

Santana Ranch – Phase I Affordable Units
Affordable Housing Implementation Plan
May 10, 2022

1. *Background*

From Development Agreement by and between the County of San Benito and Santana Ranch Landowners dated November 2, 2010, (hereinafter, "Development Agreement") Section 2.7 (f): "Within six (6) months prior to the offering of the first (1st) Affordable Unit, Owner shall submit to County for its reasonable approval an implementation plan ("Affordable Housing Implementation Plan"), which shall contain, at minimum, the following information, an outline of which is set forth in the Affordable Housing Procedures" [Affordable Housing Procedures attached as Exhibit 10 to the Development Agreement].

- 1.1. The Affordable Implementation Plan begins each section in italics with language from the Development Agreement. Each subsection details how the requirement in the Development Agreement will be met.

2. *Summary*

Pursuant to Section 2.7 of the Development Agreement, ten percent (10%) of the total residential units within the Master Development are required to be reserved for affordable housing, except to the extent the total number of affordable units is adjusted to account for Local Builder Lots in accordance with Section 2.7(a) and Section 2.8 of the Development Agreement. Five percent (5%) of the Affordable Units shall be reserved for Low Income Units, and the remaining Affordable Units may be reserved as Moderate Income Units. This Affordable Housing Implementation Plan solely affects the First Phase of Affordable Units as that term is defined in Section 2.7 (d) of the Development Agreement consisting of fifty-five (55) multifamily rental units reserved for Moderate Income Households as defined by the Development Agreement.

3. *Name and contact information of the entity, whether Owner or a qualified third party, who will be responsible for initial implementation of the Project's Affordable Housing component as described in this Section 2.7, including managing the Affordable Units and monitoring and enforcing the Project's obligations related thereto.*

- 3.1.1. Name and contact information of the initial entity responsible for the implementation of the Project's Affordable Housing Component:

Owner: Santana Ranch Apartments, LLC
Entity: Alta Real Estate Services, Inc., as management agent for Owner
Contact: Michael Anderson, President
Email: manderson@altareservices.com
Phone: (831) 636-3150
Address: 2440 Bert Drive
Building 200, Suite 201
Hollister, CA 95023

Name of project consultants:

Consultant: Pahl & McCay, a Professional Law Corporation
Contact: John A. List
Email: jlist@pahl-mccay.com
Phone: (408) 286-5100
Address: 225 W. Santa Clara Street, Suite 1500
San Jose, CA 95113

Consultant: Novogradac & Company LLP
Contact: Joyce Hsia, CPA
Email: joyce.hsia@novoco.com
Phone: (415) 356-7971
Address: 2033 N. Main Street
Walnut Creek, CA 94596

Consultant: Rutan & Tucker, LLP
Contact: Andrew Lamming
Email: alamming@rutan.com
Phone: (714) 641-5100
Address: 18575 Jamboree Road, 9th Floor
Irvine, CA 92612

Owner reserves the right to add and/or remove consultants or property management company upon written notice to the County.

4. *A description of the income eligibility determination process, including the method to be used to verify household income, the required documentation, and the manner in which complete and accurate books will be maintained.*

4.1. All applicants shall fill out and sign the Affordable Housing Program Application Disclosure, Tenant Income Certification, the Application to Rent, the Application Reference Form, the Applicant Employment Verification Form, and the Rental Policy (collectively, the "Application") representing that all of the statements made in the Application are true and correct, including applicant's "Gross Annual Income" (which has the same meaning as Annual Income as defined in 24 C.F.R. § 5.609). The Affordable Housing Program Application Disclosure, the Application to Rent, the Application Reference Form, and the Applicant Employment Verification Form are shown in Exhibit 2.

4.2. Income eligibility shall be determined based on the applicant's income tax return for the most current year, and three (3) months of income from all sources. The applicant shall include at least two most recent pay stubs showing year-to-date gross earnings and two most recent months of bank statements. Income shall be averaged for the pay periods provided and then annualized to determine annual income. The applicant shall complete and execute a Tenant Income Certification to provide income information for all adults in the household, which form is attached as Exhibit 6, as well as provide supporting documentation. The applicant shall execute additional Certifications if more than two adults have income.

4.2.1. Owner will verify current income sources to confirm income eligibility of each household based on the income limits below. Owner will measure gross income based on California's Department of Housing and Community Development's ("HCD") regulation 25 C.C.R. § 6914, which if no longer in existence shall be

defined based on Department of Housing and Urban Development (“HUD”) regulation 24 C.F.R. § 5.609. The methods of calculating income will be taken from HUD’s Occupancy Handbook 4350.3, Chapter 5: Determining Income & Calculating Rent, but any inconsistencies shall be defined by the HCD definition.

4.2.2. The applicant must also qualify for the unit by meeting written screening criteria including minimum income requirements, credit, employment, and other objective criteria provided in the Rental Policy, as modified from time to time, which policy is available in the leasing office.

4.3. Tenants must only income qualify at the time of initial occupancy.

4.3.1. No tenant qualifying as a Moderate-Income Tenant upon initial occupancy shall be denied continued occupancy of such tenant’s unit in the Project because, after initial occupancy, the Gross Annual Income of such Moderate-Income Household increases to exceed the qualifying limit for a Moderate-Income Unit. The unit occupied by such Moderate-Income Tenant, whose Gross Annual Income exceeds such applicable income limit shall continue to be treated as a Moderate-Income Unit for purposes of this requirement until such tenant vacates the Moderate-Income Unit.

4.4. Description of income eligibility:

4.4.1. In order to meet the income eligibility requirements, a prospective Moderate Income Household as defined in the Development Agreement must make a Gross Annual Income not greater than (and including) one hundred and twenty percent (120%) of the Area Median Income for San Benito County adjusted for household size as published annually by California Department of Housing and Community Development on its website <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. In 2021, to meet these income eligibility requirements, the maximum Gross Annual Income for each Moderate Income Household is as follows (the “Published Moderate Income”):

Number of Persons in Household	1	2	3	4	5
Maximum Household Income (Moderate Income 120%)	\$76,200	\$87,100	\$97,950	\$108,850	\$117,550

4.5. Owner will maintain a rent roll in the form of Exhibit 1 and will provide the rent roll to the County upon request.

4.6. An independent set of books will be set up and maintained by the owner of the Property.

4.6.1. Bank accounts as necessary for the operation of the project will be established and shall be maintained independent from any other projects including trust accounts as may be required by law.

4.6.2. Records will be kept for each tenant and their activity including without limitation credit reports, tax returns or other income documentation detailing the tenant’s

qualifications, leases, amendments, and sums paid for rent and security deposits. All records are required to be kept for 5 years after tenancy termination as well as all denied applications must be kept for 5 years.

5. *A description of the process by which the maximum allowable rent for an Affordable Unit will be determined to ensure each unit's continued affordability for the required time period, both initially and for subsequent rental, including the proposed standard form of lease and the proposed method(s) of deed restriction.*

- 5.1. Per the Deed Restriction, a "Moderate Income Unit" means an Affordable Unit that shall be rented to, or set aside for, a Moderate Income Household at a monthly rent that is no greater than thirty-five percent (35%) of the Published Moderate Income applicable to the Imputed Household Size for the unit, with no deduction or offset for any Utility Allowance. The steps to calculate the maximum allowable rent is as follows:

Step One: Unit Type

Identify type of unit to be rented:

Type of Unit		Imputed Number of Persons in Household
1 Bedroom	=	2
2 Bedroom	=	3

Each unit type has an imputed household size that relates to the number of bedrooms in the unit and is used to determine the rent. The size of the household applying to rent an affordable unit is one of the factors considered in determining income eligibility, but it is not used in the rent calculation.

Step Two: Annual Household Income Limit

Using the most recent Published Moderate Income, identify, and enter the annual household income limit for the imputed household size identified above.

Imputed Household Size	2	3
Moderate Income (120%) Maximum	\$87,100	\$97,950

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

Step Three: Maximum Monthly Rental Payment

Calculate the maximum rental payment by multiplying the Annual Household Income Limit in Step Two for the Imputed Household Size for the unit by 35%. Divide the result by 12 to calculate the Monthly Housing Payment.

For example, the maximum monthly rental payment based on the most recent income limits for a Moderate Income one-bedroom unit would be:

$\$87,100 \times 35\% / 12 \text{ months} = \$2,540 \text{ monthly rent;}$

And, the maximum monthly rental payment based on the income limits provided above for a Moderate Income two-bedroom unit would be:

$\$97,950 \times 35\% / 12 \text{ months} = \$2,857 \text{ monthly rent}$

The Tenant is responsible for paying all utilities including electricity, water, sewer, and garbage costs. While the actual rent charged could be more or less, so long as the actual rent charged is less than the maximum monthly rental payment, it is anticipated in 2022 the monthly rental payment for a one-bedroom one-bathroom unit would be \$1,895 and a two-bedroom two-bathroom unit would be \$2,495 in Phase One.

- 5.2. The Project will accept holders of Section 8 Housing Choice Vouchers as applicants regardless of designation as Low, Moderate, or Market rate units, if the rents for that unit type designation qualify as “reasonable” rents as determined by the Housing Authority of County of Santa Cruz.
- 5.3. Market rate rents will be based on market rents for comparable properties with appropriate adjustments made to reflect unit size, bedrooms, bathrooms, features, and site amenities.
- 5.4. Consistent with HUD’s hold harmless policy, the Area Median Income for the year in which the deed restriction is recorded shall establish the minimum Area Median Income for all purposes under the deed restriction throughout the remaining term hereof (the “Floor AMI”), and in the event, at any time during the term of the deed restriction, the Area Median Income otherwise published by HCD decreases below the Floor AMI, then during such period of time, the Area Median Income for all purposes under the deed restriction shall nonetheless be deemed to be the Floor AMI.
- 5.5. The standard lease forms will be the Lease Agreement prepared by Pahl & McCay, with additional disclosures and addenda, as applicable. An Addendum to the Lease will indicate if a unit is restricted to rent by Moderate Income Households and the applicable affordability restrictions. Owner reserves the right to change the standard lease forms. See Exhibit 3 for the standard lease forms. When the units are first made available, a year lease will be required. Depending on tenant demand, owner may allow shorter lease terms.
6. *A description of the proposed marketing and outreach efforts, consistent with Owner's obligations in Section 2.7(e) of the Development Agreement, to facilitate eligible households' access to the Affordable Units.* This section also details the application process following marketing and outreach.
 - 6.1. The apartment complex where the affordable units are located includes a community center with a leasing office as shown conceptually in Exhibit 5 “Site Plan”. The office will be open during published hours to meet with prospective applicants interested in renting a unit at Santana Ranch Apartments. Owner anticipates the office being open to the public in May or June 2022.
 - 6.2. All public-facing publications and websites will contain a Fair Housing and Equal Opportunity logo, and the accessibility logo.
 - 6.3. Owner will maintain a website and market the affordable units on the Project’s website. Applicants will be able to apply in person at the apartment complex or online through the website.

