

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 16, 2018

Final Decision Date Deadline: May 16, 2018

**STATEMENT OF THE ISSUE:** Residents at Heritage Park at Hilltop Apartments, a 192-unit Low Income Housing Tax Credit (LIHTC) development for individuals age 55 years or older, have voiced concerns about recent rent increases effective July 1, 2018, and issues associated with refuse removal and security of the premises. At the request of the Rent Board Chair, staff members have prepared a report detailing their research and outreach efforts to date to inform a discussion among members of the Board about appropriate next steps for adequately addressing resident concerns – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## INDICATE APPROPRIATE BODY

- |   |  |  |  |   |
|---|--|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                      | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

- |   |  |                                 |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |                                 |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement   | <input checked="" type="checkbox"/> Rent Board As Whole                          |                                 |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                 |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                 |

**RECOMMENDED ACTION:** DISCUSS resident concerns about rent increases, refuse removal and security at Heritage Park at Hilltop Apartments, a Low Income Housing Tax Credit (LIHTC) development located at 3801-3815 Lakeside Drive, Richmond, CA 94806 and PROVIDE direction to staff – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

**H-2.**



# AGENDA REPORT

**DATE:** May 16, 2018

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Nicolas Traylor, Executive Director  
Paige Roosa, Deputy Director

**SUBJECT:** RESIDENT CONCERNS AT HERITAGE PARK AT HILLTOP APARTMENTS

## **STATEMENT OF THE ISSUE:**

Residents at Heritage Park at Hilltop Apartments, a 192-unit Low Income Housing Tax Credit (LIHTC) development for individuals age 55 years or older, have voiced concerns about recent rent increases effective July 1, 2018, and issues associated with refuse removal and security of the premises. At the request of the Rent Board Chair, staff members have prepared a report detailing their research and outreach efforts to date to inform a discussion among members of the Board about appropriate next steps for adequately addressing resident concerns – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## **RECOMMENDED ACTION:**

DISCUSS resident concerns about rent increases, refuse removal and security at Heritage Park at Hilltop Apartments, a Low Income Housing Tax Credit (LIHTC) development located at 3801-3815 Lakeside Drive, Richmond, CA 94806 and PROVIDE direction to staff.

## **FISCAL IMPACT:**

While there is no discernable fiscal impact associated with this discussion item, there may be fiscal impacts associated with actions directed by the Board. For example, if the Board directs staff members to conduct more targeted outreach to these properties, it may be necessary to allocate additional funds to the Community Education line item in the budget.

### DISCUSSION:

#### Background

Heritage Park at Hilltop Apartments is a 192-unit development located at 3801-3815 Lakeside Drive, Richmond, CA 94806. The property is owned by Hilltop Group LP, operating as USA Properties Fund, whose corporate office is in Roseville, CA.

According to the Density Bonus Agreement between the City of Richmond and Hilltop Group LP recorded February 28, 2001, 50% of the Lower Income Household Units must be rented to Senior Citizen Lower Income Households. "Lower Income Household," as defined in the Density Bonus Agreement, means households of Lower Income as defined in Section 50079.5 of the California Health and Safety Code which is a household whose median income is equal to or less than 80% of the area median income, and is considered to be able to afford rent that does not exceed 30 percent of 60 percent of the area median income (Attachment 1.)

Construction of Heritage Park at Hilltop was financed, in part, with \$584,766 in tax-exempt bonds (TCAC # CA-2000-884). According to the Richmond Housing Authority, 94 households at Heritage Park possess a project-based Section 8 Housing Choice Voucher.

At the April 23, 2018, Special Meeting of the Richmond Rent Board and May 1, 2018, Regular Meeting of the Richmond City Council, more than a dozen residents from Heritage Park at Hilltop Apartments voiced their concerns about recent rent increase notices and maintenance on the premises. Specifically, residents commented on the financial burden posed by a rent increase in excess of ten percent, as well as the perceived lack of refuse removal on the premises and inadequacy of security systems.

On November 15, 2017, the Rent Board adopted Regulation 17-01, regarding the exemption of approximately 4,283 governmentally subsidized rental housing units (including the Housing Choice Voucher Program, Project-Based Section 8 Program, Low Income Housing Tax Credit Program, and Supportive Housing for the Elderly Program) from the rent control provisions of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Attachment 2). For this reason, as well as the fact that Heritage Park at Hilltop Apartments was constructed in 2000 and is therefore exempt from rent regulation pursuant to the Costa-Hawkins Rental Housing Act, the Rent Program Department does not currently regulate the Maximum Allowable Rent at Heritage Park at Hilltop Apartments.

#### Overview of the Low Income Housing Tax Credit Program

The Low Income Housing Tax Credit (LIHTC) program is codified in Section 42 of the Internal Revenue Code and exists to support the private construction of affordable housing. Since 1986, the LIHTC program has supported the construction of over two million rental units.

LIHTC is not a subsidy program, but works through the tax code and state treasury agencies. According to their website, the California Tax Credit Allocation Committee “facilitates the investment of private capital into the development of affordable rental housing for low-income Californians. TCAC allocates federal and state tax credits to the developers of these projects. Corporations provide equity to build the projects in return for the tax credits. TCAC verifies that the developers have met all the requirements of the program and ensures the continued affordability and habitability of the developments for the succeeding 55 years.”<sup>1</sup> Land use agreements are recorded against each credit project to ensure compliance. According to the California Housing Partnership Corporation, the LIHTC compliance period for Heritage Park at Hilltop Apartments ends in 2054 (Attachment 3).

### Maximum Rent Levels in LIHTC Properties

The LIHTC program, like other affordable housing programs, links the affordability of a unit to household income; however, unlike *subsidized* housing programs, such as the Section 8 Housing Choice Voucher program, rent adjustments do not account for increase, decreases, or stagnation, in household income.

According to the 2000 LIHTC Program Annual Report<sup>2</sup> (the year Heritage Park at Hilltop was awarded tax-exempt bonds):

*The LIHTC program has both rent and income restrictions. Since 1989, rents on tax credit units cannot exceed 30% of an imputed income based on 1.5 persons per bedroom (i.e., in a two-bedroom unit, the income of a three-person household is used to calculate rent, regardless of the actual family size of the household). Federal Law requires that the initial incomes of households in tax credit units cannot exceed either 60% or 50% of the area median income, adjusted for household size. When a project developer or sponsor is allocated tax credits, they irrevocably elect one of the following minimum federal set-aside requirements:*

- 1. A minimum of 40% of the units must be both rent-restricted and occupied by households whose incomes are 60% or less of the area median gross income, adjusted for family size; or*
- 2. A minimum of 20% of the units must be both rent-restricted and occupied by households whose incomes are 50% or less of the area median gross income, adjusted for family size.*

It is important to note TCAC rent and income limits in Richmond are based on a combined Area Median Income (AMI) for Alameda and Contra Costa Counties, including much wealthier jurisdictions than Richmond. According to the Heritage Park at

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<sup>1</sup> “California Tax Credit Allocation Committee, 2018.” Accessed 5/9/18. <  
<http://www.treasurer.ca.gov/ctcac/tax.asp>>

