

**EXHIBIT D**

**Affordable Housing Regulatory Agreement**

FREE RECORDING IN ACCORDANCE  
WITH CALIFORNIA GOVERNMENT  
CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

**City of Coachella**  
**53-990 Enterprise Way**  
**Coachella, CA 92236**  
**Attn: City Manager**

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**AFFORDABLE HOUSING REGULATORY AGREEMENT**

This Affordable Housing Regulatory Agreement (the “**Regulatory Agreement**”) dated May 26, 2023, for reference purposes only, by Tripoli CIC, LP, a California limited partnership (“**Owner**”), hereby given to and on behalf of the City of Coachella (the “**City**”).

**RECITALS**

This Regulatory Agreement affects that certain real property commonly known as Tripoli, located at 51392 Cesar Chavez and in the City of Coachella, County of Riverside, State of California, as more particularly described in the Legal Description attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “**Property**”) and is entered into based on the following facts and understandings:

1. Pursuant to the terms of the Affordable Housing Loan Agreement dated as of even date herewith (the “**Loan Agreement**”), the City agreed to provide Owner with a loan under the Program (the “**Loan**”) in an amount not to exceed \$13,568,850. The Loan Agreement requires Owner to use the Loan to prepay the special assessments to be imposed upon a 108-unit affordable housing development (the “**Affordable Housing Development**”) to be constructed on the Property for the next fifty-five (55) years, all as specified in the Loan Agreement.
2. To ensure the construction and continued operation of the Affordable Housing Development and as consideration for the Loan, Owner agreed to enter into this Regulatory Agreement, to restrict the development, use and occupancy of the Affordable Housing Development.

3. The term "Owner" as used in this Regulatory Agreement shall include all successors, assigns and transferees of any or all of the Owner's interest in the Affordable Housing Development and the Property.

**NOW, THEREFORE**, Owner, in consideration of the City's Loan to Owner and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby covenants, agrees and declares that the Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants (the "**Covenants**") and that such Covenants shall be binding upon all of Owner's successors, assigns and transferees to the Property, and all leases, tenants, contractors, agents, and all persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

## **COVENANTS**

### **1. Construction, Operation and Maintenance of the Affordable Housing Development.**

Owner, for itself and for any successors-in-interest to and transferees or assigns of the Property, hereby declares and covenants that the Property is restricted to the development and use of the Affordable Housing Development and uses ancillary to such housing and other uses as may be reasonably approved by the City in its sole discretion. The Affordable Housing Development shall be comprised of, at the minimum, the number and size of units, have such occupancy and affordability restrictions and such other characteristics as are described in **Exhibit B, "Affordable Housing Development Description,"** attached hereto and incorporated herein by this reference.

### **2. Repair and Maintenance of the Property and other Building or Improvements of the Affordable Housing Development.** Owner agrees:

- a. To keep the Property in a decent, safe, sanitary, rentable, tenantable condition and repair, and permit no waste thereof;
- b. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;
- c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of the Affordable Housing Development or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;
- d. To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to this Covenant;
- e. To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

- f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the City's prior written consent; and
- g. Not to alter the use of all or any part of the Property without prior written consent of the City.

**3. Restrictions on Sale, Encumbrance, and Other Acts.**

- a. Except with the City's prior written approval, which shall not be unreasonably withheld, Owner shall not make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer in any other form of the Property or the Affordable Housing Development or of any of its interest in either of them.
- b. The City may grant its approval for a sale, transfer or conveyance of the Property or the Affordable Housing Development subject to such terms and conditions as may be necessary to preserve or establish the fiscal integrity of the Property or the Affordable Housing Development.

**4. Charges; Liens.** Owner shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property or to the Affordable Housing Development, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to City all notices of amounts due under this paragraph, and in the event Owner shall make payment directly, Owner shall promptly furnish to City receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens, on the Property or to the Affordable Housing Development, any portion thereof and payments on notes or other obligations secured by an interest in the Property or Affordable Housing Development, any portion thereof, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, provided that Owner does so diligently and without prejudice to City.

