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ATTACHMENT 5

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

City of Napa
P.O. Box 660
Napa, CA 94559
Attention: Housing Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (Bridgeview)

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of _____, 2018 ("**Effective Date**"), by and between the City of Napa, a California charter city ("**City**"), and Bridgeview Apartment Associates, LLC, a California limited liability company ("**Developer**"), with reference to the following facts. City and Developer are each individually a "**Party**" and collectively the "**Parties**".

RECITALS

A. Developer owns fee simple title to the real property located in the City of Napa at 122 Brown Street, known as Napa County Assessor's Parcel Number 005-131-038 and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Brown Property**"). Developer also owns fee simple title to the real property located in the City of Napa at 151 Riverside Drive, known as Napa County Assessor's Parcel Number 005-131-039 and more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "**Riverside Property**"). The Brown Property and the Riverside Property are collectively referred to herein as the "**Property**".

B. City and Developer's predecessor-in-interest to the Brown Property, Clyde E. Smith and Joyce L. Smith, entered into that certain Developer's Agreement Imposing Use Restrictions dated August 2, 1983, and recorded in the Official Records of Napa County on October 6, 1983 at Vol. 1305, Page 843 (the "**Brown Property Use Covenant**") purportedly to govern the occupancy and rents of the forty-one (41) dwelling units constructed thereon.

C. Developer proposes to develop sixteen (16) new apartment units on the Riverside Property and operate these units in conjunction with the existing forty-one (41) unit apartment community located on the adjacent Brown Property as a single multifamily development consisting of a total of fifty-seven (57) residential units (as further defined below, the "**Development**") on the Property.

D. The proposed Development will include eleven (11) dwelling units (the "**Affordable Units**") that will be restricted for a term of 55 years at Affordable Rents (as hereinafter defined) in accordance with the terms and conditions set forth in this Agreement; three (3) of the dwelling units will be for rent to very-low households and eight (8) of the dwelling units will be for rent to low -income households.

E. The current zoning for the Property permits a maximum density of 20 dwelling units

per acre. The Property encompasses 1.45 acres, and thus the maximum density under current zoning permits 29 dwelling units on the Property.

F. Of the 29 permitted dwelling units, the Developer is proposing three (3) dwelling units, or 10.3% of the permitted dwelling units, to be affordable to very-low income households, and eight (8) dwelling units, or 27.6% of the permitted dwelling units, to be affordable to low income households. Developer, therefore, proposes to provide more than 20% of the permitted dwelling units to low income households, which is in excess of the criteria for the maximum density bonus under State Density Bonus Law, and in addition proposes to provide more than 10% of the permitted dwelling units to very-low income households. Accordingly, Section 17.52.130 F. of the Napa Density Bonus Law authorizes the City Council to approve a supplemental density bonus of up to 100% plus additional incentives or concessions at its discretion.

G. As consideration for providing the Affordable Units, this Agreement provides a supplemental density bonus for the Development on the Property of up to forty (40) dwelling units per acre, not to exceed fifty seven (57) dwelling units (the "**Density Bonus**"), as well as two concessions to the application of City development standards pursuant to Napa Density Bonus Law thereby permitting (i) an encroachment of up to eight feet (8') of two (2) new stairwells into the required front setback along Riverside Drive, and (ii) provision of fifty-six (56) on-site parking spaces, representing three (3) fewer on-site parking spaces than the fifty-nine (59) on-site parking spaces authorized pursuant to Government Code Section 65915(p)(1) of the State Density Bonus Law (the "**Concessions**").

H. The purpose of this Agreement is (i) to acknowledge the agreement between Developer and City for the inclusion of Affordable Units in the Development and the rental restrictions affecting the Development in exchange for the Density Bonus and the Concessions granted by the City in accordance with the requirements of the Napa Density Bonus Law, and (ii) in recognition of the inherent ambiguities of the Brown Property Use Covenant and the resulting uncertainties and potential conflicts it creates between the City and Developer when attempting to interpret and implement its terms, to terminate and rescind the effectiveness of the Brown Property Use Covenant on the Brown Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows.

ARTICLE 1 DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

"Actual Household Size" means the actual number of persons in the applicable household.