<sup>2</sup> California Tax Credit Allocation Committee, 2000. “2000 Annual Report.” Accessed 5/9/18. PDF. <  
<http://www.treasurer.ca.gov/ctcac/annual/2000.pdf>>

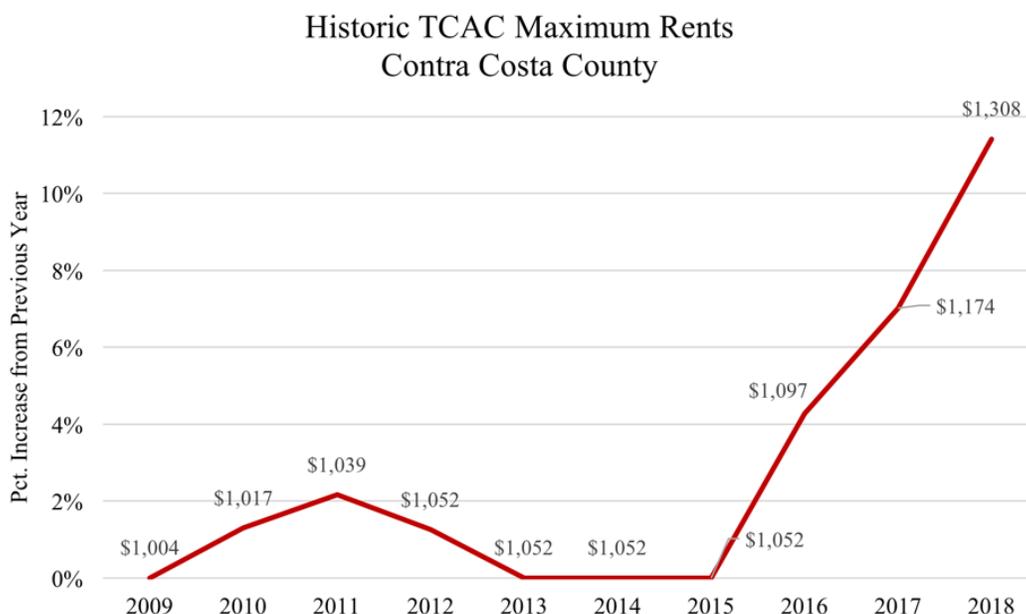
Hilltop 2016-17 Annual Monitoring Report, the average annual income of residents as of the date of most recent certification (all of which took place in 2016 or 2017) was \$23,289 (Attachment 4).

2018 Maximum Rent Levels and Potential Impact on Residents

On April 1, 2018, the California Tax Credit Allocation Committee published the 2018 maximum income levels and maximum rents for rental units in developments constructed utilizing Low Income Housing Tax Credits (LIHTCs). Limits are published by county and are incorporated below.

To understand the magnitude of maximum rent charges in LIHTC properties, staff members examined maximum rent levels for one- and two- bedroom units over the past decade. Staff members discovered that for LIHTC properties placed on the market on or before December 31, 2008, changes in maximum rent levels for one- and two-bedroom units far exceeded rent increases permitted by the Annual General Adjustment, or cost-of-living increase, to which rent-controlled rental units in the City are subject. Specifically, a comparison of 2016, 2017, and 2017 published Maximum Rents indicate 2016 maximum rents were a 4% increase from the prior year; 2017 maximum rents represented a 7% increase from the prior year; and 2018 maximum rents represent a 12% increase from the prior year.

This 12% increase from 2017-2018 is more than three times the Annual General Adjustment rent increase amounts for 2016 and 2017, to which rent-controlled units are subject. It is important to consider that these increases came after six years of minimal increases averaging 1 percent per year. The chart below illustrates how these increases applied to a one bedroom unit rented to a household earning 60% of the AMI.



Source: TCAC Historical Income and Rent Limits, 2018  
<http://www.treasurer.ca.gov/ctcac/compliance/limits.asp>

Revised per HUD Notice  
Effective: April 1, 2018

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE**  
**2018**

**Maximum Income Levels**  
*For Projects Placed in Service on or before 12/31/2008*  
*Including HERA Special Limits*

County	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
<b>CONTRA COSTA</b>								
100% Income Level	\$81,400	\$93,000	\$104,600	\$116,200	\$125,500	\$134,800	\$144,100	\$153,400
60% Income Level	\$48,840	\$55,800	\$62,760	\$69,720	\$75,300	\$80,880	\$86,460	\$92,040
55% Income Level	\$44,770	\$51,150	\$57,530	\$63,910	\$69,025	\$74,140	\$79,255	\$84,370
50% Income Level	\$40,700	\$46,500	\$52,300	\$58,100	\$62,750	\$67,400	\$72,050	\$76,700
45% Income Level	\$36,630	\$41,850	\$47,070	\$52,290	\$56,475	\$60,660	\$64,845	\$69,030
40% Income Level	\$32,560	\$37,200	\$41,840	\$46,480	\$50,200	\$53,920	\$57,640	\$61,360
35% Income Level	\$28,490	\$32,550	\$36,610	\$40,670	\$43,925	\$47,180	\$50,435	\$53,690
30% Income Level	\$24,420	\$27,900	\$31,380	\$34,860	\$37,650	\$40,440	\$43,230	\$46,020

Revised per HUD Notice  
Effective: April 1, 2018

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE**  
**2018**

**Maximum Rents** for Projects From Ceilings Post-1989 and Those from the Pre-1990  
Ceilings That Elected with the Secretary of the Treasury\* to use the Post-1989 Rents  
*\*(See IRC Section 42 - Section 13142(c) of the Omnibus Budget Reconciliation Act of 1993)*  
***For Projects Placed in Service on or before 12/31/2008***  
***Including HERA Special Limits***

County	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR
<b>CONTRA COSTA</b>						
100% Income Level	\$2,034	\$2,180	\$2,614	\$3,020	\$3,370	\$3,718
60% Income Level	\$1,221	\$1,308	\$1,569	\$1,812	\$2,022	\$2,231
55% Income Level	\$1,119	\$1,199	\$1,438	\$1,661	\$1,853	\$2,045
50% Income Level	\$1,017	\$1,090	\$1,307	\$1,510	\$1,685	\$1,859
45% Income Level	\$915	\$981	\$1,176	\$1,359	\$1,516	\$1,673
40% Income Level	\$814	\$872	\$1,046	\$1,208	\$1,348	\$1,487
35% Income Level	\$712	\$763	\$915	\$1,057	\$1,179	\$1,301
30% Income Level	\$610	\$654	\$784	\$906	\$1,011	\$1,115

### Actions Undertaken by Rent Program Staff Members to date

In response to concerns voiced by residents of Heritage Park, Rent Program staff members have taken the following actions:

- Communicated with the Vice President of Operations and Regional Manager of USA Properties Fund about the concerns voiced by residents at the Rent Board and City Council meetings and inform them of the Rent Board's intent to discuss this matter at the Regular Meeting in May;
- Participated in a meeting with residents hosted by Vice Mayor Willis to more fully understand their concerns;
- Scheduled a meeting on Friday, May 18, 2018, to discuss the new rent maximums published by TCAC with affordable housing providers; and,
- Referred legal concerns to Centro Legal de la Raza for follow up.