- 6.4. The affordable units may also be marketed through online websites such as Zillow, Craigslist, apartments.com, forrent.com, and/or affordablehousing.com, the Housing Authority of the County of Santa Cruz (which serves San Benito County), social media, and email newsletters.
- 6.5. Owner anticipates accepting applications for Moderate Income Units in May 2022 with the first occupancies anticipated in June 2022.
- 6.6. Applicants will be required to complete the Affordable Housing Program Application Disclosure, Tenant Income Certification, the Rental Application for Affordable Housing, the Application Reference Form, the Applicant Employment Verification Form, and the Rental Policy (collectively, the "Application"). Moderate Income Unit applicants will fill out the Application only.
- 6.7. The date and time of receipt of each Application for the Moderate Income Units will be noted on each Application and processed in the order received.
- 6.8. Applications can be obtained at www.santanaranchapartments.com (or TBD) or the leasing office at 1231 Pine Rock Drive, Hollister, CA 95023 or emailing the property manager apply@altareservices.com (or TBD).
- 6.9. Applicants will be charged an applicant screening and credit fee not to exceed the maximum screening charge for the current year and consistent with state law when their Application is processed; the maximum screening charge in 2021 is \$53.33. As detailed on the Application to Rent, the screening fee includes actual out-of-pocket costs for items such as a tenant screening service, or a credit reporting service as well as reasonable value of time spent by the owner or agent to obtain the information. All applicants will have credit checks, eviction history reports as well as employment and income verification and other verification as deemed necessary to meet program requirements.
- 6.10. As detailed in the Rental Policy, the Project has written screening criteria to qualify applicants which includes minimum income requirements, credit, employment, and other objective criteria as determined by Owner and its consultants. Fair Housing requires all applicants to be treated in the same manner, and written screening criteria will be available to all applicants, and posted in the rental office.
- 6.11. For Moderate Income Units, applicants will be processed in the order of receipt of complete Applications. Applicants who meet income eligibility and are eligible under the Rental Policy shall be offered a Moderate Income Unit.
- 6.12. An interest list will be maintained for those wanting more information on the Moderate Income Units. Once the Moderate Income Units are fully leased, a waiting list will be maintained for those interested in the next available unit. As a unit becomes available, the next person on the waiting list will be contacted to apply.
- 6.13. Applicants on the waiting list will be contacted by email on an annual basis to confirm their continued desire to remain on the waiting list. Applicants' failure to respond to the annual email will result in removal from the waiting list. Applicants are responsible for contacting the property to update any changes in their email address.

OWNER:

Santana Ranch Apartments, LLC, a California limited liability company
By: Anderson Homes, a California corporation
Its: Managing Member

Michael Anderson, Vice President

Date: _____

The County of San Benito, hereby, approves this Affordable Housing Implementation Plan.

By: _____ Date: _____

Bea Gonzales, Chair
San Benito County Board of Supervisors

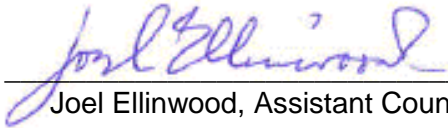
ATTEST:

Jennifer Frechette, Clerk of the Board

By: _____ Date: _____

APPROVED AS TO LEGAL FORM
Barbara J. Thompson, County Counsel

By: _____



Joel Ellinwood, Assistant County Counsel

Date: May 10, 2022

Exhibit 1
"Rent Roll"

[NEXT PAGE]

Santana Ranch Apartments Rent Roll

[illegible]

Total Moderate-Income Occupied: _____

Total Moderate-Income Vacant: _____

Exhibit 2
“The Application”

[NEXT PAGE]

The Apartments at Santana Ranch

Affordable Housing Program Application

DISCLOSURE

Applicants interested in renting an affordable unit at The Apartments at Santana Ranch must complete this Affordable Housing Program Application Disclosure, Certification of Household Income, the Application to Rent, the Application Reference Form, the Applicant Employment Verification Form, and the Rental Policy (collectively, the "Application") and return to the property manager via email to apply@altareservices.com, in person during office hours at 1231 Pine Rock Drive, Hollister, CA 95023, or complete on the website www.santanaranchapartments.com. Contact the property manager as noted above if you have any questions regarding the Application. The owner reserves the right to make changes to the Application, policies, and procedures, as warranted.

1. Tenants of affordable units at The Apartments at Santana Ranch must be Low- and Moderate-Income Households as determined by the Santana Ranch Affordable Housing Implementation Plan and Deed Restriction. Units at Santana Ranch Apartments fall into three categories with different eligibility requirements and rental rates: market rate, Moderate-Income, and Low-Income. Proof of gross annual household income is required to assure eligibility. Eligibility is based on income, household size, and available units. The applicant must also demonstrate that the applicant's income is adequate to be able to afford and maintain the unit.
2. Affordable units must be occupied by the named tenants and be used as the primary residence.
3. Tenants of affordable units at Santana Ranch Apartments have the same rights, privileges, duties, and obligations as any other tenants in San Benito County, with the exception of the restrictions in the Santana Ranch Affordable Housing Implementation Plan and Deed Restriction.
4. Applicants must complete the Certification of Income with the Application. Prior to renewal of a lease, applicants must demonstrate that the applicant's income is adequate to be able to afford and maintain the unit.

If you would like more information regarding rental units at The Apartments at Santana Ranch, please contact the property manager at apply@altareservices.com.

To be eligible to rent a unit, applicant must meet the following income criteria for San Benito County for the current year published annually by California Department of Housing and Community Development on its website <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. The following income limits are effective December 31, 2021, may change year to year, and establish the Floor AMI during the affordability term as described in the Deed Restriction:

Household Size	Low Income	Moderate Income
1	\$57,150	\$76,200
2	\$65,300	\$87,100
3	\$73,450	\$97,950
4	\$81,600	\$108,850
5	\$88,150	\$117,550

The Application must be completed with supporting documentation in full to be processed. The Application is not transferable.

Once the Application has been completed, please return it to the property manager. **It is your responsibility to make sure that all information you provide to the property manager is true and accurate.**

The information in the Application and any other information required by the property manager or San Benito County will be kept confidential. The Application is only to be reviewed by the property manager, San Benito County, their agents, or affiliates in order to process and review your Application.

“Household” includes **ALL** occupants living in a single unit, whether or not they are related by blood, marriage or otherwise. Individual Applications are required from each occupant 18 years of age or older. The information required to complete the Application includes information about all persons intending to reside in the unit.

Each applicant will need a good credit history and must satisfactorily pass tenant screening and/or credit checking. There is a non-refundable fee per Application for screening and/or credit checking fees as detailed in the Application to Rent. Each applicant will be considered in the overall credit worthiness of the application. Only those households who have been determined eligible and qualified will be approved to rent a unit. If your application is approved, a lease is required to be signed within one week of the offer. The first month’s rent and a security deposit shall be required **AT THAT TIME**. Please see the Rental Policy for further details.

Applicant has read and agrees to this Affordable Housing Program Application Disclosure.

Name of Applicant

Signature of Applicant

Date

Name of Applicant

Signature of Applicant

Date

Name of Applicant

Signature of Applicant

Date

Name of Applicant

Signature of Applicant

Date

☐ Tenant
☐ Guarantor

Name of Applicant: _____

APPLICATION TO RENT

(All sections must be completed) **Individual applications required from each occupant 18 years of age or older.**

Last Name		First Name		Middle Name		Social Security Number or ITIN	
Other names used in the last 10 years				Work phone number ()		Home phone number ()	
Date of birth		E-mail address				Mobile/Cell phone number ()	
Photo ID/Type		Number		Issuing government		Exp. date	
Other ID							
1. Present address		City		State		Zip	
Date in		Date out		Landlord Name		Landlord phone number	
Reason for moving out						Current rent \$ /Month	
2. Previous address		City		State		Zip	
Date in		Date out		Landlord Name		Landlord phone number	
Reason for moving out						Rent at move-out \$ /Month	
3. Next previous address		City		State		Zip	
Date in		Date out		Landlord Name		Landlord phone number	
Reason for moving out						Rent at move-out \$ /Month	
Proposed Occupants: List all in addition to yourself	Name			Name			
	Name			Name			
	Name			Name			
Do you have pets?	Describe			Do you have a waterbed?	Describe		
How did you hear about this rental?							
A. Current Employer Name				Job Title or Position		Dates of Employment	
Employer address				Employer/Human Resources phone number ()			
City, State, Zip				Name of your supervisor/human resources manager			
Current gross income				Check one		USE RENTAL APPLICATION ADDENDUM FOR AFFORDABLE HOUSING TO REPORT SOURCES OF INCOME AND ASSETS	
\$				Per <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year			
B. Prior Employer Name				Job Title or Position		Dates of Employment	
Employer address				Employer/Human Resources phone number ()			
City, State, Zip				Name of your supervisor/human resources manager			
Other income source _____ Amount \$ _____ Frequency _____							
Other income source _____ Amount \$ _____ Frequency _____							



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☐ Tenant
☐ Guarantor

Name of Applicant:

Name of your bank	Branch or address	Account Number	Type of Acct

Please list ALL of your financial obligations below.

Name of Creditor	Address	Phone Number	Monthly Pmt. Amt.
		()	
		()	
		()	
		()	
		()	
		()	
		()	

In case of emergency, notify:	Address: Street, City, State, Zip	Relationship	Phone
1.			
2.			

Personal References:	Address: Street, City, State, Zip	Length of Acquaintance	Occupation	Phone
1.				
2.				

Automobile: Make: _____ Model: _____ Year: _____ License #: _____

Automobile: Make: _____ Model: _____ Year: _____ License #: _____

Other motor vehicles: _____

Have you ever filed for bankruptcy? _____ Have you ever been evicted or asked to move? _____



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☐ Tenant
☐ Guarantor

Name of Applicant: _____

NOTICE REGARDING CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

☐ Landlord does not intend to request an investigative consumer report regarding the Applicant.

Unless the box above is checked, Landlord intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics, and mode of living. Under Section 1786.22 of the California Civil Code, the files maintained on you by the investigative consumer agency shall be made available to you during business hours and on reasonable notice, provided you furnish proper identification, as follows: (1) You may appear at the investigative consumer reporting agency identified below in person, (2) you may make a written request for copies to be sent by certified mail to a specified addressee, or (3) you may make a written request for a summary of the file to be provided over the telephone. The agency may charge a fee, not to exceed the actual duplication costs, if you request a copy of your file. The agency is required to have personnel available to explain your file to you, and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification. If you are accompanied by a person of your choosing, the agency may require you to furnish a written statement granting permission to the investigative consumer reporting agency to discuss your file in the other person's presence. The agency that will prepare the report(s) identified in this section is listed below:

Name of Agency

Address of Agency

If you would like a copy of the report(s) that is/are prepared, please check the box below:

☐ I would like to receive a copy of the report(s) that is/are prepared

If the box above is checked, Landlord agrees to send the report to Applicant within three (3) business days of the date the report is provided to Landlord. Landlord may contract with another entity to send a copy of the report.

Applicant represents that all the above statements are true and correct, authorizes verification of the above items, and agrees to furnish additional credit references upon request. Applicant authorizes Landlord to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history and employment history. Applicant consents to allow Landlord to disclose tenancy information to previous or subsequent Landlords.

Landlord will require a payment of \$_____, which is to be used to screen Applicant.

The amount charged is itemized as follows:

- | | |
|---|---------|
| 1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports | \$_____ |
| 2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) | \$_____ |
| 3. Total fee charged | \$_____ |

The undersigned Applicant is applying to rent the premises designated as:

Apt. No. _____ Located at _____

The rent for which is \$_____ per _____. Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due, including required security deposit of \$_____, before occupancy.