**5. Hazard and Liability Insurance and Condemnation.**

- a. The Owner shall at all times keep the Property and the Affordable Housing Development insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the City. All insurance policies and renewals thereof shall be issued by a carrier and in form acceptable to the City.
- b. In the event of any fire or other casualty to the Property or Affordable Housing Development or eminent domain proceedings resulting in condemnation of the Property or Affordable Housing Development or any part thereof, Owner shall have the right to rebuild the Property or the Affordable Housing Development, and, subject to the rights of Senior Lenders, to use all available insurance or condemnation proceeds therefore, provided that, as determined by the City in its sole discretion, (a) such proceeds are sufficient to rebuild the Property or Affordable Housing Development in a manner that ensures continued operation of

the Affordable Housing Development and as consideration for the Loan, (b) the City shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material breach or default then exists under the Loan. If the casualty or condemnation affects only part of the Property or Affordable Housing Development and total rebuilding is infeasible, then, subject to the rights of Senior Lenders, proceeds may be used for partial rebuilding and/or partial repayment of the Loan.

**6. Covenants Run with the Land.** The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

**7. Binding Effect.** Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefor, whether from Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Regulatory Agreement.

**8. Term of Regulatory Agreement.** The Covenants in this Regulatory Agreement shall be binding, effective and enforceable commencing upon the execution of this Regulatory Agreement and shall continue in full force and effect for a period of fifty-five (55) years after a certificate of occupancy or its equivalent has been issued for the Affordable Housing Development by the local jurisdiction or, if no such certificate is issued, from the date of initial occupancy of the Affordable Housing Development.

**9. Building Permits.** Owner agrees not to apply for or accept any permits for the construction of improvements on the Property inconsistent with the Affordable Housing Development as described in **Exhibit B** hereto.

**10. Default.** The following shall constitute a default of this and shall entitle the City to all of the remedies contained herein.

- a. Any failure to perform the Covenants under this Regulatory Agreement, which remains uncured for sixty (60) days following written notice to Owner thereof.

**11. Remedies.** The City and its successors and assigns may use any or all of the following provisions in the event of a default or breach of this Regulatory Agreement. The failure by the City to exercise any specific right or remedy shall not preclude the City from exercising any other

right or remedy, or from maintaining any action to which it may otherwise be entitled at law or in equity:

- a. **Specific Performance.** The development, use and maintenance of the Property as an Affordable Housing Development in accordance with **Exhibit B** attached to this Regulatory Agreement is of a special and unique kind and character, so that a breach of any material provision of this Regulatory Agreement by Owner, its successors, assigns or transferees, would not have an adequate remedy at law. Therefore, the City's rights in the affordable housing provisions may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.
- b. **Injunctive Relief.** In pursuing specific performance of the Covenants, the City shall be entitled to petition the court for injunctive relief to preserve the City's interests in the Property and its rights under this Regulatory Agreement. Such injunctive relief may include, but is not limited to, an order of the court restraining any development of the Property inconsistent with the Covenants made herein.

## 12. **City Review and Inspection.**

- a. At any time during the term of this Regulatory Agreement and upon prior written notice of at least three business days, the City or its designee may enter and inspect the Property and inspect all accounting records pertaining to compliance with this Regulatory Agreement. Upon request by the City, the Owner shall notify occupants of upcoming inspections of their units in accordance with state law.
- b. At the City's request, the Owner shall provide, at Owner's expense, a special audit of the Affordable Housing Development certified by an independent certified public accountant.
- c. The City may request any other information that it deems necessary to monitor compliance with the Covenants and other requirements set forth in this Regulatory Agreement. The Owner shall provide such information within 14 days from the City's written request for such information.
- d. The Owner agrees to regular monitoring of the housing development by the City or such designee the City may name at any time during the term of this Regulatory Agreement, to verify compliance with the requirements of this Regulatory Agreement. The Owner, or designee, shall submit annual reports as required by the City on forms approved or provided by the City, detailing components of the on-going operations of the housing development, as noted in this subsection. The components of annual operations for which reporting is required, which the City retains the right to inspect, or cause to be inspected, include, and are not limited to:
  - (1) The Affordable Housing Development, including interior of units, common areas, and exterior of the development;

- (2) Tenant files, demonstrating compliance with affordability standards under this Regulatory Agreement;
- (3) Financial records, including the right to request a certified financial audit of the revenue, expenses, and operations of the housing development; and
- (4) Insurance records to ensure continuous insurance coverage in accordance with City and Program requirements.