"Affordable Rent" means a monthly Rent that does not exceed the following: (i) for the Very-Low Income Units, one-twelfth of thirty percent (30%) of fifty percent (50%) of Area Median Income, adjusted for Assumed Household Size; and (ii) for the Low-Income Units, one-twelfth of thirty percent (30%) of sixty percent (60%) of Area Median Income, adjusted for Assumed Household Size.

"Affordable Unit" means a Unit that is restricted for occupancy by Eligible Households at Affordable Rent pursuant to this Agreement as further specified in Section 2.1.

"Agreement" means this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants.

"Area Median Income" or "AMI" means the area median income for Napa County, California, adjusted for Actual Household Size, as determined by the United States Department of Housing and Urban Development ("HUD") and as published from time to time by the State of California Department of Housing and Community Development ("HCD") in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

"Assumed Household Size" shall have the meaning set forth in Section 2.2(b) below.

"Brown Property" is defined in Recital A to this Agreement and more particularly described in the legal description attached as Exhibit A.

"Brown Property Use Covenant" is defined in Recital B to this Agreement.

"City" is defined in the preamble to this Agreement.

"City Council" means the City Council of the City of Napa.

"Concession" is defined in Recital G to this Agreement.

"Density bonus" is defined in Recital G to this Agreement.

"Developer" is defined in the preamble to this Agreement.

"Development" means the Property and the fifty-seven (57) housing units to be located on the Property as described in Recital C, as well as any additional improvements, and all landscaping, roads and fifty-six (56) parking spaces existing thereon, as the same may from time to time exist.

"Effective Date" is defined in the preamble to this Agreement.

"Eligible Household" means a household whose Gross Income upon initial occupancy does not exceed the maximum income level for an Affordable Unit as specified in Section 2.1.

"Gross Income" shall have the meaning set forth in Section 6914 of the Title 25 of the California Code of Regulations as such Section may be revised from time to time.

"Indemnitees" is defined in Section 8.1 of this Agreement.

“Low-Income Household” means a household whose Gross Income upon initial occupancy does not exceed eighty percent (80%) of Area Median Income as adjusted for actual household size.

“Low-Income Unit” means a Unit that is restricted for rent to Eligible Households that qualify as 80% AMI Households.

“Napa Density Bonus Law” means Section 17.52.130 of Chapter 17.52 of Title 17 of the City of Napa Municipal Code.

“Party” and **“Parties”** are defined in the preamble to this Agreement.

“Property” is defined in Recital A to this Agreement and more particularly described in the legal descriptions attached as Exhibit A and Exhibit B.

“Rent” means the total of monthly payments required to be paid by a Tenant of an Affordable Unit for the following: use and occupancy of the dwelling unit and associated facilities, including parking; any separately charged fees or service charges assessed by the Developer which are required of all Tenants of the Development other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV, to be established annually by the Housing Manager of the City of Napa; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Developer, and required to be paid by the Tenant.

“Riverside Property” is defined in Recital A to this Agreement and more particularly described in the legal description attached as Exhibit B.

“State Density Bonus Law” means California Government Code §65915 *et seq.*

“Tenant” means a household legally occupying an Affordable Unit pursuant to a valid lease with Developer or Developer’s successor in interest.

“Term” means the term of this Agreement, which shall commence on the Effective Date and shall terminate on the earlier of (a) the fifty-fifth (55th) anniversary of the date the Building Division of the City’s Community Development Department issues the last certificate of occupancy or equivalent certification for the Development, or (b) the fifty-seventh (57th) anniversary of the Effective Date.

“Unit” means one of the approximately fifty-seven (57) housing units on the Property.

“Very-Low Income Household” means a household whose Gross Income upon initial occupancy does not exceed fifty percent (50%) of Area Median Income as adjusted for actual household size.

“Very-Low Income Unit” means a Unit that is restricted for rent to Eligible Households that qualify as 50% AMI Households.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) In consideration for the Density Bonus and Concessions approved for the Development on the Property, Developer shall ensure that throughout the Term, not fewer than eleven (11) Units in the Development shall be occupied (or if vacant, available for occupancy) by Eligible Households in accordance with this Section. Three (3) Units shall be Very-Low Income Units that shall be rented at an Affordable Rent to Eligible Households that qualify as Very-Low Income Households; eight (8) Units shall be Low-Income Units that shall be rented at an Affordable Rent to Eligible Households that qualify as Low-Income Households.