Date

Applicant (signature required)



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☐ Tenant
☐ Guarantor

Name of Applicant: _____

RECEIPT FOR TENANT SCREENING AND/OR CREDIT CHECKING FEES

On _____, Landlord received \$_____ from the undersigned, hereinafter called "Applicant,"
(Date)
who offers to rent from Landlord the premises located at:

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____,
(City) (Zip)

Payment is to be used to screen "Applicant". The amount charged is itemized as follows:

1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports \$ _____
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ _____
3. Total fee charged (cannot exceed the amount fixed by law) \$ _____

For Landlord Use Only

Screening fees paid by: ☐ Cash ☐ Personal Check ☐ Cashier's Check ☐ Money Order

☐ Credit Card # (Last 4 digits only) _____ MC/VISA/AMEX Expiration Date: _____

_____, ☐ by _____, _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (if Applicable)

Date

CALIFORNIA APARTMENT ASSOCIATION CODE FOR EQUAL HOUSING OPPORTUNITY

The California Apartment Association supports the spirit and intent of all local, state and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

The California Apartment Association reaffirms its belief that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public.

Therefore, as members of the California Apartment Association, we agree to abide by the following provisions of this Code for Equal Housing Opportunity:

- We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
- We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
- We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
- We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.



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EMPLOYMENT VERIFICATION FORM

- This form is used to obtain information regarding the employment history of Applicants for rental housing. The information provided by the current or former Employer may be used solely for the purpose of evaluating the application for rental housing.
- The Landlord requesting this information must receive authorization from the Applicant before obtaining the information. Such authorization is granted if Applicant's signature is provided in Section 1. Copies of this form and of the Applicant's signature are acceptable. The Applicant may be contacted to verify the authenticity of this request. Please mail or fax this form to the person listed in section 2 as soon as possible (within 24-48 hours)

TO BE COMPLETED BY APPLICANT

1. Authorization by rental Applicant for the release of information

I hereby authorize the release of the information requested on this Employment Verification Form to the Landlord listed below.

I hereby acknowledge that the Landlord can make copies of this executed page in order to obtain the information requested.

Name _____ Phone number (_____) _____

Signature _____ Date _____

TO BE COMPLETED BY LANDLORD

2. Person requesting the employment reference

Name of Landlord _____

Address _____ Unit # _____

City _____ State _____ Zip _____

Phone number (_____) _____ Fax number (_____) _____

3. Applicant's employment information:

☐ Present OR ☐ Prior Occupation (check one)

Employer Name _____

Employer Address _____

City _____ State _____ Zip _____

Supervisor's/HR Manager's Name _____ Employer/HR Phone number (_____) _____

Beginning and Ending Dates of Employment _____

Current Gross Income (if applicable) \$ _____

TO BE VERIFIED BY CURRENT OR FORMER EMPLOYER

4. Employment information verification

Is the information provided in Section 3 above correct?

Employer Name	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employer Address	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supervisor's/HR Manager's Name	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Employer/HR Phone Number	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Beginning and Ending Dates of Employment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Current Gross Income (if applicable)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If No, please explain: _____

Verification provided by:

Name: _____

Title: _____

Phone: (_____) _____

Verification obtained by:

☐ Phone ☐ Mail ☐ Fax



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RENTAL APPLICANT REFERENCE FORM

- This form is used to obtain information regarding the rental history of applicants for rental housing.
- The Landlord requesting this information must receive authorization from the Applicant before obtaining the information. Such authorization is granted if Applicant's signature is provided in Section 1. Copies of this form and of the Applicant's signature are acceptable. The Applicant may be contacted to verify the authenticity of this request. Please mail, fax, or email this form to the person listed in section 2 as soon as possible (within 24-48 hours)

TO BE COMPLETED BY APPLICANT

1. Authorization by rental Applicant for the release of information

I hereby authorize the release of the information requested on this Rental Applicant Reference Form. I hereby acknowledge that the Landlord can make copies of this executed page in order to obtain the information requested.

Name _____ Phone number (_____) _____

Signature _____ Date _____

TO BE COMPLETED BY LANDLORD

2. Person requesting the rental reference

Name of Landlord _____

Address _____ Unit # _____

City _____ State _____ Zip _____

Phone number (_____) _____ Email _____

Fax number (_____) _____

3. Applicant's rental information

Name of rental community (if any) _____

Address of rental unit _____ Unit # _____

City _____ State _____ Zip _____

Name of Landlord _____

Phone number (_____) _____ Fax number (_____) _____

Move-in date: Month _____ Year _____ Move-out date: Month _____ Year _____ or ☐ current resident



California Apartment Association Approved Form
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Exhibit 3
“Standard Lease Forms”

[NEXT PAGE]

LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Agreement" or "Lease") is entered into this _____ day of _____, 2_____, between Alta Real Estate Services, Inc., as the authorized agent for the Owner of the Premises (hereinafter "Landlord") and the following individuals, jointly and severally:

(hereinafter collectively "Resident"). Together Resident and Landlord are referred to herein as the "Parties."

1. LEASED PREMISES: Landlord rents to Resident the premises located at _____.

Apartment # _____, _____, County, California (hereinafter "Premises"), which is located within the Apartment Community, commonly known as _____ (hereinafter the "Apartment Community" or "Property") for use as a residence and for no other purpose.

2. TERM:

a. Original Term. This Lease shall be for a period of _____ months, commencing on the _____

day of _____, 2_____, ("Commencement Date") and ending on the _____ day of _____, 2_____, unless sooner terminated as provided in this Lease or as allowed by applicable law.

b. Delay of Possession. Resident understands that, for reasons beyond the control of Landlord, Landlord may not be able to provide occupancy to Resident on the Commencement Date if, for example, a former tenant of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If, for any reason, Landlord is unable to provide occupancy to Resident by the scheduled commencement date, Resident's remedy in this event shall be limited to termination of this Agreement and Resident shall be entitled to a prompt refund of any monies paid. Landlord shall have no liability to Resident if there is a delay of possession other than to refund any monies paid.

c. Holding Over. Any holding over by Resident at the expiration of the Lease term with the consent of Landlord shall create a tenancy from month to month on the same terms and conditions set forth in this Lease, subject to amendment by Landlord as set forth in Civil Code Section 827 and terminable by either party on thirty days written notice in accordance with the provisions of California Civil Code Section 1946, unless a longer notice period is required by applicable law.

3. RENT:

a. Resident shall pay to Landlord, as rent for the Premises, the sum of \$_____ each month.

b. The name, telephone number and address of the person or entity to whom rent payments shall be

made is: _____

c. Except as otherwise provided in this Lease, said sum shall be paid in full, in advance, on or before the first day of each month in the form of an online payment made at _____, cashier's check or money order. If in any month the rent is paid after the fifth day of the month, payment must be in the form of cashier's check or money order. If Landlord serves Resident with a three-day notice to pay rent or surrender possession, which Landlord may do on any date after the first day of the month, any payment tendered following service of said notice must be in the form of a cashier's check or money order, for a period not to exceed three (3) months. If any check given by a Resident is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, all subsequent payments for the rest of Resident's occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of cashier's check or money order unless Landlord agrees, in writing, to waive this requirement.

d. It is Resident's responsibility to be certain that each payment is actually received by Landlord on or before its due date. Use of a rental payment drop box is for Resident's convenience - the risk of receipt of funds by Landlord when such box is used is Resident's risk, and not Landlord's risk. The usual days and hours when rent payments may be made personally are Monday through _____, _____ a.m. to _____ p.m.

4. **LATE CHARGE AND NSF CHARGE:** Landlord and Resident agree that when Resident fails to pay rent on time, or when Resident pays rent by a check which is subsequently dishonored by the bank, the actual cost to Landlord is difficult or impossible to ascertain, but the Parties agree that Landlord does, in the event of late payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, which the Parties agree is difficult or impossible to ascertain, the Parties agree that, any time the rent for any given month is paid after the _____ day of such month, Resident will in that month pay to Landlord, with the late payment, a late charge in the sum of \$_____ and further agree that, in the event of a dishonored check, Resident will pay to Landlord, with the payment required to replace the dishonored check, an NSF fee in the sum of \$_____.00. The Parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. The Parties further agree that Landlord may deem said late charge or NSF fee "additional rent" recoverable through the unlawful detainer (eviction) process. Rent remains due on the first day of the month and there is no grace period for the payment of rent. A three-day notice to pay rent or quit may be served at any time after the first day of the month irrespective of the existence of the late charges as set forth in this paragraph. If such notice is served after the _____ day of the month, it may include the late charge and NSF charge, if applicable, which charges, as set forth above, are payable as additional rent.

5. RENTAL PRO-RATION: Resident shall pay to Landlord, before taking occupancy of the Premises, one full month's rent in addition to a security deposit (discussed below). If Resident takes occupancy of the Premises on a day other than the first day of the month, Resident shall also pay the sum of \$_____ before taking occupancy of the Premises, as and for the pro-rated amount of rent to cover the period through the final day of the second calendar month of occupancy. Commencing with the following month, a full month's rent shall be due each month on or before the first day of the month as stated above. In the event of a conflict between the amount set forth in this paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth above divided by thirty, with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., if the amount set forth in this paragraph is computed incorrectly, any such arithmetic error shall not be binding - the amount owing shall be the amount resulting from a correct arithmetic computation of the pro-ration). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty-day month shall be assumed irrespective of the actual number of days in the month for which the pro-ration is computed. In the event of unlawful detainer or other litigation where the court is called upon to determine the fair market rental value of the Premises, the Parties agree that, unless alleged otherwise in the complaint and proved otherwise at trial, the rental value for any entire month shall be the then current contract rental rate for that month, and the pro-rated daily rental amount for any number of days less than one full month shall be the then current contract monthly rental rate divided by thirty, irrespective of the actual number of days in the month for which daily rental value is being computed.

6. SECURITY DEPOSIT:

a. Resident shall pay to Landlord, as security, the sum of \$_____, which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. Landlord shall not be obligated to pay Resident interest in connection with such security deposit, unless specifically required by applicable law.

b. It is understood that the security deposit is applicable to all Residents jointly, and Landlord does not account for it until the passing of the permissible statutory period after all Residents have vacated the Premises. Any refund due may be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing said security deposit. If Landlord chooses to make the refund to any one of the Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Landlord shall have no liability to any one or group of Residents for failure of any Resident to divide such refund equitably.

c. If the security deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional security deposit will be disbursed by Landlord in accordance with this paragraph at the end of the statutory period following the end of Resident's tenancy. Removal of the pet, satellite dish or

waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.

7. MOVE-IN PAYMENT: Resident shall pay to Landlord
\$_____ at the time

of move-in. This amount is composed of the following sums: \$_____ as the first month's rent, \$_____ as security deposit and \$_____ as the advance payment of rent for the period _____ through _____. Landlord may require that this entire sum be paid through Landlord's online payment system, or in the form of cashier's check or money order. If Landlord accepts a personal or other non-certified check and the check is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three-day notice to pay rent or quit for the entire amount and, if Resident does not comply with said notice, Landlord may utilize unlawful detainer procedures to evict Resident from the Premises.

8. CHECK CONVERSION: If Resident makes any payment by check, it may be converted into an electronic funds transfer (EFT). This means Landlord will copy the check and use the account information on it to electronically debit Resident's account for the amount of the check. The debit from Resident's account will usually occur within 24 hours, and may occur as early as the same day as Landlord receives payment. The debit will be shown on Resident's regular account statement. Resident will not receive the original check back. Landlord will destroy your original check, but will keep a copy of it to the extent required by applicable laws. If the EFT cannot be processed for technical reasons, Resident authorizes Landlord to process the copy in place of the original check. If the EFT cannot be completed because of insufficient funds, Landlord may require payment in certified funds as required by the Rent provision above.

