTICE OF TERM COMMENCEMENT

ADDRESS OF PROJECT APNs 044-480-001 through 044-460-071

Notice is hereby given t	hat the term of the affordability restrictions as set forth in the
Density Bonus Housing Agree	ment ("Agreement") dated and recorded on
as document	number in the Official Records of Sonoma County,
	which is the date that the Targeted Unit in the Agreement
was ready for occupancy by a	Targeted Household certified by the Housing Authority of the City
of Santa Rosa. The base term	of the Agreement, as described in Section 6(h) of the
Agreement, and which is subje	ect to other provisions of the restrictions, is for a period of fifty-
five (55) years from the comme	
	OWNER:
	Kawana Meadows Development Corporation
	A California Corporation
Date:	
	By:
	Its:
Date:	
	By:
	Its:
	HOUSING AUTHORITY OF THE CITY OF SANTA ROSA
	HOUSING ACTIONITY OF THE CITY OF SANTA ROSA
Date:	
-	By: DAVID E. GOUIN
	Its: Executive Director
APPROVED AS TO FORM	
By:	
General Counsel for the Ho	Dusing Authority of the City of Santa Rosa

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California) County of Sonoma)
On before me,
personally appeared, who 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal,
Signature (Seal)
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California)
County of Sonoma)
On before me,
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WITNESS my hand and official seal,	
Signature(S	Seal)



INCOME GUIDELINES

Effective June 1, 2017

Household 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	\$18,550 /Year \$1,546 /Month	\$30,850 /Year \$2,571 /Month	\$37,020 /Year \$3,085 /Month	\$49,350 /Year \$4,113 /Month	\$58,700 /Year \$4,892 /Month	\$70,400 /Year \$5,867 /Month
2 Persons	\$21,200 /Year \$1,767 /Month	\$35,250 /Year \$2,938 /Month	\$42,300 /Year \$3,525 /Month	\$56,400 /Year \$4,700 /Month	\$67,100 /Year \$5,592 /Month	\$80,500 /Year \$6,708 /Month
3 Persons	\$23,850 /Year \$1,988 /Month	\$39,650 /Year \$3,304 /Month	\$47,580 /Year \$3,965 /Month	\$63,450 /Year \$5,288 /Month	\$75,500 /Year \$6,292 /Month	\$90,600 /Year \$7,550 /Month
4 Persons	\$26,450 /Year \$2,204 /Month	\$44,050 /Year \$3,671 /Month	\$52,860 /Year \$4,405 /Month	\$70,500 /Year \$5,875 /Month	\$83,900 /Year \$6,992 /Month	\$100,700 /Year \$8,392 /Month
5 Persons	\$28,780 /Year \$2,398 /Month	\$47,600 /Year \$3,967 /Month	\$57,120 /Year \$4,760 /Month	\$76,150 /Year \$6,346 /Month	\$90,600 /Year \$7,550 /Month	\$108,700 /Year \$9,058 /Month
6 Persons	\$32,960 /Year \$2,747 /Month	\$51,100 /Year \$4,258 /Month	\$61,320 /Year \$5,110 /Month	\$81,800 /Year \$6,817 /Month	\$97,300 /Year \$8,108 /Month	\$116,800 /Year \$9,733 /Month
7 Persons	\$37,140 /Year \$3,095 /Month	\$54,650 /Year \$4,554 /Month	\$65,580 /Year \$5,465 /Month	\$87,450 /Year \$7,288 /Month	\$104,000 /Year \$8,667 /Month	\$124,800 /Year \$10,400 /Month
8 Persons	\$41,320 /Year \$3,443 /Month	\$58,150 /Year \$4,846 /Month	\$69,780 /Year \$5,815 /Month	\$93,100 /Year \$7,758 /Month	\$110,700 /Year \$9,225 /Month	\$132,800 /Year \$11,067 /Month

These are the City of Santa Rosa's standard Income Guidelines based on United States Department of Housing and Urban Development (HUD) FY2017 Income Limits. Some projects may be subject to alternate income limits.