(b) Unit Sizes, Design and Location. The Affordable Units shall be of comparable design quality as unrestricted units in the Development. Tenants or owners of Affordable Units shall have access to all common facilities of the Development equal to that of tenants or owners of units in the Development that are not Affordable Units. Developer shall use good faith efforts to disburse the Affordable Units throughout the buildings within the Development on the Property. The Affordable Units shall consist of Units with the following bedroom count:

Number of Bedrooms	Number of Units
Studio	0
1	11
2	0
3	0
Total	11

2.2 Allowable Rent.

(a) Affordable Rent for Restricted Units. Subject to the provisions of Section 2.3 below, the maximum Rent (including utility allowance) charged to Tenants of the Affordable Units shall not exceed Affordable Rent. Notwithstanding any contrary provision hereof, if any Affordable Unit is subsidized pursuant to the Section 8 Housing Choice Voucher Program or any other program that provides rent subsidy, Owner shall be permitted to receive additional rent revenue pursuant to and in accordance with such program, and the restriction on Rent set forth herein shall only apply to the Rent that is payable by the Tenant. The total rent charged for a Unit subsidized through the Section 8 Housing Choice Voucher Program may not exceed the Section 8 Payment Standard adopted by the City of Napa Housing Authority based on the Unit's bedroom count.

(b) Assumed Household Size. In calculating Affordable Rent and Affordable Housing Cost, the following Assumed Household Sizes shall apply, provided that if applicable federal statutes or regulations require use of alternate household size assumptions in calculating rents, such federally-mandated household size assumptions shall be used instead of the assumptions provided below:

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
Studio	1
One	2
Two	3
Three	4

(c) City Approval of Rents. Initial rents for the Affordable Units shall be approved by the City prior to occupancy. All rent increases for the Affordable Units shall occur no more frequently than once per calendar year and shall be subject to City approval. The City shall provide the Developer with a schedule of maximum permissible Rents for the Affordable Units annually. The Developer shall not charge any fee other than Rent to any Tenant of an Affordable Unit for any housing or other non-optional services provided by Developer. Developer shall not charge any fee to any Tenant of an Affordable Unit for the use and enjoyment of any on-site parking space. Developer may charge Tenant fees for optional services offered by Developer.

(d) In the event that Area Median Income determinations are no longer published by HUD, or are not updated for a period of eighteen (18) months or longer, the City shall provide the Developer with other income and Rent determinations which are reasonably similar with respect to methods of calculation as those previously published by HUD.

2.3 Increased Income of Tenants. In the event that recertification of Tenant incomes indicates that the number of Affordable Units actually occupied by Eligible Households falls below the number reserved for each income group as specified in Section 2.1, Developer shall rectify the condition by renting the next available dwelling unit(s) in the Development to Eligible Household(s) until the required income mix is achieved.

(a) If, upon recertification of the income of a Tenant of a Very-Low Income Unit, Developer determines that the Tenant's income has increased and exceeds the qualifying income for a Very-Low Income Household, but does not exceed the maximum qualifying income for a Low-Income Household, then upon expiration of the Tenant's lease and upon compliance with all notice requirements imposed under California Civil Code Section 827: (a) such Tenant's Unit shall be considered a Low-Income Unit; (b) such Tenant's rent may be increased to the Affordable Rent for a Low-Income Household; and (c) Developer shall rent the next available Affordable Unit to a Very-Low Income Household at an Affordable Rent for a Very-Low Income Unit.

(b) If, upon recertification of the income of a Tenant of a Very-Low or Low-Income Unit, Developer determines that the Tenant's income has increased and exceeds the qualifying income for Low-Income Household, then upon expiration of the Tenant's lease and upon compliance with all notice requirements imposed under California Civil Code Section 827, such Tenant's rent may be increased to fair market rent, and Developer shall rent the next available Unit to a Very-Low Income Household or Low-Income Household as necessary to restore the affordability mix described in Section 2.1 above, at an Affordable Rent for such household.

2.4 Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very-Low Income or Low-Income) as the income level of the vacating Tenant, until such Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very-Low Income or Low-Income) shall be re-determined. In any event,

Developer shall maintain the occupancy requirements set forth in Section 2.1 above, except as may be modified by Section 2.3.