In addition, staff members are in the process of organizing monthly calls with affordable housing stakeholders to discuss relevant issues specific to affordable housing providers and managers.

At their meeting in June, Rent Boardmembers are scheduled to receive a presentation from Philip Verma, a Rent Program Graduate Student Fellow, concerning research and recommendations for ways in which the Rent Program can support residents and providers of affordable housing in Richmond.

### Conclusion

According to the California Tax Credit Allocation Committee Compliance Program Manager, TCAC does not regulate the frequency or the percentage of changes in the maximum rent for LIHTC units; it only provides a rent limit that an owner cannot exceed. LIHTC property owners may raise rent any time during the lease period if the limit is not exceeded. As such, without additional limitations on the amount of the rent increase that can be imposed at any one time, low-income tenants on fixed incomes, such as the residents of Heritage Park at Hilltop Apartments, may experience "rent shock" that results in potential displacement or significant financial hardship.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Density Bonus Agreement between the City of Richmond and Hilltop Group, L.P., dated February 28, 2001

Attachment 2 – Rent Board Regulation 17-01

Attachment 3 – Affordable Housing Matrix

Attachment 4 – 2016-17 Heritage Park at Hilltop Annual Monitoring Report (tenant names and unit numbers redacted)

Recording requested by and when recorded mail to:

Planning Manager  
Richmond Planning Dept  
2600 Barrett Avenue  
Richmond, CA 94804



CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
DOC- 2001-0047030-00

Wednesday, FEB 28, 2001 14:30:27  
FRE \$0.00

Ttl Pd \$0.00

Nbr-0000267184

rcc/R9/1-21

Free Recording Requested  
In Accordance With  
Government Code 6103

DENSITY BONUS AGREEMENT

This Density Bonus Agreement (this "Agreement") is made between the City of Richmond ("City") and Hilltop Group, L.P., a California Limited Partnership ("Owner") and is dated for reference purposes September 20, 1999. The Owner has requested and the City has authorized a project density not to exceed 192 Units, as that term is defined herein, at a ratio of 45 Units per net acre subject to the terms and conditions of this Agreement. The density bonus relates to a multifamily rental housing project known as Heritage Park at Hilltop and located on the real property legally described in Exhibit A of this Agreement, attached hereto and incorporated herein consisting of approximately 5.808 acres, with a street address of 3801 Lakeside Drive, Richmond, California 94806 and bearing Assessor's Parcel Number 405-373-022,008 (the "Project"). This Agreement is intended to constitute the agreement required by City Municipal Code Section 15.04.810.057. Accordingly, in consideration of the density bonus and the requirements of the City Municipal Code, the Owner and the City hereby agree as follows:

Section 1. Definitions.

a. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the following meanings:

"Affordable Housing Units" means housing units affordable to Low Income Households and Very Low Income Households through the Affordable Housing Density Bonus program pursuant to California Government Code Section 65915.

"Agreement" means this Regulatory Agreement between the City and the Owner.

"Area Median Gross Income" means the median gross income of the area in which the Project is located as published by the California Department of Housing and Community Development ("HCD"), including adjustments for family size.

"Assumption Agreement" shall have the meaning assigned in Section 13 hereof.

"Code" means those provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto.

"Compliance Period" means the period of 30 consecutive taxable years beginning with the Effective Date.

"Effective Date" means the date the Project first receives occupancy permits.

"Gross Rent" means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Code and prescribed by HCD. If the Tenant pays utilities directly, Gross Rent shall include any utility allowance prescribed by the Secretary and HCD.

"Income" means the income of a Tenant determined in a manner consistent with HCD requirements.

"Lower Income Household" means households of Lower Income as defined in Section 50079.5 of the California Health and Safety Code which is a household whose median income is equal to or less than 80% of the area median income, and is considered to be able to afford rent that does not exceed 30 percent of 60 percent of the area median income.

"Low-income" means, with respect to any Tenant, an income level not exceeding 50% or 60% of Area Median Gross Income, as provided in Section 4b hereof.

"Low-income Tenant" means a Tenant who, when the Tenant originally occupied the Unit, had an income qualifying as Low-Income. For so long as the Tenant occupies the particular Unit, the Tenant will remain a Low-Income Tenant if the Tenant's Income, upon the most recent income certification, does not exceed 140% of Low-Income.

"Low-Income Unit" means a Unit in the Project that is occupied by a Low-Income Tenant, is Rent-Restricted and meets the other requirements of Section 42 of the Code.

"Municipal Code" means the City Municipal Code.

"Owner" means Hilltop Group, L.P., a California Limited Partnership, or successors.

"Project" means the residential rental housing project known as Heritage Park at Hilltop and located on the real property described in Exhibit A.

"Qualified Low-Income Housing Project" means a residential rental project meeting the requirements of Section 4 hereof.

"Rent-Restricted" means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2),(C) of the Code.

"Secretary" means the Secretary of the Treasury of the United States.

"Senior Citizens" means Qualifying Residents as defined in Section 51.2 of the California Civil Code as meaning individuals of age 55 or older if living in a senior citizen Housing Development other than a mobile home.

"Service" means the United States Internal Revenue Service and any successor thereto.

"Tax Credit" means the low-income housing tax credit under the provisions of Section 42 of the Code.

"Tenant" means the individual or individuals entitled to occupy a Unit in the Project by lease or other legal relationship with the Owner.

"Unit" means any unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided, however, that single room occupancy units used on a nontransient basis may be treated as Units.

"Very Low Income Household" means households of very low income as defined in Section 50105 of the California Health and Safety Code which is a household whose median income is equal to or less than 50% of the Area Median Gross Income and is considered to be able to afford rent that does not exceed 30 percent of 50 percent of the area median income.

b. Any term or phrase which is used in this Agreement and not defined herein shall have the meaning, if any, assigned thereto in Section 42 of the Code. Any term or phrase which is defined herein shall, unless the context shall clearly indicate otherwise, be interpreted in a manner consistent with the provisions and requirements of Section 42 of the Code and the Municipal Code.

Section 2. Term.

a. This Agreement shall terminate on the last day of the Compliance Period (the "Term").

b. Notwithstanding subsection a. of this Section 2, this Agreement shall terminate with respect to any building in the Project on the date such building is acquired by foreclosure or instrument in lieu of foreclosure unless the Secretary determines that such acquisition is part of an arrangement a purpose of which is to terminate such period; provided, however, that, except for eviction for good cause, the Tenant of any Low-Income Unit shall be entitled to occupy such Unit in accordance with the provisions of this Agreement for a period of three years following such termination.

Section 3. Filing. This Agreement shall be recorded prior to issuance of occupancy permits as a restrictive covenant in the official records of the County of Contra Costa in which the Project is located.

Section 4. Qualified Low-Income Housing Project.

a. The Owner shall maintain the Project in compliance with the Municipal Code throughout the Term of this Agreement. To this end, and without limitation, the Owner shall:

(i) operate the Project such that 50% of the total Lower Income Household Units, or 95 Units, will be rented to Senior Citizen Lower Income Households;

(ii) assure that Units in the Project are (A) available for use by the general public, (B) suitable for occupancy and (C) used on other than a transient basis; and

(iii) vacant Units shall be marketed in a commercially reasonable manner and shall be offered on a first come first served basis subject to the terms and conditions of this Agreement all in accordance with City Affirmative Marketing Policies and Procedures attached hereto as Exhibit B and incorporated herein by reference.