9. UTILITIES: **Unless a separate utility addendum is executed between the Parties modifying this paragraph**, payment of all utilities charges shall be the responsibility of Resident, with the exception of:

_____, which shall be paid by Landlord. With respect to the utilities charges listed above to be paid by Landlord, Resident shall not make excessive or unreasonable use of such utilities. If Resident does make excessive or unreasonable use of such utilities, Landlord may bill Resident for such excessive or unreasonable use and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing. In the event of a dispute as to any such charges, Resident shall pay the disputed amount as required, but may file a Small Claims Court action for a refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge. For any utility which Resident is responsible for paying directly to the utility provider, Resident must contact the utility company prior to move-in to have the services placed in Resident's name no later than ten (10) business days following move-in. If Resident fails to pay any utility charges that are to be paid by Resident, Landlord may, at its option, pay such charges to retain continuing utilities service. If Landlord does so, any such charges may be billed to Resident by Landlord and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental

payment on the first day of the month next following the date of such billing. Resident shall not use any utilities in the common areas of the Property for their own personal use without written consent of Landlord.

10. RECYCLING: Landlord shall arrange for recycling services consistent with applicable law. Resident agrees to cooperate in all recycling efforts and comply with applicable laws and Community Rules regarding recycling.

11. ACCESS TO PREMISES: The Parties agree that upon advance reasonable written notice to Resident, unless otherwise agreed to by Resident, Landlord shall have the right to enter the Premises during normal business hours for the purpose of: (a) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, to an adjacent unit or for the benefit of the building in which the Premises is located; (b) supplying necessary or agreed services; (c) showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or (d) for any other purposes permitted by California Civil Code Section 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease). The Parties hereby agree that twenty-four (24) hours' notice is presumed reasonable, although the Parties acknowledge that a shorter time period may also be reasonable under some circumstances. In the case of an emergency, or Resident's abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without first securing Resident's prior permission. Resident agrees to permit Landlord access to the Premises in accordance with this Paragraph. Resident also agrees that if Resident denies Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three-day notice to quit.

12. OCCUPANCY: The Premises shall be occupied only by the following persons:

Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
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Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
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Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
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Name: _____	Date of Birth: _____	Name: _____	Date of Birth: _____
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No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent. Landlord's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises, any such person shall be deemed to be the guest or invitee of the named Resident and their claim to right of possession shall be denied. Any person named above in this Paragraph who is not also named above as a Resident and/or who is not a signatory to this Lease shall be

deemed to be invitees of the named Resident, who are signatories to this Lease. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Premises, and if any such individual thereafter makes a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident and does not have an independent claim to right of possession of the Premises. Resident understands that in no event shall more than two persons per bedroom plus one additional person occupy the Premises. If the household composition changes such that the number of occupants exceeds this occupancy standard, Resident agrees that such over-utilization shall be grounds for Landlord to terminate this Agreement, solely at Landlord's option.

13. **ASSIGNMENT AND SUBLETTING:** Unless prohibited by local regulations, Resident shall not assign this Lease nor sublet all or any part of the Premises. Permitting any person not named as an occupant or as a Resident in this Lease to occupy the Premises shall be deemed an improper subletting of the Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void.

14. **RESIDENTIAL USE OF PREMISES:** Resident agrees that the Premises is rented for residential use only. Resident shall not use the Premises as a business address, nor shall Resident conduct business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident may, however, insofar as it is consistent with the restrictions set forth in this section, and with the written consent of Landlord, use a portion of the Premises as a "home office." Nothing set forth herein shall be deemed as disallowing any use of the Premises that cannot be prohibited legally.

15. **COMPLIANCE WITH APPLICABLE LAWS:** Resident agrees not to permit the Premises to be used for any purpose which violates local, state or federal law, or engage in any illegal acts upon the Premises or upon the grounds of the Apartment Community. Resident further agrees to reimburse and indemnify Landlord for all fines or other penalties incurred by Landlord as a result of Resident's violation of any statute, ordinance, regulation or other governmental restriction. To the extent any lease provision is required by statute or local ordinance, but not set forth herein or in an addendum to this Lease, it is hereby inserted as an additional provision of this Lease, but only to the extent specifically required by applicable law interpreted as narrowly as possible and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

16. **COMPLIANCE WITH RULES:** If indicated in the paragraph below with respect to Attachments/Addenda, Resident acknowledges receipt of a copy of the Apartment Community Rules ("Community Rules"), which Community Rules are incorporated into and made a part of this Lease. Resident agrees to abide by said Community Rules in all respects. Any Community Rules may be changed on thirty days' notice and Resident agrees to abide by any such changes. Failure to comply with the Rules shall be deemed a breach of this Lease.

17. CONDUCT OF RESIDENT

a. Resident agrees not to harass, annoy, or endanger any other Resident, neighbor, or other person, or create or maintain a nuisance, or disturb the peace or solitude or quiet enjoyment of any other Resident, neighbor or other person, or commit waste in or about the Premises.

b. Resident further agrees not to harass, verbally abuse, denigrate or otherwise disrespect Landlord's employees, agents and/or contractors or interfere with the operations of the Property or the work of Landlord's employees or agents.

c. Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other Residents of the Property. These include, but are not limited to, the use, possession or sale of illegal drugs or controlled substances, the carrying or exhibiting of firearms and operating drones, with cameras or other photograph or video capability, or any other flying remote-controlled device with such capabilities in any common areas of the Property. Such acts are prohibited. The carrying or exhibiting of firearms may be permitted with written consent of Landlord if doing so is required by law or job necessity.

d. Resident additionally agrees not to deface or damage any part of the Premises or the Apartment Community or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous, hazardous or toxic under any governmental law or regulation in the Premises.

e. Resident also agrees not to do or permit anything to be done in the Premises that may be deemed hazardous or which will cause a cancellation of or an increase in the premiums for any insurance for the Apartment Community.

f. Resident further agrees to comply with all signs posted by Landlord in and around the common areas of the Property including, but not limited to, parking areas and amenity areas. Landlord may ban any Resident, household member, guest or invitee from using any amenity at the Property if such persons fail to abide by posted signs or Rules relating to those areas and Resident shall not be entitled to any rent reduction or offset if the loss of amenity privileges is the result of the conduct of Resident, or of Resident's household members, guests, or invitees.

g. Resident is responsible for the conduct of his/her/their guests or invitees while they are on the Property as well as all household members (including minors). A Resident conducting any of the activities set forth hereinabove, or who allows his or her guests, invitees or household members (including minors) to conduct any of said activities shall be deemed in violation of this Agreement, and said activity shall be grounds for termination of this Agreement with a three-day notice to quit.

18. **MILITARY TRANSFER:** If Resident is or becomes a member of the Armed Forces on extended active duty, a member of the State National Guard serving on full-time duty, or a civil service technician with a National Guard unit, and receives change-of-duty orders to depart from the local area for longer than ninety (90) days, or is relieved from such duty, Resident may terminate this Lease by giving thirty (30) days prior written notice to Landlord, provided Resident is not otherwise in default. As a condition to such termination, Resident will furnish Landlord with a certified copy of the official orders which warrant termination of this Lease.

Military orders authorizing base housing in the local area in which the Premises is located do not constitute change-of-duty under this paragraph.

19. SMOKING:

a. Resident must comply with all applicable laws and Rules regarding smoking on the Premises. Smoking is **not** permitted anywhere in the Apartment Community, which is designated as a non-smoking community.

b. For the purpose of this Agreement, the term “smoking” means inhaling, exhaling, breathing, vaping, or carrying any lighted cigar, cigarette or other tobacco or similar product, including marijuana, in any manner and in any form, and includes the use of an e-cigarette or other electronic smoking device.

c. Landlord is not required to advise Resident of any changes in the law with respect to smoking on the Property. Resident is responsible for complying with all laws relating to smoking and thirty days’ notice is not required if a policy change is implemented to comply with a new statute, regulation or ordinance. The Parties agree to execute any addendum relating to smoking which may be required by law after the execution of this Agreement.

d. Although smoking may be prohibited at various locations at the Apartment Community, Landlord does not provide or guarantee a smoke-free environment and nothing in this paragraph or any smoking addendum, if any, shall be deemed a guarantee of any kind that Resident will not be exposed to smoke while on the Property and Landlord expressly denies any such assertion.

e. To the extent smoking is allowed anywhere in the Apartment Community, Resident who smoke, or allow smoking by their invitees or guests, must ensure the smoke does not disturb the quiet enjoyment of other residents. Secondhand smoke may seep and drift through open doors, windows, and ventilation ducts, which may constitute a disturbance to those residents who do not smoke, particularly those with health and allergy-related sensitivities. Pursuant to other provisions of this Agreement, Resident agrees not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident. Resident is responsible for the conduct of guests and invitees while they are on the Property. Violation of this provision may result in the immediate termination of this Agreement as provided in this Lease and by law.

20. LIQUID-FILLED FURNITURE AND AQUARIUMS: Waterbeds and other liquid-filled furniture are allowed only under the regulations of California Civil Code Section 1940.5, which requires proper insurance coverage for waterbeds. A certificate of insurance evidencing waterbed coverage must be provided to Landlord prior to Resident bringing any liquid-filled furniture into the Premises. Resident must provide Landlord with at least twenty-four (24) hours’ written notice prior to the installation, removal or movement of any liquid-filled furniture and Landlord has the right to be present at the time of such installation, removal or movement. Installation, movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the highest degree of safety. No aquariums over 10 gallons are permitted without prior written consent of Landlord. If Resident

installs any liquid-filled furniture, the Security Deposit shall be increased by one-half of one month's rent.

21. **CONDITION OF PREMISES-ALTERATIONS:** Resident has inspected the Premises and acknowledges that the Premises is in good and habitable order and repair at the time Resident is given occupancy. Resident agrees not to make any alterations or improvements to the Premises without the prior written consent of Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to allowing Resident to make such alteration, requires that the Premises be restored to the condition existing prior to such alteration or addition. Resident agrees not to install additional or different locks or gates on any doors or windows of the Premises without written permission of Landlord. If Landlord approves Resident's request to install such locks, Resident agrees to provide Landlord with a key for each lock.

22. **CLOTHESLINES/DRYING RACKS:** If the Premises has a private patio, deck or balcony, which is enclosed by a fence, railing or other structure, Resident is permitted to hang clothing, blankets or other laundry on the patio, deck or balcony subject to the following rules and conditions:

- a. No more than two drying lines/racks may be in use at any one time.
- b. Items may not be left on the drying lines/racks for more than 24 hours (i.e., all items must be removed within 24 hours of being put out on the drying lines/racks).
- c. Drying lines or racks must be free standing.
- d. No drying lines or racks may be attached or affixed in any manner to any portion of the building, fence, railing, wall, building support structure, or light fixtures.
- e. Drying lines/racks cannot be higher than the patio, balcony, or deck fence or railing.
- f. Drying lines/racks cannot be clearly visible from the sidewalk or street.
- g. Drying lines/racks cannot block entrance to or egress from the apartment, create a health or safety hazard or interfere with walkways or utility service equipment.
- h. Drying lines or racks cannot interfere with the maintenance of the property.
- i. Clothes may not be draped over fence or balcony railings, or hung from any building fixtures.

If your private patio or balcony is not enclosed by a fence, railing or other structure, Resident is not permitted to hang clothing, blankets or any other laundry on the patio, deck or balcony.