2.5 Section 8 Housing Choice Voucher Holders. The Developer will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing certificate program or the Housing Choice Voucher Program under Section 8 of the United States Housing Act, or its successor. The Developer shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall the Developer apply or permit the application of management policies or lease provisions with respect to the Units which have the effect of precluding occupancy of Units by such prospective Tenants.

2.6 Lease Provisions. The Developer shall use a form of Tenant lease approved by the City for the Affordable Units. The form of Tenant lease shall, among other matters:

(a) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (1) to provide any information required under this Agreement or reasonably requested by the Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy of the Affordable Units in accordance with the standards set forth in this Agreement, or (2) to qualify as an Eligible Household, as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification;

(b) be for an initial term of not less than one (1) year, unless a shorter term is mutually agreed upon by Developer and Tenant. After the initial term of the lease, the lease may be month-to-month by mutual agreement of the Developer and the Tenant; provided however, the Rent may not be raised more often than once every twelve (12) months after such initial term. The Developer will provide each Tenant with at least sixty (60) days' written notice of any increase in Rent, with a copy provided to City;

(c) prohibit subleasing or assignment of the Affordable Unit, contain nondiscrimination provisions, and include the Tenant's obligation to inform the Developer of any need for maintenance or repair;

(d) include reasonable rules of conduct consistent with California law; and

(e) allow termination of the tenancy only for good cause, including serious or repeated violation of the terms and conditions of the rental agreement, violations of applicable federal, state, or local law; or other good cause.

2.7 Security Deposits. Any security deposits collected by Developer or Developer's agent in connection with the rental of an Affordable Unit shall not exceed the equivalent of one (1) month rent and be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

ARTICLE 3
INCOME CERTIFICATION; MONITORING AND REPORTING

3.1 Occupant Income Certification. The Developer will obtain, complete and maintain on file, within sixty (60) calendar days following the Effective Date and annually on each January 15th thereafter, a completed Occupant Income Certification for each member of a household renting an Affordable Unit, except any Tenant of an Affordable Unit that is a Section 8 certificate or voucher holder. The Occupant Income Certification shall be in the form attached hereto as Exhibit C; provided, however, that City reserves the right to make any updates or changes as City deems necessary or desirable. Developer shall make a good faith effort to verify that the income statement provided by an applicant or Tenant and household size is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (c) obtain the three (3) most current savings and checking account bank statements; (d) obtain an income verification form from the applicant's current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be made available to the City upon request. If a Tenant of an Affordable Unit is a Section 8 certificate or voucher holder, Developer shall rely on that certification as a substitute for the Occupant Income Certification required herein.

3.2 Annual Report to City.

(a) The Developer shall provide City with all information reasonably requested by the City in connection with the Affordable Units, including without limitation, the annual reports required by this Section. By not later than March 1 of each year following the City's issuance of a final certificate of occupancy or equivalent for the Development, Developer shall provide City with hard copies and PDF copies of each of the following documents:

(1) insurance certificates evidencing adequate liability and property insurance for the Development;

(2) evidence of payment of property taxes or property tax exemption for the Development, as applicable;

(3) an occupancy report for the Affordable Units that includes: (i) the verified income of each Tenant household member, (ii) the number of tenants in each household; (iii) the current rent charged and whether the rent include utilities, and (iv) the date tenancy commenced for each Affordable Unit;

(4) Occupant Income Certifications for each member of a household renting an Affordable Unit at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies, except any Tenant of an Affordable Unit that is a Section 8 certificate or voucher holder. Such Occupant Income Certifications shall include verified income statements. Developer shall retain in the Tenant's file all verifications of Tenant's income (tax returns, W-2 forms, paycheck stubs, etc.);

(5) A signed copy of the Annual Certificate of Continuing Program Compliance in the form attached hereto as Exhibit D; provided, however, that City reserves the right to make any updates or changes as City deems necessary or desirable;

(6) A copy of the current form of lease agreement used for market rate units in the Development;

(7) A copy of the current form of lease agreement used for Affordable Units in the Development;

(8) A management report detailing the activities of the management agent; and

(9) A list of any substantial physical defects in the Affordable Units, including a description of any major repair or maintenance work undertaken or needed in the previous year and measures taken to maintain the Affordable Units in a safe and sanitary condition in accordance with applicable codes.