For more information, please contact Housing Trust Staff at 707-543-3300.

CITY OF SANTA ROSA **Housing and Community Services** 90 Santa Rosa Avenue, Santa Rosa, California 95404

Telephone: 707-543-3300 • Fax: 707-543-3317 • TDD: 707-543-3318 • Web Address: srcity.org

Allowances for Tenant Furnished Utilities and other Services

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Locality: City of Santa Rosa Housing Community Services, CA		sing and	Unit Type: Apartment/Row House/Townhouse			Date (12/01/2016)	
Utility or Service			Monthly Dollar Allowance:				
-		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$10.00	\$11.00	\$14.00	\$16.00	\$18.00	\$20.00
	b. Bottle Gas/Propane						
	c. Electric	\$12.00	\$14.00	\$18.00	\$21.00	\$25.00	\$29.00
	d. Electric Heat Pump	\$5.00	\$6.00	\$7.00	\$9.00	\$10.00	\$12.00
	e. Oil / Other						
Cooking	a. Natural Gas	\$4.00	\$4.00	\$5.00	\$7.00	\$8.00	\$9.00
	b. Bottle Gas/Propane						
	c. Electric	\$7.00	\$8.00	\$10.00	\$11.00	\$13.00	\$15.00
Other Electric (incl	Climate Credit)	\$18.00	\$21.00	\$30.00	\$39.00	\$49.00	\$59.00
Air Conditioning	27						
Water Heating	a. Natural Gas	\$9.00	\$10.00	\$15.00	\$18.00	\$21.00	\$24.00
	b. Bottle Gas/Propane						Ψ2 1.00
	c. Electric	\$14.00	\$16.00	\$23.00	\$29.00	\$34.00	\$37.00
	d. Oil / Other			#20.00	920.00	φο 1.00	Ψ07.00
Water		\$21.00	\$26.00	\$33.00	\$42.00	\$50.00	\$64.00
Sewer		\$41.00	\$55.00	\$72.00	\$93.00	\$112.00	\$147.00
Trash Collection	***************************************	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Range / Microwa	ve Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Te		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Otherspecify	:		7	770100	Ψ10.00	φ10.00	Ψ10.00
Actual Family				Utility or Service		per month cost	
	amily to compute allowance.	Complete below for	r the actual unit			\$	
ented.				Cooking		\$	
lame of Family				Other Electric		\$	
				Air Condition	ning	\$	
				Water Heating		\$	
ddress of Unit				Water		\$	
				Sewer		\$	
			Trash Collection		\$		
				Range / Microwave		\$	
				Refrigerator _		\$	
				Other		\$	
umber of Bedroom	ns .			Other		\$	
				Total		\$	



The Neirod Company 10/2016 Update

OMB Approval No. 2577-0169

(exp. 09/30/2017)

form HUD-52667 (09/14)