23. **DUTY TO CLEAN AND VENTILATE:** Resident hereby acknowledges that mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated. Resident acknowledges that it is important that Resident regularly allow air to circulate in the

Premises. Resident agrees to regularly allow air to circulate in the Premises by using bathroom fan(s), using ceiling fans, where available, and regularly opening the windows and/or sliding doors where available. Since it is common for mold and mildew to grow if even a small amount of moisture builds up, Resident also agrees to clean all toilets, sinks, counter-tops, showers, bathtubs and tile or linoleum floors with a household cleaner on at least a bi-weekly basis. Resident further agrees to notify Landlord immediately whenever Resident learns of any condition which could lead to a build up of moisture in Resident's apartment, including, but not limited to plumbing leaks, broken window or door seals, accumulation of rainwater or other moisture around windows or doors, broken water lines or sprinklers, inoperable fans, doors or windows and/or any failure or malfunction in the heating, ventilation or air-conditioning system in the Premises. If Resident notices mold, mildew or other organic growth in the Premises, Resident agrees to notify Landlord, in writing, immediately. Any failure to comply with the requirements of this paragraph shall be deemed a material breach of this Lease. In addition, Resident shall be liable to Landlord for any damage resulting from Resident's failure to comply with the requirements of this paragraph.

24. **PACKAGE LIABILITY RELEASE:** Landlord will not accept packages on behalf of Resident. Landlord does not accept any responsibility or liability for any lost, damaged, or stolen deliveries and Resident agrees to hold Landlord and Landlord's agents harmless from any loss or damage to any of Resident's packages. Resident

25. **PARKING:** Landlord shall not be liable for any damage or loss to motor vehicles of, or the contents of motor vehicles of, Resident and/or Resident's guests or invitees. Failure of Resident or Resident's guests or invitees to follow Rules and/or posted signs relating to parking and operation of vehicles will result in the towing of the offending vehicle at the cost of the vehicle owner.

26. **PESTS AND PEST CONTROL:**

a. The Premises and/or the Property may be covered by a contract for regular pest control service. If so, pursuant to applicable law, concurrently with signing this lease, you are being provided with a copy of the legally required notice provided by the registered pest control company.

b. Resident and Landlord both have inspected the Premises prior to leasing and acknowledge there is no visible evidence of the presence or infestation of insects or vermin including bedbugs in the Premises. Resident agrees to inspect all personal belongings for signs of bedbugs and other insects or vermin prior to bringing personal belongings into the apartment and further agree not to bring into the Premises any belongings which Resident suspects may be infested with bedbugs, insects or other vermin.

c. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of insects and vermin, including bedbugs, and comply with Rules and other policies relating to the prevention of infestations. Resident further agrees to report any signs of bedbugs, ants, fleas, roaches, or other insects or vermin immediately to Landlord.

d. If Resident allows individuals or items carrying bedbugs, fleas, roaches or other insects or vermin into the Premises, or has an infestation that cannot be traced to another source, such infestation will be deemed damage to the Premises and Resident will be responsible for all costs of treatment to the Premises, their personal belongings and surrounding units as necessary to eradicate the infestation. The choice of treatment shall be at the discretion of Landlord in consultation with Landlord's pest control vendor.

e. Resident agrees to cooperate with all pest control efforts at and within the Premises and the Property. Resident shall follow all instructions from Landlord and/or Landlord's pest control company with respect to treatment and eradication whether infestation is in Resident's unit, another unit or elsewhere on the Property.

27. **REPORTING INFESTATIONS:** Resident is required to report, in writing, any suspected infestations to Landlord immediately after discovery. Resident shall report any signs of any infestations, including, but not limited to any household member experiencing any bites, seeing any insects or other vermin within the Premises or seeing any feces or other detritus relating to insects.

28. **INFORMATION ABOUT BED BUGS:** Pursuant to California Civil Code Section 1954.603, Landlord hereby provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting of suspected infestation to Landlord:

a. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

b. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

c. **Survival:** Bed bugs can survive for months without feeding.

d. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

e. **Common Signs and Symptoms of a Possible Bed Bug Infestation:**

i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.

ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.

iii. Very heavily infested areas may have a characteristically sweet odor.

iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

f. More Information: For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

29. EMINENT DOMAIN OR CONDEMNATION: Should the land whereon the building containing the Premises is situated, or any part thereof, or any portion of the Apartment Community, be condemned or taken for public use, then, in that event, upon the taking of same for such public use, this Lease, at the option of Landlord, shall be deemed null and void, and the term shall cease and come to an end, notwithstanding anything to the contrary herein, and without apportionment of the award. Resident shall not be entitled to receive any sum, or portion thereof, constituting any award arising out of any such eminent domain or condemnation.

30. SIGNIFICANT DAMAGE TO OR DESTRUCTION OF PREMISES:

a. If the Premises or Property are damaged by fire, flood or other casualty, necessitating repairs that require Resident to vacate the Premises for any length of time, in the sole and absolute discretion of Landlord, Landlord shall have the option **either** (1) to repair the damage or otherwise restore the Premises, with this Agreement continuing in full force and effect, **or** (2) give notice to Resident, at any time after such damage occurs or repairs become necessary, terminating this Agreement as of a date to be specified in such notice. Landlord shall not be required to repair any damage by fire or other cause or to make any repairs of any property installed in the Premises by Resident.

b. If Landlord elects to terminate, this Agreement shall expire and all interest of the Resident in the Premises shall terminate and Landlord shall have no obligation to pay lodging costs or other expenses to Resident after the termination date. If Landlord elects to repair the damage and/or make the significant repairs and continue this Agreement in full force and effect, the "Duty to Cooperate" and "Significant Repairs" provisions of this Agreement shall apply.

31. SIGNIFICANT REPAIRS:

a. If the Premises requires significant renovations, improvements or repairs (such as, by way of example only and not by way of any limitation, tenting for termites, treating for pests or other vermin, replacing plumbing or electrical wiring, repairing fire damage, etc.) which require Resident to vacate the Premises for any length of time, Resident must vacate the Premises as needed and otherwise cooperate with Landlord in its efforts to perform the work. To the extent possible, Landlord shall give Resident at least ten days written notice of the need to vacate the Premises, which notice shall include Landlord's best estimation of the length of time Landlord anticipates Resident will need to be absent from the Premises.

b. Resident agrees to vacate the Premises for the time necessary for the work to be completed and, if Resident needs to be absent from the Premises for more than eight (8) hours in any twenty-four (24) hour period, relocate to alternative housing of the Landlord's choosing.

Landlord shall be responsible to pay for the alternative housing; however, Resident will remain responsible for all rent while Landlord is paying for alternative accommodations. If Resident elects to relocate temporarily to lodging other than that designated by Landlord, then Landlord shall have no obligation to pay the cost of such housing, which shall be at Resident's sole cost and expense; although Resident shall have no obligation to pay rent during the time the Premises is not available to Resident during the repairs if Landlord is not paying for the alternative lodging, except as provided below. Resident shall return to the Premises once Landlord advises Resident that the work has been completed. Landlord shall have no obligation to pay for alternative housing or waive rent after Landlord has advised Resident that Resident may return to the Premises.

c. If the work or repairs are required because of the conduct of Resident or the conduct of Resident's household, invitees or guests (such as misuse of plumbing, causing a fire, etc.), then Landlord shall be relieved of its obligation to pay for alternative accommodations set forth above and Resident shall remain responsible for both rent and the cost of alternative lodging during the time when Resident must vacate the Premises for any work to be completed.

32. **DUTY TO COOPERATE:** Failure to vacate the Premises or otherwise cooperate with Landlord's efforts to conduct repairs, renovations or other improvements at the Property is a material breach of this Lease and grounds for termination of this Agreement.

33. **SAFETY CONCERNS:**

a. Landlord makes no representations or guarantees to Resident concerning the security of the Premises or the Apartment Community. Landlord is under no obligation to Resident to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Resident is responsible for planning and taking action with respect to the safety of Resident and their property as if such systems and deterrents did not exist.

b. Landlord may install surveillance cameras in some of the common areas of the Property. These cameras may or may not be monitored and the footage recorded by these cameras may or may not be kept by Landlord for any length of time. Landlord may remove such cameras, or install additional cameras, at any time without notice to Resident. Footage from any cameras belongs to Landlord and shall not be released to any resident although such footage may be released to law enforcement personnel, insurance adjusters or others with legitimate business needs for such footage in the sole discretion of Landlord and without the consent of any individuals recorded by such footage.

c. Landlord has no obligation to obtain criminal background checks on any Resident and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Landlord has actually run a criminal background check on applicants. Resident shall not rely on the fact that Landlord may have run a criminal background check on Resident or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a

guarantee that a person with a criminal background does not reside at the Apartment Community or that someone living on the Property will not commit a crime in the future. Landlord has not made and does not make any representations as to the background of any existing or future Resident and Landlord is under no obligation to run background checks on any existing Resident or future applicant.

d. Resident agrees to report immediately all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request. If Resident receives a copy of any law enforcement agency's incident report for an incident that occurred on the Property and said incident impacted the Premises, the Property or other residents at the Property, Resident shall provide a copy of said incident report to Landlord upon request.

34. MEGAN'S LAW DATABASE:

a. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified **registered sex** offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

b. Since the information is equally available to residents and Landlord, and Landlord cannot discriminate against registered sex offenders pursuant to Penal Code Section 290.46 *et seq.*, Landlord has not made any inquiry of any applicant or resident as to whether he or she is a registered sex offender. Resident are advised to take whatever reasonable and lawful actions Resident believes necessary to protect household members or guests against any potential harm. This includes talking to any children or individuals with a diminished capacity about how to deal with strangers and similar topics. Resident is advised that Landlord may not notify Resident if Landlord learns or is advised that a registered sex offender is living in the Apartment Community. The existence of registered sex offenders in the Apartment Community is not grounds for terminating this Agreement.

35. LIABILITY: Landlord shall not be liable to Resident or to any guests or invitees of Resident (s) for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other condition over which the Landlord has no control.

36. RENTER'S INSURANCE: Landlord does not provide insurance for Resident's personal property or automobile. Renter's insurance is designed to provide Resident with reimbursement for loss, damage or destruction of their property, as well as coverage for additional living expenses incurred if the Premises, for example, become uninhabitable as the result of a fire. Such insurance can also protect Resident from any liability claims resulting from their own personal activities. For example, if Resident's negligence causes a fire, Resident may be held responsible for the damage of the property of others, including Landlord's property. Resident is **required** to obtain renter's insurance in an amount sufficient to cover all personal possessions of Resident together with a reasonable level of liability coverage of the actions of Resident or

Resident's guests or invitees. Resident shall provide proof of insurance to Landlord upon request

37. PETS: No pets are permitted. The presence of any pets, even if such pets are "just visiting," shall be deemed a material and incurable breach of this Lease and shall be cause for the service of a three-day notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Premises or the Property should contact Landlord, before bringing the animal onto the Premises, and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.

38. SMOKE DETECTOR(S): Resident acknowledges that the Premises is equipped with operable smoke detector(s). Resident agrees to not interfere with the presence or operability of such smoke detectors and to report immediately to Landlord, in writing, any defects in the condition of any smoke detectors. Resident further agrees that, if the smoke detector(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident remove the battery of a smoke detector without immediately replacing the battery with a new one.

39. CARBON-MONOXIDE DEVICES: If a carbon-monoxide device has been installed within the Premises, Resident acknowledges that the carbon-monoxide device was operable at the time Resident took possession of the Premises. Resident is responsible for notifying Landlord if Resident becomes aware of an inoperable or deficient carbon-monoxide device within the Premises. Landlord shall correct any reported deficiencies or inoperabilities in the carbon-monoxide device. Resident agrees to not interfere with the presence or operability of any carbon-monoxide device. Resident further agrees that, if the carbon-monoxide device(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Resident assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Resident remove the battery of a carbon-monoxide device without immediately replacing the battery with a new one.