(iv) operate the Project such that 34 of the above referenced 95 Units will be two bedroom Units and 61 units will be one bedroom Units located throughout the Project.

b. The Owner may not refuse to lease a Unit in the Project to a prospective Tenant who holds a voucher or certificate of eligibility for assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended, because of the status of such prospective Tenant as the holder of such voucher or certificate.

c. The Project shall be a single phase project and initial occupancy shall occur on or before 18 months from the Effective Date.

*Is TCAC monitoring for senior-status?*

Section 5. Annual Determinations: Low-Income Units. Upon initial occupancy at least annually thereafter, the Owner shall determine and certify the Income of each Tenant and shall maintain books and records all in compliance with California Tax Credit Allocation Committee section 10337 attached hereto as Exhibit C and incorporated herein by reference. If, upon any such annual certification, the Tenant of a Senior Citizen Lower Income Household Unit who was, at the last income certification, a Senior Citizen Lower Income Household, is found no longer to be a Senior Citizen Lower Income Household, such Unit will continue to be treated as a Senior Citizen Lower Income Household Unit until the next available Unit of comparable or smaller size in the Project (i) is rented to a person who is not a Senior Citizen Lower Income Household Tenant or (ii) is rented without being Rent-Restricted. A Senior Citizen Lower Income Household Unit that has been vacated will continue to be treated as a Senior Citizen Lower Income Household Unit provided that (I) reasonable attempts are made to rent the Unit and (II) no other Units of comparable or smaller size in the Project are rented to persons who are not Senior Citizen Lower Income Household Tenants or are rented without being Rent-Restricted. In no case will a Unit be treated as a Senior Citizen Lower Income Household Unit if all the Tenants of the Unit are students (as determined under Section 151(c)(4) of the Code), none of whom is entitled to file a joint income tax return; provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code, or any successor to such provision, as applicable to the Project.

Section 6. Compliance Monitoring. The Owner acknowledges that the City including the Richmond Redevelopment Agency may monitor the Owner's and the Project's compliance with the requirements of this Agreement. The Owner agrees (I) to maintain records that substantiate and document such compliance, and (II) to take all actions and provide all information reasonably required by the City or the Richmond Redevelopment Agency to monitor such compliance.

Section 7. Notification of Noncompliance. The Owner agrees to notify the City or the Richmond Redevelopment Agency if there is a determination by the Service that the Project is not a "qualified low-income housing project" within the meaning of Section 42(g) of the Code. Notification to the City or the Richmond Redevelopment Agency will be made within ten business days of receipt of any such determination.

Section 8. Remedies. In the event the Owner defaults in its obligations under this Agreement and such default is not cured within a reasonable time period, the remedies of the City and the Tenants shall include, but are not limited to, the following:

- a. applying to any court for specific performance of any of the obligations herein set forth;
- b. securing the appointment of a receiver to operate the Project in a manner consistent with this Agreement, including subsections a and b of this Section 9;
- c. suit against the Owner for damages or for the disgorgement of rents collected in excess of those which would have been received had the owner complied with the requirements of this Agreement; and
- d. such other relief as may be appropriate.

Section 9. Enforceability. This Agreement may be enforced by the City or its designee. The City, or its designee, shall be entitled to reasonable attorneys' fees and other legal costs in any judicial or administrative action in which such party shall prevail.

Section 10. No Conflicting Agreements. The Owner warrants that it is not bound by and will not execute any other agreement with provisions that bind it to violate the provisions of this Agreement; provided, however, that this Agreement may be subordinated, if required, to any lien or encumbrance of any banks or other institutional lenders to the Project.

Section 11. Successors Bound. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Project or any interest therein, and the City and its successors and assigns, for the Term of this Agreement, without regard to whether any such parties shall have executed an Assumption Agreement with respect hereto. Upon termination of this Agreement, the covenants and

conditions contained herein shall expire, except that the requirement of Section 2c hereof, with respect to the continuation of occupancy and rent restrictions for three years following certain termination of this Agreement, shall remain in effect.

Section 12. Amendments; Waivers. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except-by written agreement executed and acknowledged by each of the parties hereto including the City or their successors and duly recorded in the official records of the county in which this Agreement is recorded. Any waiver of any provision of this Agreement shall not be deemed to be an amendment hereof.

Section 13. Assignment by Owner. The Owner may not sell or otherwise dispose of any portion of any building in the Project unless it disposes of the entire building to the same person. Upon sale or transfer of the Project, the Owner shall be relieved of all obligations under the Agreement and the transferee shall succeed to and be bound by all of the Owner's rights and obligations. Prior to any transfer of the Project, the Owner shall notify the City and provide the name(s) and address(es) of the prospective successor owner and operator. The Owner shall require, as a condition precedent to any sale, transfer or exchange or any other disposition of the Project prior to termination of this Agreement, that the purchaser or successor assume, in writing, in an Assumption Agreement acceptable to the City, the Owner's obligations hereunder and under Section 42 of the Code and applicable regulations, which Assumption Agreement shall be delivered to the City in executed, recordable form prior to any such sale, transfer or exchange. The Owner agrees that any sale, transfer or exchange of the Project without execution of an Assumption Agreement or otherwise in contravention of the provisions of this Section 14 shall be voidable at the discretion of the City. Changes in the constituents of the Owner shall not constitute a default under this Agreement.

Section 14. Notices. All notices, certificates or other communications shall be sufficiently given and shall be deemed received on the second day following the date on which the same have been mailed by certified mail, postage prepaid, or sent by other method which produces evidence of delivery thereof, addresses as follows:

To the City:

Richmond Redevelopment Agency and  
330 25th Street  
Richmond, CA 94804  
(510) 307-8140

To the Owner:

Hilltop Group, L.P.  
1740 E. Garry Ave., Suite 105  
Santa Ana, CA 92705

The City and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

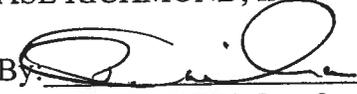
Section 17. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

HILLTOP GROUP, L.P., a California limited partnership

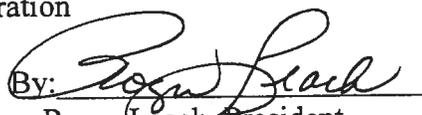
By: General Partner

By: ASL RICHMOND, INC.