**13. Owner Representations.** Owner represents and warrants to the City that: (1) Owner has sufficient interest in the Property to own, develop, construct and operate the Affordable Housing Development in accordance with this Regulatory Agreement, (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Regulatory Agreement, (3) Owner has the full right and authority to enter into this Regulatory Agreement, (4) this Regulatory Agreement constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms, and (5) Owner is duly organized and authorized to do business in the State of California.

**14. Governing Law.** This Regulatory Agreement shall be interpreted and be governed by the laws of the State of California.

**15. Severability.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

**IN WITNESS WHEREOF,** the Owner has caused this Regulatory Agreement to be signed by its duly authorized representative, as of the day and year first written above.

**OWNER:**

**TRIPOLI CIC, LP,**  
a California limited partnership

By: Pacific Southwest Community Development Corporation,  
a California nonprofit public benefit corporation,  
its Managing General Partner

By: \_\_\_\_\_  
Juan P. Arroyo, Executive Vice President

By: CIC Tripoli, LLC,  
a California limited liability company,  
its Administrative General Partner

By: Chelsea Investment Corporation,  
a California corporation,  
its Manager

By: \_\_\_\_\_  
Cheri Hoffman, President

**All signatures must be acknowledged.**

ADD NOTARY ACKNOWLEDGEMENT

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, 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 THE PROPERTY**

Real property in the City of Coachella, County of Riverside, State of California, described as follows:

PARCEL A:

PARCEL 1:

A PORTION OF LOT 11, SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINES OF BAGDAD AVENUE, AND TRIPOLI WAY; THENCE SOUTH 89° 54' WEST, 272 FEET ALONG THE CENTER LINE OF BAGDAD AVENUE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 54' WEST ALONG THE CENTER LINE OF BAGDAD AVENUE, 356.67 FEET, MORE OR LESS, TO THE EASTERLY LINE OF HIGHWAY 99 AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF HIGHWAY 86, 102.88 FEET; THENCE NORTH 89° 54' EAST, 356.67 FEET; THENCE SOUTH 00° 06' EAST, 102.88 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; EXCEPTING THEREFROM THE SOUTH 30 FEET FOR ROAD PURPOSES; ALSO EXCEPTING THEREFROM THE WESTERLY 17.00 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26947 OF OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE STATE HIGHWAY, AS SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7 PAGE 38 OF RECORD OF SURVEY, RIVERSIDE COUNTY RECORDS, 102.88 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 11; THENCE CONTINUING NORTHERLY ON SAID EAST LINE OF 140.20 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JENNY JEFFERY, ET AL, BY DEED RECORDED APRIL 12, 1929 IN BOOK 804 PAGE 423 OF DEEDS; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 11, 229 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL CONVEYED TO JEFFERY; THENCE NORTH 36° 04' WEST ALONG THE NORTHEASTERLY LINE OF THE JEFFERY PARCEL, 75 FEET TO THE MOST SOUTHERLY CORNER OF THAT