40. BARBECUES: Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Landlord may impose additional rules and regulations with respect to barbecues in the Community Rules.

41. SATELLITE DISHES: If Resident chooses to install an individual satellite dish at the Premises, it must be one meter [approximately 3 feet, 3 inches] or less in diameter or a traditional stick type antenna. Resident may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, railways or glass; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises.

a. Security Deposit. Resident must pay an additional deposit of \$_____ to cover potential damage to the Premises and Apartment Community. This additional deposit will be returned to Resident after Resident vacates the Premises in accordance with the provisions of California Civil Code Section 1950.5.

b. Assumption of the Risk. Resident assumes all risk and responsibility for any injury or property damage caused by the installation, operation or removal of the dish or antenna, including any caused by a failure to securely attach the dish to the Premises.

c. Renter's Insurance. Resident must have insurance that covers any and all losses from the installation, operation and removal of the dish. Resident must provide Landlord with evidence of such coverage.

42. INDEMNITY/HOLD HARMLESS: Resident agrees to indemnify and hold Landlord harmless, from any claims arising out of any death or injury to any person, or any damage to property, if such injury or damage is caused directly or indirectly by the act, omission, negligence, or fault of Resident or Resident's guests or invitee(s).

43. POLITICAL SIGNS:

a. A "political sign" is one that relates to any of the following: (i) an election or legislative vote, including an election of a candidate to public office; (ii) the initiative, referendum, or recall process and (iii) issues that are before a public commission, public board, or elected local body for a vote. Resident may only post political signs in the window or door of the Premises in accordance with the provisions of this Agreement. The signs may not be more than six (6) square feet in size; or posted or displayed in violation of any local, state, or federal law. Resident may not install or allow a political sign to be installed that causes any damage to or alteration of the Premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes.

b. Resident may post and shall remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the Premises is located. Resident shall be solely responsible for any violation of any local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may not be posted more than ninety (90) days prior to the date of the election or vote to which the sign relates and must be removed ten (10) days following the date of the election or vote.

c. Resident is strictly liable for any damages or injury that result from such installation and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the posting of the political sign(s).

44. PROPOSITION 65 WARNING:

WARNING: **Building materials such as insulation, pressed wood materials, finishes, or adhesives** on this Property can expose you to chemicals including **formaldehyde**, which is known to the State of California to cause cancer. **Exhaust fumes on roadways and in parking areas** on this Property can expose you to chemicals including **carbon-monoxide**, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

45. ASBESTOS DISCLOSURE, OPERATION AND MAINTENANCE PROGRAM:

Applicable only if checked here [] (must be checked if building is constructed prior to 1981 or if

Landlord knows or believes there is asbestos on the Premises.)

a. Asbestos is a mineral on the list of chemicals known to the State of California to cause cancer. Asbestos is present in the sprayed-on acoustic ceiling material (which has a “cottage cheese” appearance) in the Premises and in hallways and other areas in the building in which the Premises is located. Asbestos may also be present in other materials in the Premises and the building, including the insulation fireproofing and floor tiles.

b. Landlord has instituted operations and a maintenance program directed at maintaining the Premises in accordance with any applicable federal and state safety requirements regarding asbestos-containing material. This program is designed (among other things) to prevent release of asbestos fibers into the air; minimize disturbance of damage to asbestos-containing material; monitor the conditions of materials and air in the building; and regulate maintenance, renovation and construction activities. No matter how small the percentage of such material may be, Resident and Resident’s invitees shall comply with such rules and regulations as Landlord from time to time may prescribe in connection with Landlord’s operations and maintenance program, including, without limitation the following:

i. Hazardous materials: Resident shall not take or allow any action which in any way damages or disturbs all or part of the ceiling or floor tiles in the Premises, including, but not limited to: piercing the surface of the ceiling or floor tiles by drilling or any other method; hanging plants, mobiles or other objects from the ceiling; allowing any objects to come into contact with the ceiling; permitting water or other liquid to come into contact with the ceiling; painting or undertaking any repairs or improvements with respect to the ceiling;

ii. Resident shall notify Landlord immediately in writing (a) if there is any damage to or deterioration of the ceiling or floor tiles in the Premises, including, without limitation, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling or floor tiles; or (b) upon the occurrence of any of the activities described in the preceding paragraph.

Signature of Resident

Signature of Resident

Signature of Resident

Signature of Resident

46. LEAD-BASED PAINT DISCLOSURE AND WARNING:

Applicable only if checked here [] (must be checked if building is constructed prior to 1978 or if

Landlord knows or believes there to be lead-based paint on the Premises.)

a. Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Resident must also receive a federally approved pamphlet on lead poisoning prevention.

b. Landlord's Disclosure (check appropriate box or boxes).

- ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.
- ☐ Landlord has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises.
- ☐ Landlord knows that lead-based paint and/or lead-based paint hazards are present in the Premises
(*explain*).

- ☐ Landlord has reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises and has provided Resident with all available records and reports or made such records and reports available to Resident's upon Resident's request. (list documents)

c. Resident's Acknowledgment (*check all that apply*):

- ☐ Copies of all information listed above, if any, have been made available to Resident upon request.
- ☐ Resident have received copies of all information listed above, if any.
- ☐ Resident have received the pamphlet Protect Your Family from Lead in Your Home.

Signature of Resident

Signature of Resident

Signature of Resident

Signature of Resident

47. **OWNER OCCUPATION:** Landlord may terminate this Agreement if the owner, or the owner's spouse, domestic partner, children, grandchildren, parents or grandparents unilaterally decide to occupy the Premises

48. **STATEWIDE RENT CONTROL/JUST CAUSE:**

Applicable only if checked here [] *(must be checked if building is more than 15 years old, not subject to rent control in other jurisdictions, not restricted as affordable housing pursuant to a deed or agreement with government agency and is not subject to any other exemptions of California Civil Code Sections 1946.2 or 1947.12).*

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information

49. **MISSTATEMENTS ON APPLICATION:** Resident has completed an application in connection with securing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Resident. It is agreed that, if Landlord subsequently discovers any misstatements of fact in the Resident's application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three-day notice terminating the tenancy.

50. **EVENTS OF DEFAULT:** Resident shall be guilty of material breach of this Lease if Resident: (a) fails to pay any rent or other sums payable under this Lease on the date it becomes due; (b) defaults in the performance of or breach of any other provision, term, covenant or condition of this Lease; (c) vacates or abandons the Premises before expiration of the full term of this Lease, or any extension of the term; (d) permits the leasehold interest of Resident to be levied upon or attached by process of law; or (e) makes an assignment for the benefit of creditors.

51. **WAIVER:** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising under this Lease shall not be deemed a waiver of Landlord's right subsequently to enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent or to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the Parties in the course of the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

52. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the Parties.

53. DISCLOSURE REGARDING OWNER/MANAGEMENT: Pursuant to Civil Code Section 1962(a)(1),

the current on-site manager is authorized to manage the Premises. The telephone number and street address at which personal service may be effected on this person is

The person designated above, so long as he/she is employed at the property, is also the person authorized by the Owner of the Premises (hereinafter "Owner") to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and giving receipts for all notices and demands.

54. NOTICES: Any notice that Landlord gives to Resident shall be deemed properly served (whether or not actually received by Resident) if served in the manner prescribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedure Section 1162, but Resident actually receives the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Residents of the Premises shall be deemed valid service upon all Residents - it is not necessary to serve each Resident individually unless otherwise required by law.

55. ATTORNEY'S FEES: In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising under this Agreement, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorneys' fees, incurred in such litigation, not to exceed a maximum total of \$2,000.00 fees and costs. If any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An unlawful detainer action shall be considered an action relating to this Lease and thus subject to this provision.

56. JOINT AND SEVERAL LIABILITY AND AUTHORITY: All persons signing this Agreement as Resident shall remain jointly and severally liable for all obligations arising under it, whether or not they remain in actual possession of the Premises. The giving by any individual Resident of a notice of termination of tenancy shall not terminate the Lease as to that Resident unless all Residents vacate the Premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Residents of the Premises, and may institute unlawful detainer proceedings against all Residents if they do not restore possession of the Premises to Landlord on or before the end of the notice period. Conversely, Landlord may, at its sole option, if one or more Resident gives notice, but all Residents do not return possession of the Premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Residents, including the Resident giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the Premises.

57. ENTIRE AGREEMENT: This Agreement, including all addenda executed by both Parties, sets forth the entire agreement among the Parties with respect to the matters set forth in it. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories to this Lease. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any

agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, if Resident hold over after the expiration of the Lease term on a month-to-month holdover basis, Landlord may change any provision of this Lease without the consent of Resident in the manner prescribed by California Civil Code Section 827.

58. SECTION HEADINGS: The section headings are inserted only for convenience and are not intended to define or limit the scope or intent of any clause.

59. SEVERABILITY AND PROVISIONS REQUIRED BY LAW: If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease will remain in effect. To the extent any provision of this Agreement is in direct conflict with any provisions of applicable law, such provision is hereby deleted. Any provision specifically required by applicable law which is not included in this Lease is hereby inserted as an additional provision of this Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

60. SUBORDINATION: This Lease and all rights of Resident arising under it are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the Property and to all other rights acquired by the holder of any such mortgage(s). As used in this paragraph, the term "mortgage" shall include deeds of trust or any similar security interest.

61. SUCCESSORS IN INTEREST: If the Property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising under this Lease, and shall be entitled to enforce the provisions of this Lease against Resident. Nothing in this provision shall be construed as conflicting or superseding the foregoing subordination or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership.

62. CREDIT REPORTING: Resident is notified that Resident's performance as a tenant of this property may be reported to credit reporting agencies.

63. ELECTRONIC SIGNATURES: The Parties agree that they may enter into this lease transaction by electronic means, although traditional hard copies with wet signatures may be used instead at the option of Landlord. Resident agrees and acknowledges that if Resident is entering into this lease transaction with Landlord by electronic means, doing so is not conditioned on Resident's agreement to conduct the leasing transaction electronically.

64. ATTACHMENTS/ADDENDA: Resident acknowledges receipt of a copy of the attachments/addenda listed in this section, which are incorporated into and made part of this Lease. Resident agrees to abide by said attachments/addenda in all respects. Any failure to comply with any of the attachments shall be deemed a breach of this Lease.

a) _____ Community Rules (if checked)
checked)

b) _____ Pesticide Disclosures (if

c) _____

d)

e) _____

f)

65. **NON-DISCRIMINATION:** There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, 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, or vendees of the Premises.

66. **REQUESTS FOR ACCOMMODATIONS OR MODIFICATIONS:** A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations or reasonable modifications to the extent necessary to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. If Resident believes Resident or a member of Resident's household requires an accommodation or modification as a result of a disability, Resident should contact Landlord to begin the interactive process.

67. **SIGNATORIES:** The individuals signing below as "Resident," whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising under this Lease. This Lease shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Resident to occupy the Premises at any time prior to Landlord signing this Lease. Resident shall be fully liable for all obligations arising under this Lease, and Landlord may enforce the provisions of this Lease as against Resident if, for any reason or by any means, Resident obtains access to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

Resident

Resident

Resident

Resident

Resident

Resident

Resident

Resident

AGENT FOR LANDLORD

Exhibit 4
"Deed Restriction"

[NEXT PAGE]

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

c/o Santana Ranch Apartments, LLC
2440 Bert Drive, Building 200, Suite 201
Hollister, CA 95023
Attn: Michael Anderson

County of San Benito
c/o County Counsel
481 4th St. 2nd Floor
Hollister, CA 95023

DEED RESTRICTION

THIS DEED RESTRICTION (this “**Agreement**”) is made and entered into as of May ____, 2022, by and between the County of San Benito, a political subdivision of the State of California (the “**County**”) and Santana Ranch Apartments, LLC, a California limited liability company (the “**Owner**”).