ref. Handbook 7420.8

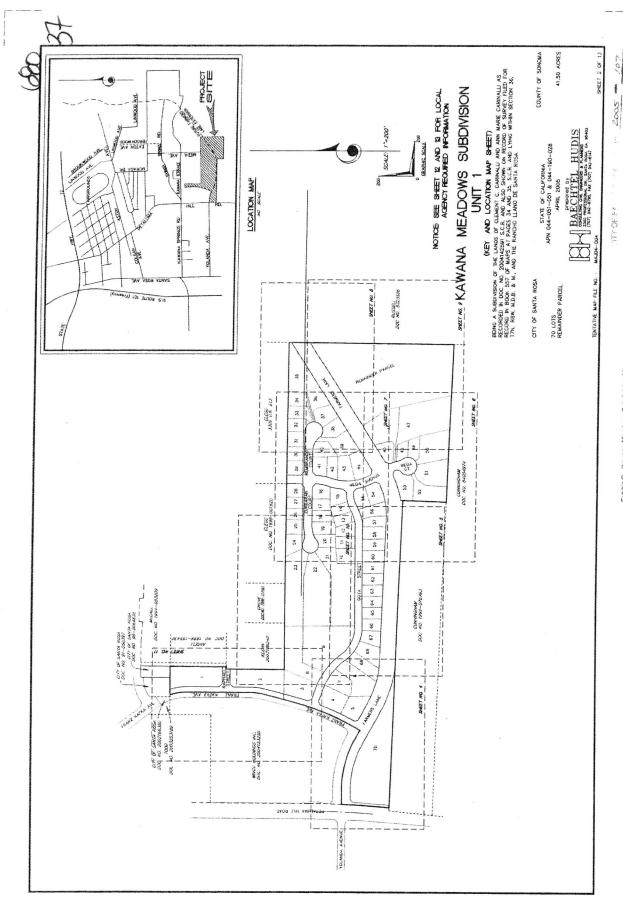


Exhibit G - Kawana Meadows Subdivision Map Page 1 of 4

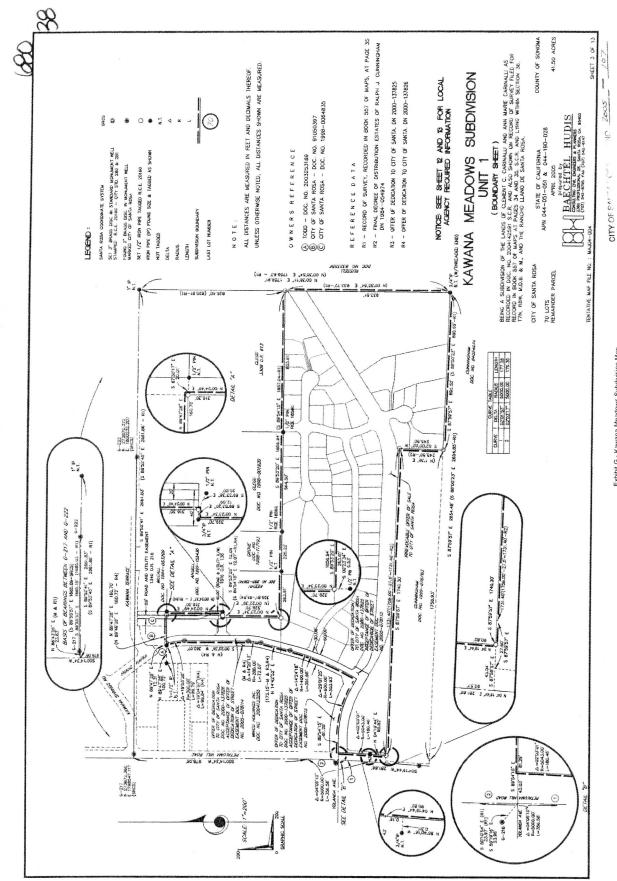


Exhibit G - Kawana Meadows Subdivision Map Page 2 of 4

SHEET 12 OF 13 41.50 ACRES COUNTY OF SONOMA (LOCAL AGENCY REQUIED PROPARION SHEET)
BEING A SUBDIVISION OF THE LANGE OF CLEARLE. C. CARRIANLA NO. NON. MARE CHEMILL AS
RECORDE IN DOC. NO. 200442581 S.C.R. AND ALSO SHOWN ON RECORD OF SURFAY. FILLED FOR
RECORD IN BOX SO, OF MAPS, THAKES, A. AND 34, S.C.R. AND LING WITHIN SECTION 36,
Th. REM. JULE & M., AND THE PANCHOL LAND DE SANTA ROSA. 18 NO 28574S. STRUCTURE MICHAEL MICHAELTON (MICHAELTON) ONCO FLAXE, DOCKO OR PORCEA, DEPORACE INTO ANY CASSESSE, OF THE TON CONTROL AND ENGINEERING THE TON THE THE THE THE THE TON TON THE TON ON CASSES IF APPROVED IN WITHING BY THE CHAEL AND THE LIBERTON OF UNITHES. PRIVATE SENACE FLUMPS SHALL BE REQUIRED ON LOTS 6, 7, 16 THROUGH 21, 38, 31 AND SZ LOTS THAT REQUIRE PROVATE SEXTOR PUMPS OR NATER BOOSTER PLAMPS SHALL HAVE REDUCEL PRESSURE BACK FLOR PREVIOUTION ON 1 WATER STATICE. 16. NO OCCUPANCY SHALL BE ALLOWED TO MURE THAN THE OF THE DEVILOPMENT'S HEN-ALLOCATED UNITS FOR EACH REQUIRED ALLOCATED UNIT THAT IS CONSTRUCTED AND IS AVAILABLE FOR OCCUPANCY. FUTURE SUBSIMISION LOT OWNERS ARE HEREBY INFORMED THAT CITY ACCESS AND THE PROTECTION MIPROALMENTS REQUIREMENTS SHALL BE SATISHED PRIOK