(b) Within fifteen (15) days after receipt of a written request, Developer shall provide any other information or completed forms requested by the City to ensure compliance with this Agreement.

(c) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports for the Affordable Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this Section with respect to the portion of the requirements of this Section covered by such reports, provided that copies are provided on an annual basis to the City with an owner certification addressed to the City certifying that the Developer has complied with this Agreement.

3.3 Additional Information. The Developer shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all records or other documents of the Developer which pertain to the Affordable Units.

3.4 Records.

(a) The Developer shall maintain complete, accurate and current records pertaining to the Affordable Units, and shall permit any duly authorized representative of the City to inspect such records, including but not limited to records pertaining to income and household size of Tenants of Affordable Units and Rent charged Tenants of the Affordable Units, upon reasonable prior notice during normal business hours. All Tenant lists, applications and waiting lists relating to the Affordable Units shall at all times be kept separate and identifiable from any other business of the Developer and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Developer shall retain copies of all materials obtained or produced with respect to occupancy of the Affordable Units for a period of at least five (5) years.

(b) The City shall notify Developer of any records it deems insufficient. Developer shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer shall begin to correct the deficiency within fifteen (15) days and correct the deficiency within thirty (30) days, or as otherwise

agreed by City if a longer time period is reasonably required.

3.5 On-Site Inspection. The City shall have the right to perform on-site inspections of the Development, including the Affordable Units, as is reasonably required to ensure compliance with the Agreement, but in any case at least once per year. The Developer agrees to cooperate in such inspection(s). If City desires to inspect the interior of the Affordable Units, City shall give Developer sufficient notice to allow Developer to give seventy-two (72) hours' notice to Tenants.

3.7 Annual Monitoring Fee. Developer shall pay to City an annual fee in the amount of Seven Hundred Seventy Dollars (\$770.00) (equal to Seventy Dollars (\$70.00) per Affordable Unit) increasing annually by the increase in the Consumer Price Index-Urban (CPI-U) for the San Francisco area over the prior year, to offset City's costs to monitor compliance with this Agreement, including without limitation, to ensure that the Affordable Units are rented to Eligible Households at Affordable Rents. The fee shall be payable on each anniversary of the Effective Date during the Term, commencing upon the City's issuance of a final certificate of occupancy or equivalent for the sixteen (16) units added to the Property.

ARTICLE 4

OPERATION OF THE DEVELOPMENT; PROPERTY MANAGEMENT AND MAINTENANCE

4.1 Residential Use. The Property and the Units shall be used only for residential purposes, and the Units shall be operated and maintained as residences for the Term of this Agreement. No part of the Development shall be operated as transient housing in which the term of occupancy is less than thirty (30) days.

4.2 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Management Responsibilities. The Developer is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Development or the Units.

4.4 Management. The Development is currently managed by Wyman Property Management, who is hereby approved by City as the management agent for the Development. The Development shall at all times be managed by a management agent with experience in managing residential projects similar in size to the Development, and that have experience in implementing and monitoring compliance with affordable housing occupancy, and rent restriction requirements. The management agent shall have at least five (5) years' experience in the operation and management of housing developments of similar size to the Development, and at

least three (3) years' experience in the operation and management of rental housing projects containing below-market-rate units, without any record of material violations of federal or state housing laws. The Developer shall submit to City no less than sixty (60) calendar days prior to hiring any management agent the identity of any proposed management agent and documentation as is reasonably necessary to evaluate the proposed management agents experience and qualifications. No management agent shall be hired or management agreement governing the Development signed or amended, without City's prior approval thereof, which shall not be unreasonably withheld or delayed.

4.5 Maintenance. Developer shall ensure that throughout the Term, the Development, including the landscaping, is maintained in good condition and repair and in accordance with all applicable federal, state and local laws, rules and regulations.