RECITALS

A. Owner owns that certain real property located in unincorporated San Benito County, California legally described on Exhibit “A” attached hereto (the “**Property**”).

B. The County and Guerra Nut Shelling Company, a California corporation, Larry W. Anderson and Georgeann M. Anderson, Trustees of The Restated Larry W. Anderson and Georgeann M. Anderson Revocable Family Trust dated August 9, 2004, and King & Domingues Properties, a California general partnership previously entered into that certain Development Agreement by and between the County of San Benito and Northeast Fairview Landowners Group (Santana Ranch) dated as of November 2, 2010, recorded in the Official Records of San Benito County on January 5, 2011 as Document No. 2011-0000142 (the “**Development Agreement**”).

C. The Development Agreement governs the development of a residential, commercial and mixed use development on approximately three hundred eighteen (318) acres including up to one thousand ninety-two (1,092) residential units, in the unincorporated area of San Benito County (the “**Master Development**”). The Property is located within the Master Development.

D. Pursuant to Section 2.7 of the Development Agreement, ten percent (10%) of the total residential units within the Master Development are required to be reserved for affordable housing, which for purposes of this Agreement shall mean one hundred ten (110) multifamily rental units (the “**Affordable Units**,” each an “**Affordable Unit**”), of which at least six (6) units shall be Low Income Units, except to the extent the total number of affordable units is adjusted to account for Local Builder Lots in accordance with Section 2.7(a) and Section 2.8 of the Development Agreement.

E. Owner intends to satisfy a portion of such requirement by constructing one or more multifamily rental housing projects on the Property subject to certain occupancy restrictions as more particularly set forth in this Agreement (collectively, the “**Project**”).

F. The Project will be completed in two phases with the first phase containing 55 Affordable Units (“**Phase I**”), and the second phase containing 55 Affordable Units (“**Phase II**”). In addition to the Affordable Units, a phase may include other residential units not restricted by this Agreement.

G. This Agreement pertains to the Phase I, which contains fifty-five (55) Affordable Units for Moderate Income Households, consisting of twenty-eight (28) one-bedroom units and twenty-seven (27) two-bedroom units.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Owner hereby agree as follows:

Section 2. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto or in this Section 1, as applicable. In the event of a conflict between the definitions set forth below and those in the Development Agreement, the Development Agreement shall control, except as may be expressly set forth in this Agreement.

“**Area Median Income**” means the annual median income for San Benito County, adjusted for family size, as published from time to time by the California Department of Housing and Community Development (“**HCD**”) pursuant to Health & Safety Code Sections 50079.5 and 50093; provided, however, notwithstanding anything in this Agreement to the contrary, the Area Median Income for the year in which this Agreement is recorded shall establish the minimum Area Median Income for all purposes under this Agreement throughout the remaining term hereof (the “**Floor AMI**”), and in the event, at any time during the term of this Agreement, the Area Median Income otherwise published by HCD decreases below the Floor AMI, then during such period of time, the Area Median Income for all purposes under this Agreement shall nonetheless be deemed to be the Floor AMI.

“**Compliance Period**” means, with respect to each phase of the Project, the period (i) beginning on the date on which the phase receives its final certificate of occupancy, or if a certificate of occupancy is not provided the final approval on the permits for the phase and (ii) ending on the date that is thirty (30) years following such date, or such earlier date as may be provided in Section 3 of this Agreement. Once the Compliance Period has commenced for the phase, at the request of either party, Owner and the County shall execute and record a document memorializing the commencement and expiration dates for the Compliance Period.

“**Deed of Trust**” initially means, collectively or individually as the context requires, any deed of trust (or similar security instrument) containing a power of sale clause reflecting a valid, perfected lien on the fee interest in the Property delivered by the Owner to secure the Owner’s obligations to a third-party lender.

“Gross Annual Income” means all payments from all sources received by a person (together with the gross income of all persons 18 years of age or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development (“HUD”) Regulations (24 C.F.R. § 5.609) in effect as of the date of execution of this Agreement.

“Housing Act” means the United States Housing Act of 1937, as amended, or its successor.

“Imputed Household Size” means one person for each studio unit, two people for each one-bedroom unit, three people for each two-bedroom unit, and five people for each three-bedroom unit.

“Low Income Unit” shall have the meaning provided in the Development Agreement.

“Moderate Income Household” means a household with an aggregate gross annual income not greater than (and including) one hundred and twenty percent (120%) of the Area Median Income, which income limit is published by HCD under 25 C.C.R. § 6932 (“Published Moderate Income”), which income shall be determined based on the applicable tenant’s income tax return, or if no income tax return is available, such other supporting documentation provided by the Moderate Income Tenant and reasonably acceptable to Owner in accordance with the Affordable Housing Implementation Plan dated May 10, 2022, approved by the County, incorporated herein by reference as if set forth in full.

“Moderate Income Tenant” means a tenant occupying a Moderate Income Unit.

“Moderate Income Unit” means an Affordable Unit that shall be rented to, or set aside for, a Moderate Income Household at a monthly rent that is no greater than thirty-five percent (35%) of the Published Moderate Income adjusted for the Imputed Household Size applicable to the unit, with no deduction or offset for any Utility Allowance.

“Rental Payments” means the monthly rental payments actually paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from any governmental authority, any housing agency or authority, or any other public agency.

“Utility Allowance” means the allowance for tenant-purchased utilities adopted by the Housing Authority of the County of Santa Cruz on behalf of the County of San Benito and approved by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 Existing Rent Subsidy/Section 8 Voucher Programs.

Section 1. Restrictions.

(a) During the Compliance Period after the completion of Phase I, no less than fifty-five (55) units of the Project shall be Moderate Income Units. For the purposes of this Section, a vacant unit that was most recently a Moderate Income Unit will continue to be treated as a Moderate Income Unit, until it is reoccupied, at which time the character of such unit shall be redetermined; provided, however, a temporary occupancy for a period of not more than thirty-one (31) days shall not result in the Moderate Income Unit, as applicable, being considered reoccupied for purposes of this Section 2(a).

(b) Owner shall obtain and keep on file a Certification of Household Income for each resident of an Affordable Unit at the time of initial occupancy.

(c) No tenant qualifying as a Moderate Income Tenant upon initial occupancy of an Affordable Unit shall be denied continued occupancy of such tenant's unit in the Project because, after admission, the aggregate gross income of such Moderate Income Household, as applicable, increases to exceed the qualifying limit for a Moderate Income Unit, as applicable. The unit occupied by such Moderate Income Tenant, as applicable, whose aggregate gross income exceeds such applicable income limit shall continue to be treated as a Moderate Income Unit, as applicable, for purposes of the requirement of Section 2(a) above until such tenant vacates the Moderate Income Unit, as applicable. The Affordable Unit shall during the term of this Agreement thereafter be available for rent only to eligible Moderate Income Tenants, as applicable to the unit designation.

(d) The monthly Rental Payments for the Moderate Income Units paid by the tenants thereof (excluding any supplemental rental assistance to the occupant from any governmental authority, any housing agency or authority, or any other public agency) shall not exceed one-twelfth (1/12) of thirty-five percent (35%) of one hundred twenty percent (120%) of the Area Median Income applicable to the Imputed Household Size, with no deduction or offset for any Utility Allowance.

Section 2. Term. This Agreement, and all and several of the terms hereof, shall become effective upon its recordation, and shall automatically terminate in its entirety at the end of the Compliance Period.

(a) Notwithstanding the foregoing Section 3, this Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Agreement caused by fire or other casualty, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the date hereof, which prevents the County from enforcing such provisions, or condemnation or a similar event. Upon the termination of the terms of this Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

(b) Owner agrees to provide no less than six (6) months' written notice to residents of the Affordable Units prior to the expiration of this Agreement pursuant to Section 3.

Section 3. Covenants to Run With the Land. The County and Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors in title to the Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. In the event Owner, or any successor-in-interest as the owner of all or any portion of the Property, transfers or is divested of any portion or all of its interests in and to such property such that the transferee becomes a

fee owner of any portion of such property, the transferor shall thereupon be released and discharged from any and all obligations hereunder accruing and to be performed from and after the date of such transfer with respect to the property transferred, it being understood that such transfer does not release obligations having accrued prior to such transfer.

Section 4. Default. Owner shall not be in default under this Agreement due to a failure to perform or observe any covenant, agreement or obligation of Owner set forth herein unless such failure remains uncured for a period of sixty (60) days after written notice thereof shall have been given by the County to Owner; provided, however, that if the default is of such a nature that it cannot be corrected within sixty (60) days, Owner shall not be in default hereunder so long as Owner institutes corrective action within said sixty (60) days and diligently pursues such action until the default is corrected.

Section 5. Amendments. This Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County.

Section 6. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified below. The County and Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Owner: Santana Ranch Apartments, LLC
2440 Bert Drive, Building 200, Suite 201
Hollister, CA 95023
Attn: Michael Anderson

County: San Benito County Planning and Building Department
2301 Technology Parkway
Hollister, CA 95023
Attn: RMA Director

Copy to: County Counsel's Office
481 4th Street, 2nd Floor
Hollister, CA 95023
Attn: County Counsel

Section 7. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 8. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 9. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Agreement, (i) the liability of Owner under this Agreement

to any person or entity, including, but not limited to, the County, is limited to the Owner's interest in the Property, and such persons and entities shall look exclusively thereto; and (ii) from and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Property), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Section 10. Subordination. The County agrees that the terms, covenants and restrictions of this Agreement are and shall at all times remain subject and subordinate, in all respects, to the liens, rights and interests created under any Deed of Trust or any other lien or encumbrance of any bank, public agency, or other institutional lender to the Property, including any instruments or other documents evidencing, securing, or otherwise relating to the financing secured by such lien. At Owner's request, the County agrees to execute and deliver a subordination agreement in form and substance acceptable to the holder of any such Deed of Trust.

Section 11. Mortgagee Protection. No breach of the restrictions or other provisions contained herein shall affect, impair, defeat or render invalid the security or affect the validity of any mortgage or deed of trust on the Property.

Section 12. Attorneys' Fees. In the event any action shall be instituted between the parties in connection with this Deed Restriction, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including, without limitation, attorneys' fees and costs as fixed by the court therein.

[signatures follow]

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

COUNTY:

COUNTY OF SAN BENITO

By: _____
Bea Gonzales
Chair, Board of Supervisors

ATTEST
Jennifer Frechette, Clerk of the Board

By: _____
Name: _____

APPROVED AS TO LEGAL FORM:
Barbara J. Thompson, San Benito County Counsel

By: _____
Joel Ellinwood, Assistant County Counsel

OWNER:

Santana Ranch Apartments, LLC, a California limited liability company
By: Anderson Homes, a California corporation
Its: Managing Member

By: _____
Name: Michael Anderson
Title: Vice President

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

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.