By:   
Roger Davila, V. P. - Operations

By: General Partner

By: VALLEY WEST AFFORDABLE HOUSING CORPORATION, a California corporation

By:   
Roger Leach, President

CITY OF RICHMOND

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

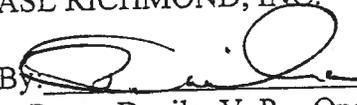
\_\_\_\_\_  
City Attorney

The City and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 17. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

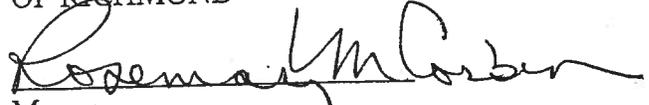
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

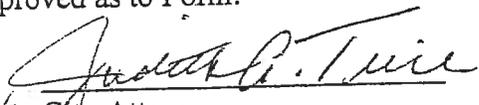
HILLTOP GROUP, L.P., a California limited partnership

By: General Partner  
By: ASL RICHMOND, INC.  
By:   
Roger Davila, V. P. - Operations

By: General Partner  
By: VALLEY WEST AFFORDABLE HOUSING CORPORATION, a California corporation  
By:   
Roger Leach, President

CITY OF RICHMOND

By:   
Mayor  
Attest:   
City Clerk

Approved as to Form:  
  
Asst. City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

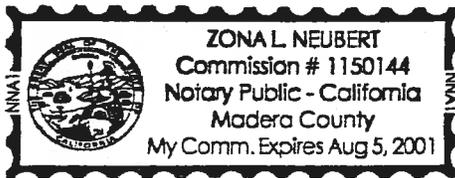
State of California

County of Madera

On Jan. 3, 2000 before me, Zona L. Neubert  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Roger Leach  
NAME(S) OF SIGNER(S)

personally known to me - **OR** -  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.



WITNESS my hand and official seal.

Zona L. Neubert  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

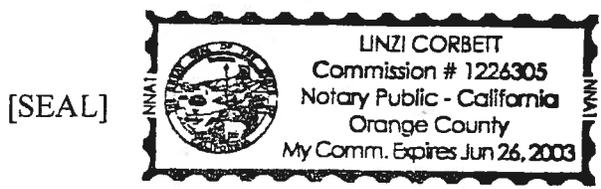
\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On this 21 day of Dec in the year 1999 before me, Linzi Corbett  
personally appeared Roger Davilla, personally known to me (or 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.

Given under my hand and official seal this 21 day of Dec, 1999



*Linzi Corbett*  
Notary Public

My Commission Expires:  
6/26/2003

STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF CONTRA COSTA    )

On July 31, 2000, before me, LINDA L. THOMAS, a Notary Public in and for the State, personally appeared ROSEMARY M. CORBIN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacities, and that her signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the same.

Witness my hand and official seal.



*Linda L. Thomas*  
\_\_\_\_\_  
LINDA L. THOMAS  
Notary Public

[attached to Density Bonus Agreement between City of Richmond and Hilltop Group, L.P., dated September 20, 1999. Ms. Corbin executed as Mayor of the City of Richmond.]



**Exhibit A**

4. The land referred to in this Commitment is described as follows:

REAL PROPERTY in the City of Richmond, County of **Contra Costa**, State of California, described as follows:

Parcel L-3 and a portion of Parcels L and L-1 as shown on the Parcel Map MS 770-80, filed March 25, 1982, in Book 100 of Parcel Maps, at Page 16, Contra Costa County Records, described as follows:

Beginning at a point in the westerly line of Lakeside Drive which bears South 29° 39' 56" West, 27.00 feet from the City of Richmond Standard Street Monument in Lakeside Drive at the South end of the Course "N 38° 30' 04" West, 226.86 feet, M-M", as said Monument and Course are shown on Parcel Map MS 770-80, recorded March 25, 1982 in Book 100 of Parcel Maps, at Page 16, Contra Costa County Records.

Running thence along the westerly line of Lakeside Drive, along the arc of a curve to the right, the Center of which bears South 29° 39' 56" West, 37.00 feet, through a central angle of 62° 05' 24", an arc distance of 40.10 feet; thence along the arc of a tangent curve to the left, the radius of which is 57 feet, through a central angle of 174° 46' 20", an arc distance of 173.87 feet; thence, leaving said westerly line of Lakeside Drive and running easterly along the arc of a curve to the left, the center of which bears North 05° 32' 53" East, 332.00 feet, through a central angle of 7° 09' 47", an arc distance of 41.51 feet to the easterly corner of Lot L-3; thence South 35° 50' 12" East, 210.26 feet to the northerly line of Hilltop Mall Road; thence westerly along said northerly line South 60° 00' 00" West, 117.12 feet; thence along the arc of a tangent curve to the left, the radius of which is 782 feet, through a central angle of 19° 37' 38", an arc distance of 267.88 feet; thence leaving said northerly line and proceeding westerly along the arc of a tangent curve to the right, the radius of which is 40 feet, through a central angle of 84° 20' 42", an arc distance of 58.88 feet to the northerly line of Hillview Drive; thence along said northerly line, tangent to the preceding course, North 55° 16' 56" West, 32.20 feet; thence westerly along the arc of a tangent curve to the left, the radius of which is 841 feet, through a central angle of 19° 00' 00", an arc distance of 278.89 feet; thence, tangent to the preceding course, North 74° 16' 56" West, 50.13 feet; thence, leaving said northerly line and proceeding along the arc of a tangent curve to the right, the radius of which is 40 feet, through a central angle of 90° 00' 00", an arc distance of 62.83 feet to the easterly line of Hilltop Drive; thence, along said easterly line, tangent to the preceding course, North 15° 43' 04" East, 2.26 feet; thence, along the arc of a tangent curve to the left, the radius of which is 1,051 feet, through a central angle of 19° 03' 17", an arc distance of 349.53 feet; thence, leaving said easterly line and running North 73° 19' 56" East, 243.51 feet to the westerly line of Lakeside Drive; thence, along said westerly line, southeasterly along the arc of a curve to the left, the center of which bears North 68° 36' 36" East, 332.00 feet, through a central angle of 38° 56' 40", an arc distance of 225.66 feet, to the point of beginning.

Said Parcel is also shown on the Lot line adjustment, Resolution No. 86-6, recorded December 5, 1986, Series No. 86-219963, Official Records.

EXCEPTING THEREFROM:

"Excepting and reserving to Grantor, its successors and assigns all oil, gas and other hydrocarbons, geothermal resources as defined in Section 6903 of the California Public Resources Code and all other minerals, whether similar to those herein specified or not, within or that may be produced from the property and the adjoining streets, roads and highways; provided, however that all rights and interest in the surface of the property are hereby conveyed to Grantee, no right or interest of any kind therein, express or implied, being excepted or reserved to Grantor except as hereinafter expressly set forth, and provided further that Grantor shall not, in exercising such rights, do anything which will damage the surface of the property or any structures thereon, and shall not conduct any drilling or other operations of any kind in the five hundred (500) feet below the surface of the property.

Also excepting and reserving to Grantor, its successors and assigns, the sole and exclusive right from time to time to drill and maintain wells and supporting works into or through the property and the adjoining streets, roads and highways below a depth of five hundred (500) feet and to produce, inject, store and remove from and through such wells or works, oil, gas, water and other substances of whatever nature, including the right to perform below said depth any and all operations deemed by Grantor necessary or convenient for the exercise of such" as rights reserved in the Deed from Standard Oil Company of California, recorded November 12, 1973, Book 7089, Page 131, Official Records.