ARTICLE 5

NO IMPAIRMENT OF LIEN; SUBORDINATION

5.1 No Impairment of Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor in interest to the Development shall be bound by such covenants, conditions, restrictions, limitations and provisions contained within this Agreement, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5.2 Subordination. Developer's covenants with respect to the use, maintenance, and operation of the Development set forth herein shall run with the land and be binding on Developer and its successors and assigns for the period of time set forth herein. This Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and Developer shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to City for recordation in the Official Records of Napa County, a subordination agreement, in a form reasonably acceptable to City, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens.

ARTICLE 6

NONDISCRIMINATION; FAIR HOUSING; NOTICE OF EXPIRATION OF TERM

6.1 Nondiscrimination.

(a) Developer herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS) or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation,

marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. Developer shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, Developer shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to Developer services or works required of City by the State of California pursuant to agreement between City and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Developer and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

(c) Notwithstanding paragraph (b), with respect to familial status, paragraph (b) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (b) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph b.

(d) The Developer shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

6.2 Fair Housing. Developer shall comply with state and federal fair housing laws in the marketing and rental of the Units. Developer shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

6.3 Notice of Expiration of Term. At least six (6) months prior to the expiration of the Term the Developer shall provide by first-class mail, postage prepaid, a notice to all Tenants of Affordable Units containing (a) the anticipated date of the expiration of the Term, (b) any anticipated Rent increase upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to the City, and (d) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Developer shall also file a copy of the above-described notice with the City Housing Manager. In addition, Developer shall comply with all requirements set forth in California Government Code Sections 65863.10 and 65863.11 or successor provisions and all other requirements of State and federal law.

ARTICLE 7 BINDING ON SUCCESSORS

7.1 Covenants to Run With the Land. The City and the Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall be binding upon all successors in title to the Property, provided, however, that upon the expiration of the Term of this Agreement, said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement. This Agreement shall bind any successor, heir or assign of the Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. Developer agrees for itself and its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Development in favor of City.

ARTICLE 8 INDEMNIFICATION; DEFAULT AND REMEDIES

8.1 Indemnification

(a) To the full extent permitted by law, Developer hereby covenants and agrees that it shall indemnify, defend with counsel reasonably acceptable to City and hold City and its elected and appointed officials, representatives, officers, agents and employees (collectively "**Indemnitees**") harmless from and against (a) any and all claims, suits, actions, losses and liability of every kind, nature and description made against it by or on behalf of any person arising from any cause whatsoever in connection with the approval of this Agreement or the Development on the Property; (b) any and all claims, suits, actions, losses and liability of every kind, nature and description made against it by or on behalf of any person arising from any cause whatsoever in connection with the implementation or enforcement of this Agreement; (c) any and all claims, suits, actions, losses and liability of every kind, nature and description made against it arising from an act or omission of Developer or any of its shareholders, partners, members, principals, officials, officers, employees, representatives, agents, contractors or subcontractors in connection with this Agreement or the Development on the Property; (d) any and all claims, suits, actions, losses and liability of every kind, nature and description made against it arising out of or related to the development, construction, marketing, leasing, sale, operation, use, occupancy,

maintenance or ownership of the Development on the Property, including compliance with the laws, ordinances, rules and regulations of City pursuant to this Agreement, and any failure to perform any obligation as and when required by this Agreement; and (e) all reasonable costs, attorney fees, expenses or liabilities incurred in connection with any such claim, suit, action, loss and liability of every kind, nature and description made against it or proceeding brought thereon; provided, however, that this provision shall not require Developer to indemnify an Indemnatee from any claims, suits, actions, losses, costs, fees expenses or liabilities arising from the gross negligence or willful misconduct of said Indemnatee. In the event any action or proceeding is brought against an Indemnatee, with respect to which indemnity may be sought hereunder, Developer, upon receipt of written notice from City, shall assume the investigation and defense thereof, including the employment of counsel approved by the City and the payment of all expenses related thereto.

Each Party shall notify the other Party immediately in writing of any claim, suit, action, loss, liability or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim, suit, action, loss, liability or damage arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, and any release of part or all of the Property from the burdens of this Agreement.