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature _____ (Seal)

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

Real property located in the unincorporated area of San Benito County, State of California, more particularly described as follows:

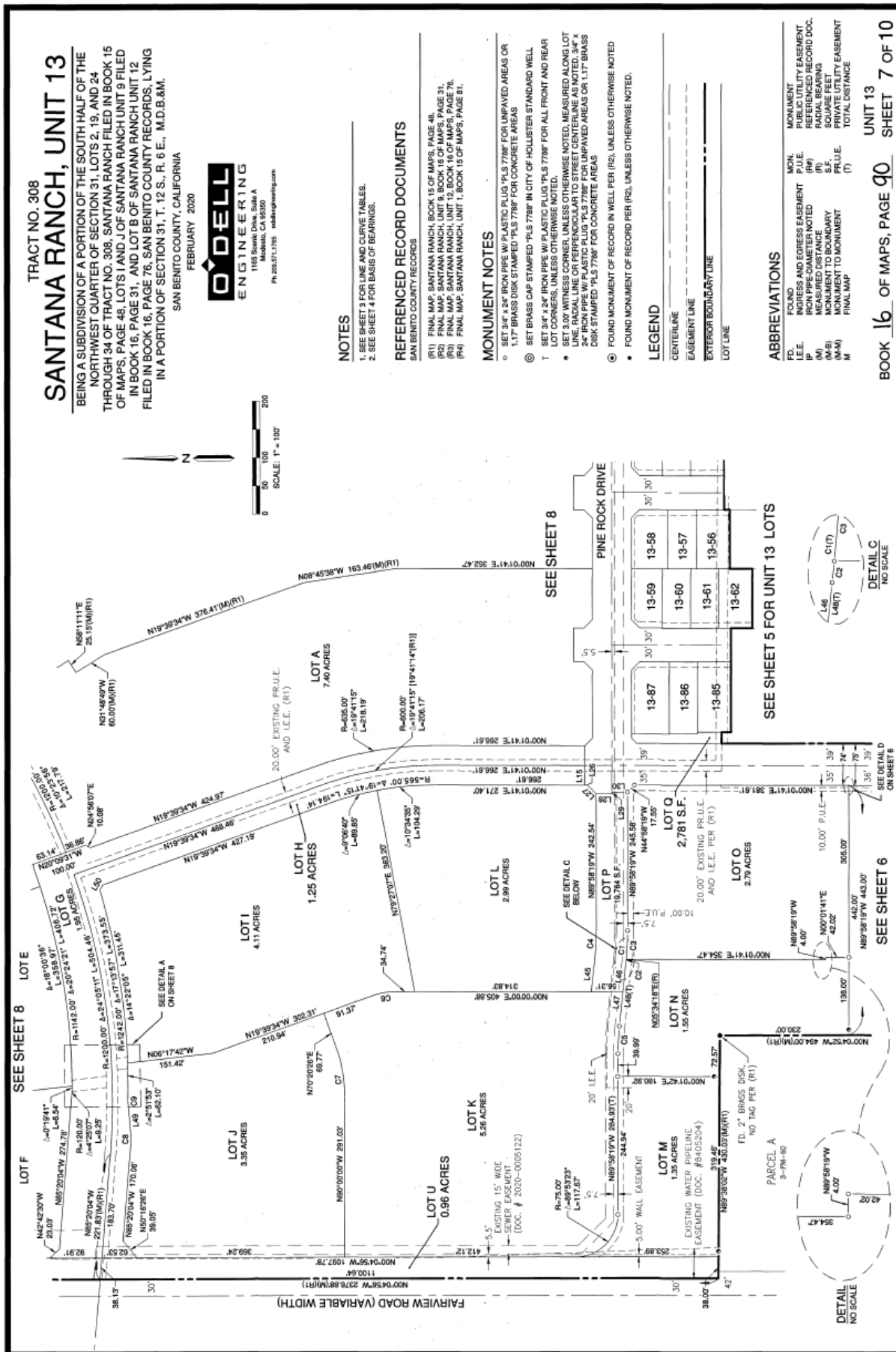
Lot O as said Lot is shown on the map entitled “Tract No. 308 Santana Ranch, Unit 13”, filed for record August 12, 2020, in Book 16 of Maps, Page 90, Official Records of San Benito County.

EXHIBIT “B”

BOOK 16 OF MAPS, PAGE 90, SHEET 7

DOCUMENT 2020-0009677 OFFICIAL RECORDS, SAN BENITO COUNTY, CALIFORNIA

[NEXT PAGE]



Santana Ranch – Affordable Units
Affordable Housing Implementation Plan

Exhibit 5
“Site Plan”

Santana Ranch – Affordable Units
Affordable Housing Implementation Plan

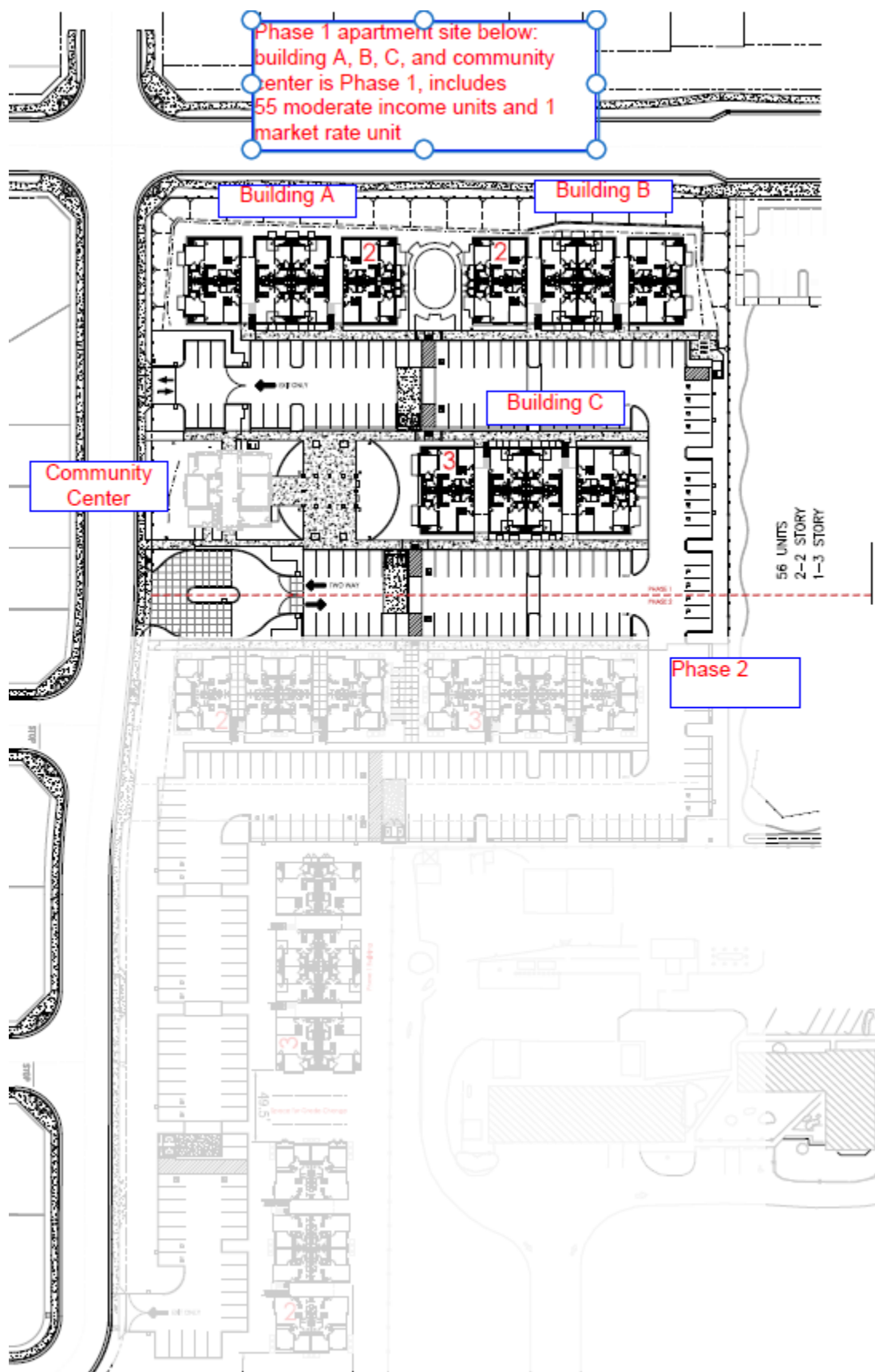


Exhibit 6
“Tenant Income Certification”

[NEXT PAGE]

THE APARTMENTS AT SANTANA RANCH

TENANT INCOME CERTIFICATION ☐ Initial Certification ☐ Other _____

HOUSEHOLD COMPOSITION

Hshld Mbr No.	Last Name	First Name	Middle Initial	Date of Birth (MM/DD/YYYY)

GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

Hshld Mbr No.	[A] Employment or Wages	[B] Soc. Security/Pensions	[C] Public Assistance	[D] Other Income
TOTALS	\$	\$	\$	\$

Add totals from [A] through [D] above

TOTAL ANNUAL INCOME [E]

INCOME FROM ASSETS

Hshld Mbr No.	[F] Type of Asset	[G] Cash Value of Asset	[H] Annual Income from Asset
TOTALS		\$	\$

Enter Column [G] Total \$ _____ X Passbook Rate of .06% = [I] Imputed Income

TOTAL INCOME FROM ASSETS [J]

[K] Total Annual Household Income from all Sources (Add [E] + [J])

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 above acceptable verification of current anticipated annual income. I/we agree to notify landlord immediately upon any member of the household moving out of the unit or any new member moving in.

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

Santana Ranch – Affordable Units
Affordable Housing Implementation Plan

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

DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item [K]:	\$
HOUSEHOLD SIZE AT MOVE-IN	#
Current Income Limit Per Family Size For Moderate Income Household	\$

Household Meets Income Restriction ☐
Household Does Not Meet Income Restriction ☐

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

GROSS ANNUAL INCOME

Complete a separate line for each income-earning member. List **each** respective household member number from Household Composition list. Include anticipated income only if documentation exists verifying such anticipated income. If any adult states zero-income, please note "zero" in the columns of the Gross Annual Income section.

Column [A] Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment distributed profits and/or net income from a business.

Column [B] Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.

Column [C] Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).

Column [D] Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.

Row [E] Add the totals from columns [A] through [D] above. Enter this amount.

INCOME FROM ASSETS

From the verification documentation obtained relating to each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. If individual household member ownership of assets is provided, list the respective household member number from Household Composition and complete a separate line for each member.

Column [F] List the type of asset (i.e., checking account, savings account, etc.)

Column [G] Enter the cash value of the respective asset.

Column [H] Enter anticipated annual income from the asset (i.e., savings account balance multiplied by annual interest rate).

TOTALS Add the total of Column [G] and Column [H] respectively.

If the total in Column [G] is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by .06%, and enter the amount in [I] Imputed Income.

Santana Ranch – Affordable Units
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Row [J] Enter the greater of the totals from Columns [H] and [I]

Row [K] Total Annual Household Income from All Sources - Add [E] and [J] and enter the Total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

DETERMINATION OF INCOME ELIGIBILITY

Total Annual Household Income	Enter the number from item [K].
Household Size	Enter the total number of anticipated household occupants, adults and minors.
Current Income Limits	Enter applicable income limit for appropriate household size from the current "Official State Income Limits" for San Benito County which can be obtained from https://www.hcd.ca.gov/state-and-federal-income . This table changes annually. Make sure current table is used.
Eligibility	Check applicable box (1) meets income Restriction; or (2) does not meet income Restriction.

TABLE 1
MAXIMUM INCOME LIMITS AS OF
December 31, 2021

Number of Persons in Household

Number of Persons in Household	1	2	3	4	5
Low Income	\$57,150	\$65,300	\$73,450	\$81,600	\$88,150
Moderate Income	\$76,200	\$87,100	\$97,950	\$108,850	\$117,550