A.P.Nos.: 405-373-008 and 022

\*\*\*\*

## Attachment A

## CITY OF RICHMOND, CALIFORNIA

AFFIRMATIVE MARKETING POLICIES AND PROCEDURES**Statement of Policy:**

In accordance with HOME regulations (Section 92.351 (b)) and in furtherance of the City of Richmond's commitment to non-discrimination and equal opportunity in housing, the City of Richmond has established procedures to affirmatively market units rehabilitated and constructed under the HOME program. These procedures are similar to previous HUD approved policies and procedures for the City's Rental Rehabilitation Program.

The City of Richmond is committed to the goals of affirmative marketing which will be implemented in the HOME Program through a specific set of steps that the City and participating owners and community housing development organizations (CHDOs) will follow. These goals will be reached through the following procedures:

**Informing the public, potential tenants, and owners about Federal fair housing laws and affirmative marketing policies;**

Through its Redevelopment Agency/Housing & Community Development Division, the City of Richmond will inform the public, potential tenants and homeowners, and property owners about this policy and fair housing laws.

The City of Richmond's Redevelopment Agency in cooperation with participating CHDOs will:

**inform the general public by:**

placing a public notice in the West County Times and the Oakland Tribune

**inform potential tenants by:**

providing informational flyers about the rehabilitation programs to tenants in buildings scheduled for rehabilitation

**inform potential homeowners by:**

distributing informational flyers about first-time homebuyer opportunities through neighborhood councils, churches, private industry council office, Contra Costa County Legal Services Foundation, participating non profit and CHDOs and public service announcements and news articles on home-ownership opportunities

**inform owners by:**

mailing letters to property owners who will participate in the program

Requirements for owners and community housing development organizations to inform the general renter public and first-time homebuyers about available rehabilitated and newly constructed units;

It is the City of Richmond's policy to require substantial steps by project owners (including CHDOs) to carry out affirmative marketing. Owners should provide for costs associated with these requirements in their planned operating costs and City's subsidy decisions, which by necessity will take these costs into account. Owners of small projects, with limited management staff, may seek waivers of these requirements on a case by case basis from the City. The City will carry out the following requirements when waivers are given:

If it is feasible to advertise in advance of selecting a tenant, without holding units off the market, participating property owners will be required to make information on the availability of units known through:

the placement of flyers describing the availability of units in the offices of the Department of Housing and Community Development;

advertisements in the West County Times (applies only to projects of five or more units);

notifying the Richmond Housing Authority, requesting that staff inform applicants on its waiting list about upcoming vacancies.

The City will emphasize to owners that to the extent feasible without holding units off the market, they make information about upcoming vacancies to the general public after special outreach efforts are underway.

### **Special Outreach**

To inform and solicit applications from persons in the housing market area who are not likely to apply for units without special outreach, the City of Richmond has established methods which property owners (including CHDOs) must use in order to reach this objective.

Owners should contact the Richmond Housing Authority which will inform applicants on its waiting list about the available vacancies.

Owners should contact the Redevelopment Agency which will, in turn, will inform potential applicants of agencies who can inform them of available vacancies.

Owners should contact community organizations such as neighborhood councils, churches, fair housing groups, churches and appropriate local organizations to advise of the availability of units and homeownership opportunities for first-time homebuyers.

The City will require that owners begin their special outreach activities immediately upon learning that a vacancy will occur. Owners of rental property have been asked to request a 30-day notification from tenants intending to move so that special outreach to Blacks, Hispanics and Vietnamese can begin before notification to the general public. While owners may not always have early notice from tenants, we hope the 30-day period will be the norm.

### **Recordkeeping**

The City of Richmond will require that owners (including CHDOs) keep records on:

1. the racial, ethnic, and gender characteristics of tenants and applicants;
2. activities undertaken to inform the general renter and first-time homebuyer public; specifically
  - a. copies of advertisements placed in the West County Times
  - b. copies of flyers or other printed informational material used to announce rental or first-time homeownership opportunities
  - c. dates on which the owner contacted the Redevelopment Agency Housing and Community Development Division
  - d. dates on which the owner contacted the Richmond Housing Authority
3. activities to be undertaken for special outreach.

### **Assessment and Corrective Action**

The affirmative marketing efforts of property owners will be assessed by the Department of Community Development as follows.

#### **To determine if good faith efforts have been made:**

Examine records we have required owners to maintain on action they have taken and compare them with the actions they were required to take. If we find that the required actions have been carried out as specified, we will assume that the owners have made good faith efforts to carry out these procedures.

#### **To determine results:**

Assess property owners's affirmative marketing efforts in relation to whether or not persons from the variety of racial and ethnic groups in the Richmond area have, in fact, applied for and/or become tenants in the rehabilitated units. If we find they have, we will assume that owners have carried out procedures two and three effectively;

## EXHIBIT C

Tax Credit Allocation Committee Compliance Section 10337

- (c) Compliance monitoring procedure. As required by Section 42(m), allocating agencies are to follow a compliance monitoring procedure to monitor all Credit projects for compliance with provisions of Section 42. The procedure does not address documents, forms and other records that may be required of the project owner by the IRS. Compliance with Section 42 is the sole responsibility of the owner of the building for which the Credit is allowable. The Committee's obligation to monitor projects for compliance with the requirements of Section 42 does not place liability on the Committee for any owner's noncompliance, nor does it relieve the owner of its responsibility to comply with Section 42. The Committee's compliance monitoring procedure is based upon current regulations issued by the IRS effective June 30, 1993, as follows:
- (1) Record keeping. The owner of a Credit project is required to retain records for each qualified low income building in the project for each year in the compliance period showing: the total number of residential rental units in the building (including the number of bedrooms, and unit size in square feet); the percentage of residential rental units in the building that are low-income units; the rent charged for each unit (including utility allowance); the number of household members in each unit; notation of any vacant units; move-in dates for all units; tenant's (i.e., household) income; documentation to support each household's income certification; the eligible basis and qualified basis of the building at the end of the first year of the Credit period; and, the character and use of any nonresidential portion of the building included in the building's eligible basis.
  - (2) Record Retention. For each qualified low-income building in the project, and for each year of the compliance period, owners and the Committee are required to retain records of the information described above in "record keeping requirements."
    - (A) Owners shall retain documents according to the following schedule:
      - (i) for at least six years following the due date (with extensions) for filing the federal income tax return for that year (for each year except the first year of the Credit period) and,
      - (ii) for the first year of the Credit period, at least six years following the due date (with extensions) for filing the federal income tax return for the last year of the compliance period of the building.
    - (B) The Committee shall retain records of noncompliance, or failure to certify, for at least six years beyond the Committee's filing of the respective IRS noncompliance Form 8823. Should the Committee require submission of copies of tenant certifications and records, it shall retain them for three years from the end of the calendar year it receives them. Should it instead review tenant files at the management office of the subject project, it shall retain its review notes and any other pertinent information for the same three-year period. The Committee shall retain all other project documentation for the same three-year period.
  - (3) Certification requirements. Under penalty of perjury, a Credit project owner is required to annually, during each year of the compliance period, meet the certification requirements of U.S. Treasury Regulations 26 CFR 1.42-5(c), in addition to the following requirements:
    - (A) the project met all terms and conditions recorded in its Regulatory Agreement, if applicable;