8.2 Default and Remedies; Remedies Cumulative.

An Event of Default shall arise hereunder if Developer fails to perform any obligation under this Agreement, and fails to cure such default within thirty (30) days after the City has notified the Developer in writing of the default or, if the default cannot be cured within thirty (30) days, has failed to commence to cure within thirty (30) days and thereafter diligently pursued such cure and completed such cure within sixty (60) days. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) For violations of obligations with respect to rents for Affordable Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;

(c) Bring an action for damages, or pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

ARTICLE 9 TERMINATION AND RESCISSION OF BROWN PROPERTY USE COVENANT; RELEASE

9.1 Termination of Brown Property Use Covenant. The execution, delivery and recording of this Agreement in the Official Records of the County of Napa shall thereby effect the termination and rescission of the Brown Property Use Covenant as a lien or encumbrance on the Brown Property and the Parties hereto shall thereafter have no further rights, duties or obligations under or pursuant to the Brown Property Use Covenant. The Parties agree to execute and record any further documents or instruments as may be reasonably requested by any lender or title insurance company to otherwise effectuate the provision of this Section 9.1.

9.2 Mutual Release. THE PARTIES, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY WAIVE, RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE THE OTHER PARTY AND THEIR EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON THEIR BEHALF, OF AND FROM ANY CLAIMS, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH EITHER PARTY NOW HAS OR MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE BROWN PROPERTY USE COVENANT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY OR ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, THE PARTIES EXPRESSLY WAIVE THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

THE PARTIES HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING THEIR SIGNATURE OR INITIALS BELOW.

Developer's Initials

City's Initials

ARTICLE 10 MISCELLANEOUS

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

10.2 Recording and Filing. The City and the Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Napa.

10.3 Governing Law and Venue. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this

Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in, on, or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by, and enforced in accordance with the internal laws of the State of California, including its statute of limitations. The parties agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in state or federal courts with jurisdiction in the County of Napa.

10.4 Headings; Construction. The titles of the sections and subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting the provisions of this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party.

10.5 No Implied Waiver. No waiver of the requirements of this Agreement shall occur unless expressly waived by the City in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or Default of Developer or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Developer shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

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

10.7 Entire Agreement. This Agreement, together with the Exhibits attached hereto, and Resolution R2018-__ adopted by the City Council of the City of Napa on ____, 2018, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the parties with respect thereto.

10.8 Notices. Except for any notice, demand or communication required under applicable law to be given in another matter, all notices, demands and communications to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All notices demands or communications shall be sent by personal delivery, by reputable overnight delivery service (which provides a delivery receipt), or by certified or registered mail, return receipt requested, postage prepaid.

City:

City of Napa
1115 Seminary Street
Napa, CA 94559
Attention: Housing Manager

Developer:

Bridgeview Associates, LLC
c/o Southstar PM, Inc. DBA Bridgeview Associates
7831 Stark Street, #1
Portland, OR 97215

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to City or Developer as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

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

10.10 Action by City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction or consent by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, or made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council, unless the City Manager determines in his or her discretion that such approval is required.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and all of which taken together shall constitute one and the same instrument.

[Signatures on following page.]

[Remainder of page intentionally blank.]

[Type here]

[Type here]

ATTACHMENT 5

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first written above.

CITY:

CITY OF NAPA, a California charter city

Mike Parness
City Manager

ATTEST:

Dorothy Roberts
City Clerk

COUNTERSIGNED:

Desiree Brun
City Auditor

APPROVED AS TO FORM:

Michael W. Barrett
City Attorney

DEVELOPER

By:

By: _____
Its

ACKNOWLEDGMENT

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, 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 signature(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.

(Notary Signature)

[Type here]

[Type here]

ATTACHMENT 5

ACKNOWLEDGMENT

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, 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 signature(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.

(Notary Signature)

[Type here]

[Type here]

ATTACHMENT 5

EXHIBIT "A" LEGAL DESCRIPTION OF BROWN PROPERTY

The land is situated in the State of California, County of Napa, City of Napa, and is described as follows:

[Attach legal description.]

[Type here]

[Type here]

ATTATCHMENT 5

EXHIBIT "B" LEGAL DESCRIPTION OF RIVERSIDE PROPERTY

The land is situated in the State of California, County of Napa, City of Napa, and is described as follows:

[Attach legal description.]