TO THE ISSUANCE OF A BUILDING PERMIT. KAWANA MEADOWS SUBDIVISION 2) THE APPROVED ON BRIGHERS WHATEN TO HEARDS SET ON LITE A TRANSPORT SERVICE IN CONCURS. PROPERTY AND SET OF THE APPROVED THE TRANSPORT OF THE APPROVED THE TRANSPORT SET OF THE APPROVED THE TRANSPORT OF THE APPROVED THE TRANSPORT SET OF THE APPROVED THE TRANSPORT SET OF THE APPROVED THE TRANSPORT SET OF THE TRANSPORT SET O 12. THE BUILDING SETBACK LINE SHALL BE MEASURED FROM THE BACK OF SIDEWALK OR PROPERTY LINE, WHICHEVER IS GREATER. UNLESS OTHERWISE SHOWN HEREIGN THE FOLLOWING BULDING SCTBACK LINES, SHALL APPLY BY THE STATE OF THE PERIODY OF GREATER MAY BE SUBJECT TO ZONING CODE SECTION 20-32 (HILLSIDE RECEPHENT STANDARD). 15. LOTS 15 THROUGH 21, 23, 25, 26, 28, 31, THROUGH 34, 36, 37, 38, 40, 43, 51, 52, 58, AND 54 REQUES A SEMEN RELEF VALVE, AND BACK FLOW PREVENTION ON THE CHANTY PORTION OF THE SOME! LATERAL. LOTS 33, 34, 36, 36, 46, 46, 48 AND 47 ARE SUBLECT TO JOINT ACCESS AND MAINTENANCE AGREENBUTS WHICH MILL BE RECORDED CONCURRENTLY WITH THE FILMS OF THIS MAP THE CITY WILL HOT BE RESPONSEDE FOR REPAIRS OR REPLACEMENT OF LANDSCAPING AND SLOPES IN PUBLIC SOMEN LIAM AND STERM DRAIN EASEMENTS. 17. NO TREES MAY BE WITHIN TO FEET OF THE SEWER MAINS (INCLUDING THE ISLANDS HEAR THE SEWER WAN), MARHOLES MUST HAVE CLEAR ACCESS AT ALL TIMES. NOTICE: THIS SHEET IS FOR LOCAL AGENCY REQUIRED INFORMATION BAECHTEL HUDIS