- (B) the applicable fraction (as defined in IRC Section 42(c)(1)(B) met all requirements of the Credit allocation as specified on IRS Form(s) 8609 (Low-Income Housing Credit Allocation Certification);
  - (C) no change in ownership of the project has occurred during the reporting period;
  - (D) the project has not been notified by the IRS that it is no longer a "qualified low-income housing project" within the meaning of Section 42 of the IRC;
  - (E) no additional tax-exempt bond funds or other Federal grants or loans with interest rates below the applicable federal rate have been used in the Project since it was placed in service; and,
  - (F) report the number of units that were occupied by Credit eligible households during the reporting period.
- (4) Status report, file and site inspection. Pursuant to current IRS regulations, the Committee, or its designee, shall annually perform tenant file inspections on a minimum of twenty percent (20%) of all occupied projects, and shall review and inspect the annual income certification and supporting documentation, rent records, utility allowance documentation and any other information, of at least twenty percent (20%) of the units in said projects. Each year the Committee shall select projects for which site inspections will be conducted. The projects shall be selected using guidelines established by the Executive Director for such purpose. Advance notice shall not be given of the Committee's selection process, or of which tenant records will be inspected at selected projects; however, an owner shall be given reasonable notice prior to a project inspection.
- (A) A Notice of Intent to Conduct Compliance Inspection and a Project Status Report (PSR) form will be delivered to the project owner within a reasonable period before an inspection is scheduled to occur. The completed PSR form shall be submitted to the Committee by the owner prior to the compliance inspection. The Committee will review the information submitted on the PSR for compliance with income, rent and other requirements prior to performing the tenant file inspection.
  - (B) In addition, each project undergoing a file inspection may be subject to a physical inspection to assure compliance with codes and for habitability. Unit inspections shall not be performed unless deferred maintenance of the project common areas suggests that units may not be fit for occupancy. Owners shall be notified of the inspection results.
  - (C) The Committee may perform its status report, file inspection procedures and physical inspection on Credit projects even if other governmental agencies also monitor those projects. The Committee's reliance on other review findings may alter the extent of the review, solely at the Committee's discretion and as allowed by IRS regulations. The Committee may rely on reports of site visits prepared by lenders or other governmental agencies, at its sole discretion. The Committee shall, whenever possible, coordinate its procedures with those of other agencies, lenders and investors.
  - (D) Should IRS compliance monitoring regulations change and impose additional responsibilities on the Committee, the Committee shall follow such regulations without being first required to change this section. The Committee shall, however, notify all project owners in a timely manner of any such requirements that may be imposed by the IRS.

- (5) Notification of noncompliance. The Committee shall notify owners in writing if the owner is required to submit documents/information related to the inspection of tenant files. If the Committee does not receive the information requested, is not permitted or otherwise is unable to inspect and review project files, or discovers noncompliance with Section 42 as a result of its review, the owner shall be notified in writing before any notice is sent to the IRS.
- (6) Correction period. It is the intention of the Committee that owners be given every reasonable opportunity to correct any noncompliance. Owners shall be allowed an opportunity to supply missing tenant file documents or to correct other noncompliance within a correction period no longer than ninety (90) days from the date of written notice by the Committee to the owner. With good cause, the Committee may grant up to a six-month extension of the correction period upon receipt of a written justification from the owner.
- (7) IRS and FTB notification. All instances of noncompliance, whether corrected or not, shall be reported by the Committee to the IRS. This shall be done within forty-five (45) days following the termination of a correction period allowed by the Committee, pertaining to IRS Form 8823.

**END OF DOCUMENT**

**RICHMOND RENT BOARD REGULATION 17-01  
Regarding the Exemption of Certain Rental Units from Rent Control (RMC 11.100.070)**

**1. Purpose**

The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance (“Ordinance”) provides that rental units in which governmentally subsidized Tenants reside are exempt from the rent control provisions of the Ordinance only if applicable federal, state or administrative regulations specifically exempt such units from municipal rent control. Section 11.100.030 (d)(3), Richmond Municipal Code. The purpose of this Regulation is to clarify the exemption from the rent control provisions of the Ordinance to certain rental units in which governmentally subsidized tenants reside because the rents for these units are already regulated through governmental regulation. Such units would still be subject to the just cause provisions of the Ordinance under Section 11.100.050.

**2. Rental Units in Which Governmentally Subsidized Tenants Reside That are Exempt from the Rent Control Provisions of the Ordinance**

The following rental units are exempt from the rent control (RMC 11.100.070), but not the just cause for eviction (RMC 11.100.050) provisions of the Ordinance.

- A. Rental units in which a tenant household holds a Section 8 Housing Choice Voucher and where the rent not does exceed the Payment Standard as published by the U.S. Department of Housing and Urban Development.
- B. Rental units for which the rent is subsidized by the Project-Based Section 8 Program
- C. Rental units that are “rent restricted” in a Low Income Housing Tax Credit Program Project. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.
- D. Rental units for which the rent is subsidized by the Section 202 Supportive Housing for the Elderly Program
- E. Rental units that are “rent restricted” under a regulatory agreement between a governmental agency and a property owner. “Rent Restricted” means the rent charged for the unit is affordable for a qualifying Tenant pursuant to the Regulatory Agreement.

**3. Other Rental Units That are Exempt from the Rent Control Provisions of the Ordinance**

In addition to rental units that are exempt from rent control under Section 11.100.100.030 (d)(1)(2)(4) (5) and (6), Richmond Municipal Code, as implemented by Rent Board Regulation 17-03, rental units which a governmental unit, agency or authority owns, operates or manages are exempt from the rent control provisions of the Ordinance. Section 11.100.030 (d)(3), Richmond Municipal Code.

**4. Exemption Only Applies if Rental Unit is in Compliance with Applicable Laws and Regulations**

The exemption from rent control (RMC 11.100.070) as described in Section 2 of this Regulation 17-01 only applies so long as the rental unit is in compliance with all applicable laws and regulations, and for which there is in effect (a) a tenant with a Section 8 Housing Choice Voucher in the rental unit, (b) the rental unit is in a Project-Based Section 8 Program, and/or (c) the rental unit is rent restricted under a regulatory agreement and/or declaration of restrictive covenants.