[Type here]

[Type here]

ATTACHMENT 5

EXHIBIT "C"
OCCUPANT INCOME CERTIFICATION FORM

OCCUPANT INCOME CERTIFICATION

☐ Initial Certification ☐ Recertification ☐ Other _____

Effective Date: _____
 Move-in Date: _____
 (MM/DD/YYYY)

PART I. DEVELOPMENT DATA

Property Name: Bridgeview Apartments _____ Address: _____	County: Napa _____ Unit Number: _____	# Bedrooms: _____
--	--	-------------------

PART II. HOUSEHOLD COMPOSITION

H H Mbr #	La st Name	Fir st Name & Middle Initial	Relations hip to Head of Household	Date of Birth (MM/DD/YYYY)	F/ T Student (Y or N)	Soci al Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						
7						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$
Add totals from (A) through (D), above				TOTAL INCOME (E): \$

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total				\$
If over \$5000 \$				
X 2.00% = (J) Imputed Income				
Enter the greater of the total of column I or J: imputed income				\$
TOTAL INCOME FROM ASSETS (K)				
(L) Total Annual Household Income from all Sources [Add (E) + (K)]				\$

[Type here]

[Type here]

ATTACHMENT 5**HOUSEHOLD CERTIFICATION & SIGNATURES**

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

Sections Below To Be Completed by Developer/Representative**PART V. DETERMINATION OF INCOME ELIGIBILITY**

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page I	<div style="border: 2px solid black; width: 100px; height: 40px; display: flex; align-items: center; justify-content: center;">\$</div>	
Current Income Limit per Family Size:	\$ _____	
Household Income at Move-in:	\$ _____	Household Size at Move-in: _____
Method of Income Verification		

PART VI. RENT

Tenant Paid Rent	\$ _____	Rent Assistance:	\$ _____
Utility Allowance	\$ _____	Other non-optional	\$ _____
	charges:		
Utility Paid by Tenant (Check all that apply)	___ Heating Electric ___ Cooking Electric ___ Hot Water Electric ___ Water ___ Trash	___ Heating Gas ___ Cooking Gas ___ Hot Water Gas ___ Sewer ___ Electrical Other _____	
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & Other non-optional charges)	<div style="border: 2px solid black; width: 100px; height: 40px; display: flex; align-items: center; justify-content: center;">\$</div>	Unit Meets Rent Restriction at:	
Maximum Rent Limit for this Unit:	\$ _____	<input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> _____%	

SIGNATURE OF DEVELOPER/REPRESENTATIVE

[Type here]

[Type here]

ATTATCHMENT 5

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Occupant Income Certification is/are eligible under the provisions of California Health and Safety Code Section 50053 as amended, and the Affordable Housing Covenant, to live in an Affordable Unit in this Development.

SIGNATURE OF DEVELOPER/REPRESENTATIVE DATE

NAME

EMAIL

[Type here]

[Type here]

ATTACHMENT 5

EXHIBIT "D"

[CHECK WITH CITY STAFF FOR UPDATED FORM PRIOR TO EXECUTING]

Bridgeview Apartments

Period: Calendar Year 20__

ANNUAL CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

CITY OF NAPA

The undersigned does hereby certify that it is in continuing compliance with the Affordable Housing Regulatory Agreement And Declaration Of Restrictive Covenants executed by the undersigned and the City of Napa on _____, 201__, and recorded in the Official Records of the County of Napa, California, on _____, 201__, at Instrument No. _____ (the "**Agreement**"), and that to the knowledge of the undersigned no default exists under said Agreement. Specifically, it is hereby confirmed that each qualified tenant currently residing in the Affordable Unit as defined by said Agreement has completed an Occupant Income Certification in the form approved by the City of Napa and that:

Since the beginning of the Agreement term, not less than three (3) Units in the Development has been continuously occupied by or held vacant and available for occupancy by qualified very-low income households. Since the beginning of the Agreement term, not less than eight (8) Units in the Development has been continuously occupied by or held vacant and available for occupancy by qualified low income households.

As of the date of this Certificate:

A. Total Very Low Income Units occupied: _____ (# Units)

B. Total Very Low Income Units vacant: _____ (#Units)

(**A. and B. should add to 3)

C. Total Low Income Units occupied: _____ (# Units)

D. Total Low Income Units vacant: _____ (#Units)

(**C. and D. should add to 8)

DEVELOPER

By: _____
Authorized Developer Representative

Date: _____