GOSGIERIO ON BRIEFEL

(707) SECOND IN (707) 25. ALL STURCTURAL DRAINAGE ON LOTS 22 & 23 SHALL BE DIRECTED TO ZURBARAN COURT BUILDING ENVELOPES SHOWN HEREON SHALL BE CONSIDERED AS BUILDING SETBACK LINES STATE OF CALIFORNIA APN 044-051-051 & 044-190-028 APRIL 2005 S 28. THE CREEK SETBACK LINE SHALL BE A BUILDING SETBACK LINE. FRONT BUILDING SETBACK - 15' REAR BUILDING SETBACK - 20' SIDE BUILDING SETBACK - 5' TENTATIVE MAP FILE NO. CITY OF SANTA ROSA 70 LOTS REMAINDER PARCEL SERVE STATE OF SERVE DOC NOT THE TITLES NO 1994-L MO. RUGIT 300 200 0 0 1 3 30 m DOC NO 1999-076763 The partnershy is country in the result state, the meal score country of the future of when we will be supported by the state of the st THE DATA SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES, DESCRIBING CONDITIONS AS OF THE DATE OF FILLING, AND IS NOT INTENDED TO AFFECT RECORD THILE INTEREST. REPERBIC IS MAD, TO A SOUS REPORT PREPARED BY MODELLICO & ASSOCIATES, INC., TITLED "GEOEGANGA, REPERBIRG IS A STATISMA TO A SOURCE AND A STATISMA DESCRIPARENT, PETALLIMA HEL, ROJA, YOUNGA, ANDHE, SAMI, ROJA, CALIFORNA, JOH NO, OI-SELZO, OATED EEEDINEET IS, 2001. RECORD THE INTEGET AND ENCLABRANCES WERE BASED ON A THE REPORT PREPARED BY FINANGAL THE COMPANY DATED DECEMBER 8, 2004 THE INDIVIDUAL PROFERITY OWNERS SHALL BE RESPONSIBLE FOR MANTENANCE OF THE PLANTER STRIPS AND RIGHGANDS OF THE STREET TREES FROM AND SIGNAG ON THEIR LOTES. WATEN AND SEMEN DELIAMO FEES, PROCESSING FEES, AND METER INSTALLATION FEES SHALL BE PAID BY THE APPLICANT PRICE TO THE ISSUANCE OF A BUILDING PERMIT. THES PRESENTS SUBJECT TO THE LATEST AGONDS DIRECTORS RESIGNITIONS. PROJECTS, AND FITS INCLIDENT BY SOUTHERS, AND THEST INCLIDENT STEED THE SOUTHER FACILITIES THESE REQUIRITS THE OFFICE AND THE OFFI WHICH MUST BE FAULD BY THE OFFICE AND ENGINEER. PARK ACCUSSION, AND/OR PARK DEVELOPMENT PEES SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE. THIS PROJECT IS SUBJECT TO SPECIFIC MITGATION MEASURES (EXHIBIT B) AS SET FORTH IN THE I ENVIRONMENTAL IMPACT REPORT FOR THE SOUTHEAST AREA PLAN THE CURRENT ZONNG FOR THIS PROJECT IS PD. DETALLMAN HILL ROAD YOLANDA AVENUE o i

Exhibit G - Kawana Meadows Subdivision Map Page 3 of 4

2002 - 2002 - 10 CA FUE IN . 2005

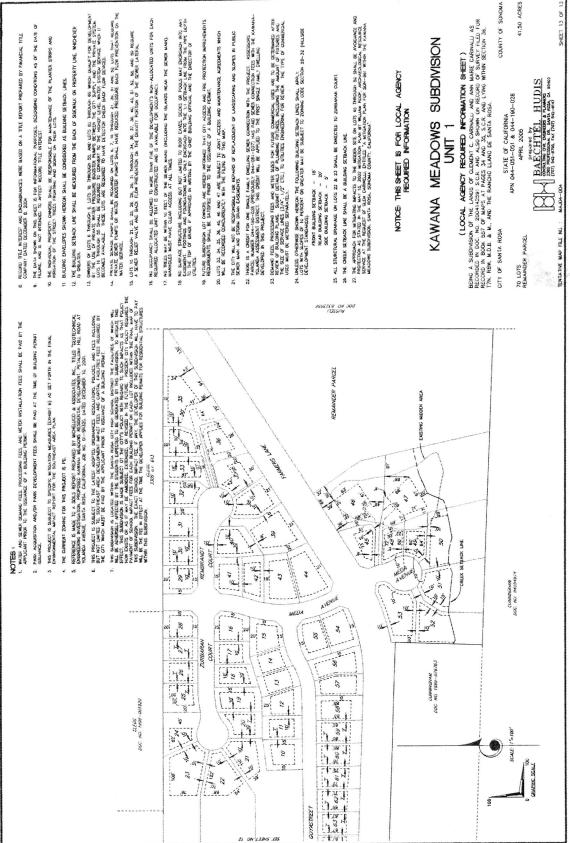


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CAN CO C. SCALP HO. 2005