PARCEL CONVEYED TO ROBERT J. FERRAUD BY DEED RECORDED DECEMBER 6, 1972 AS INSTRUMENT

THENCE NORTH 53° 36' EAST ON THE SOUTHEAST LINE OF SAID PARCEL CONVEYED TO FERRAUD AND ITS NORTHEASTERLY EXTENSION, 159.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY; THENCE SOUTH 36° 04' EAST ON SAID SOUTHWESTERLY LINE, 313.43 FEET MORE OR LESS, TO A POINT 142.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11, SAID POINT BEING ON THE NORTH LINE OF THAT CENTER PARCEL CONVEYED TO LEONHARDT SWINGLE AND LEE J. ANDERSON BY DEED RECORDED NOVEMBER 22, 1934 IN BOOK 201 PAGE 555 OF OFFICIAL RECORDS; THENCE NORTH 89° 54' EAST ON SAID NORTH LINE OF THE LEONHARDT-ANDERSON PARCEL, 40 FEET, MORE OR LESS, TO THE NORTHEAST CORNER BEING A POINT ON THE CENTER LINE OF TRIPOLI WAY; THENCE SOUTH 36° 04' EAST TO A POINT WHICH IS 102.88 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH 89° 54' WEST, 566.78 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 20 FEET AS CONVEYED TO THE CITY OF COACHELLA BY DEED RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 26942 OF OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN THE WELL SITE DESCRIBED AS; THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORDS OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS;  
 THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40 FEET;  
 THENCE EAST 43 FEET; THENCE SOUTH 40 FEET; THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 11 IN SECTION 5, TOWNSHIP 6 SOUTH, RANGE 8 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY ON FILE IN BOOK 4 PAGE 53 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SAID LOT 11, 216 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE CENTER LINE OF THE STATE HIGHWAY AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 7 PAGE 38 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS; THENCE NORTH 102.88 FEET TO THE POINT OF BEGINNING;  
 THENCE NORTH 40 FEET; THENCE EAST 43 FEET; THENCE SOUTH 40 FEET;  
 THENCE WEST 43 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 11 IN SECTION 5, T. 6 S., R. 8 E., S.B.B.& M. AS SHOWN BY MAP OF LANDS OF COACHELLA LAND AND WATER COMPANY, ON FILE IN BOOK 4, PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN REAL PROPERTY DESCRIBED IN DEED TO ROBERT J. FERRAUD RECORDED ON DECEMBER 6, 1972 AS INSTRUMENT NO. 161111, OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE;  
THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID REAL PROPERTY OF ROBERT J. FERRAUD, SOUTH 36° 04' 00" EAST, 122.89 FEET TO THE MOST EASTERLY CORNER OF SAID REAL PROPERTY OF ROBERT J. FERRAUD; THENCE NORTH 53° 56' 00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE SOUTHWESTERLY LINE OF TRIPOLI WAY; THENCE NORTH 36° 04' 00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRIPOLI WAY, 122.89 FEET TO SAID SOUTHEASTERLY LINE OF SIXTH STREET;  
THENCE SOUTH 53° 56' 00" WEST, ALONG SAID SOUTHEASTERLY LINE OF SIXTH STREET, 97.77 FEET TO THE POINT OF BEGINNING.

APN: 778-081-003 (Affects Parcel A) and 778-081-001 (Affects Parcel B)

**EXHIBIT “B”**

**AFFORDABLE HOUSING DEVELOPMENT**

**Description of Units**

II.

<b>Tripoli APN: 778-081-001, 778-081-003</b>		<b>51392 Cesar Chavez Coachella CA 92236</b>	
<b>Enter the number of units by bedroom size and income level.</b>			
<b># of Bedrooms</b>	<b># of Units</b>	<b>IIG Restricted</b>	<b>Income Limit (% of AMI)</b>
1	12	12	60%
1	3	3	50%
1	5	5	40%
1	7	7	30%
2	22	22	60%
2	8	8	50%
2	7	7	40%
2	13	13	30%
3	16	16	60%
3	3	3	50%
3	4	4	40%
3	7	7	30%
2	1		manager
<b>Total</b>	108	107	
<b>Net Density (see Guidelines Sec. 302(u))</b>		38.57	

**Other Housing Development Requirements**

- A. The required average net density is 38.57 units per acre.
- B. The proposed or planned amenities shall be completed by the date the Affordable Housing Development is completed.

<b>Amenity Type</b>	<b>Distance (within fractional miles)</b>	<b>Number of Amenities</b>
Public Park	1/2	1
Employment Center	1	1
Retail Center	1	1
Public School or Community College	1/2	1
Social Service Facility	1/2	1
Senior Center or Senior Service Facility	N/A	N/A

- C. The proposed or planned transit stations or major transit stops shall be **completed by the date the Affordable Housing Development is completed.**

<b>Transit Type</b>	<b>Distance (within fractional miles)</b>	<b>Number of Transit Stations or Stops</b>
Transit Station	1/4	1
Major Transit Stop	N/A	N/A

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