CITY OF RICHMOND, CALIFORNIA  
DRAFT EXISTING DEED-RESTRICTED AFFORDABLE HOUSING

Basic Information				Subsidy Type(s) and Expiration											Ownership and Management	
DEVELOPMENT NAME	ADDRESS	YEAR BUILT (a)	APN	PROJECT-BASED SECTION 8: Direct Contract with HUD	SECTION 8 CONTRACT EXPIRATION	TENANTS WITH A HOUSING CHOICE VOUCHER (TENANT-BASED SECTION 8)	SECTION 202 UNITS	SECTION 42 (LIHTC) UNITS	SECTION 236 UNITS	PUBLIC HOUSING UNITS/UNITS OWNED BY THE RICHMOND HOUSING AUTHORITY	BELOW MARKET RATE "BMR" UNITS	TOTAL SUBSIDIZED UNITS	COMPLIANCE END YEAR (LIHTC PROPERTIES ONLY)	REGULATORY AGREEMENT AND DATE(S) OF RECORDING	OWNER ON RECORD NAME & ADDRESS	OWNERSHIP ENTITY
<b>Data Source</b>	Regulatory Agreements; Restrictive Covenants; 2015-2023 Housing Element	ParcelQuest (County Assessor Data)	ParcelQuest (County Assessor Data)	HUD; California Housing Partnership Corporation	California Housing Partnership Corporation	Richmond Housing Authority	Richmond Housing Authority	HUD	Richmond Housing Authority	Richmond Housing Authority; ParcelQuest (County Assessor Data)	Regulatory Agreement	Regulatory Agreements; Restrictive Covenants; 2015-2023 Housing Element; California Housing Partnership Corporation	California Housing Partnership Corporation	Housing Division; Contra Costa County Recorder	ParcelQuest (County Assessor Data)	ParcelQuest (County Assessor Data); California Housing Partnership Corporation
1	Arbors Apartments	5127-5331 Creely Avenue	1965	509-190-004	23	8/31/2026		35				36	2063	Regulatory Agreement and Declaration of Restrictive Covenants (10/31/06); First Amendment to Regulatory Agreement (11/03/08); Second Amendment to Regulatory Agreement (4/22/14)	ARBORS PRESERVATION LP	John Stewart Company (County); Resources for Community Development (RCD)(California Housing Partnership Corporation)
2	Barrett Plaza Townhouses	740 Barrett Ave, Richmond, CA 94801	1975	534-392-001	58	12/31/2031			58			58	2070		BARRETT PLAZA HOUSING CORP	Community Housing Development Corporation, Managed by CHDC.
3	Barrett Terrace Apartments	700 Barrett Ave, Richmond, CA 94801	1975	538-440-001	114	12/31/2031			114			115			BARRETT TERRACE HOUSING CORP	Community Housing Development Corporation, Managed by CHDC.
4	Baycliff Apartments	2300 Lancaster Dr, Richmond, CA 94806	1977	414-300-005				342				342	2059	Regulatory Agreement and Declaration of Restrictive Covenants (7/29/04)	FF Hills LP	FF Hills LP
5	Carquinez	400 Harbour Way, Richmond, CA 94801	1980	540-420-003				35				36	2064	Regulatory Agreement and Declaration of Restrictive Covenants (11/14/08)	Carquinez Associates	Carquinez Associates
6	Chesley Mutual Housing	802 Chesley Ave, Richmond, CA 94801	2005 (c)	561-251-003				30				30	2059	Regulatory Agreement and Declaration of Restrictive Covenants (12/17/03)	CHESLEY AVE LTD PARTNERSHIP	Community Housing Development Corporation Managed by Eden Housing
7	Crescent Park	5000 Hartnett Ave, Richmond, CA 94804	1968	509-242-003	341	12/31/2026	13	378				378	2062	Regulatory Agreement and Declaration of Restrictive Covenants (07/06/07)	CRESCENT PARK EAH LP	EAH Housing
8	Deliverance Temple	4312 Potrero Ave, Richmond, CA 94804	1974	509-370-028	82	2/28/2037		82				82	2070	Regulatory Agreement - Federal and State Credits (12/09/03) & HAP Contract (10/09)	DT Venture LP	MRK Partners, Inc.
9	Friendship Manor (RAD Conversion)	564 Stege Avenue, Richmond, CA 94804	1972 (b)	513-171-007			43			57		57	2069	Regulatory Agreement and Declaration of Restrictive Covenants (12/22/15)	Richmond Housing Authority	City of Richmond Housing Authority Managed by John Stewart
10	Harborview Senior Apartments	25 Harbour Way, Richmond, CA 94801	2016 (c)	538-430-020			46	61				62	2068	Regulatory Agreement and Declaration of Restrictive Covenants (08/15/14)	RICHMOND PACIFIC ASSOCIATES	Richmond Pacific Associates
11	Heritage Park at Hilltop	3811 Lakeside Drive, Richmond, CA 94806	2000 (c)	405-373-022			94	95				192	2054	No Reg Agreement, but we have Density Bonus Agreement (2/28/01)	HILLTOP GROUP LP	Hilltop Group LP
12	Liberty Village Apartments	298 W Chanslor Ave, Richmond, CA 94801	1942	538-012-003				100				100	2068	Regulatory Agreement 11/01/00	LIH LIBERTY VILLAGE LP	LIH Liberty Village LLC

Basic Information				Subsidy Type(s) and Expiration										Ownership and Management		
DEVELOPMENT NAME	ADDRESS	YEAR BUILT (a)	APN	PROJECT-BASED SECTION 8: Direct Contract with HUD	SECTION 8 CONTRACT EXPIRATION	TENANTS WITH A HOUSING CHOICE VOUCHER (TENANT-BASED SECTION 8)	SECTION 202 UNITS	SECTION 42 (LIHTC) UNITS	SECTION 236 UNITS	PUBLIC HOUSING UNITS/UNITS OWNED BY THE RICHMOND HOUSING AUTHORITY	BELOW MARKET RATE "BMR" UNITS	TOTAL SUBSIDIZED UNITS	COMPLIANCE END YEAR (LIHTC PROPERTIES ONLY)	REGULATORY AGREEMENT AND DATE(S) OF RECORDING	OWNER ON RECORD NAME & ADDRESS	OWNERSHIP ENTITY
Data Source	Regulatory Agreements; Restrictive Covenants; 2015-2023 Housing Element	ParcelQuest (County Assessor Data)	ParcelQuest (County Assessor Data)	HUD; California Housing Partnership Corporation	California Housing Partnership Corporation	Richmond Housing Authority	Richmond Housing Authority	HUD	Richmond Housing Authority	Richmond Housing Authority; ParcelQuest (County Assessor Data)	Regulatory Agreement	Regulatory Agreements; Restrictive Covenants; 2015-2023 Housing Element; California Housing Partnership Corporation	California Housing Partnership Corporation	Housing Division; Contra Costa County Recorder	ParcelQuest (County Assessor Data)	ParcelQuest (County Assessor Data); California Housing Partnership Corporation
13	Lillie Mae Jones Plaza	120 Macdonald Ave, Richmond, CA 94801	2011 (c)	538-181-037								26	2065	Regulatory Agreement and Declaration of Restrictive Covenants (no date of recording); Modification of Regulatory Agreement and Declaration of Restrictive Covenants (05/07/10)	LILLIE MAE JONES PLAZA LP	East Bay Asian Local Development Corp (County); CHDC of North Richmond (California Housing Partnership Corporation)
14	Monterey Pines Apartments	680 S 37th St, Richmond, CA 94804	1971	513-185-011								324	2070	Regulatory Agreement and Declaration of Restrictive Covenants (12/20/01)	Monterey Venture LP	Apartment Management Consultants LLC
15	Nevin Plaza	2400 Nevin Avenue, Richmond, CA 94804	1973	515-261-001								142			Richmond Housing Authority	Richmond Housing Authority
16	Nystrom Village	222 Marina Way South, Richmond, CA 94804	1920	544-112-001								102			Richmond Housing Authority	City of Richmond Housing Authority Managed by John Stewart
17	Pullman Point (formerly Richmond Townhouses)	2989 Pullman Ave, Richmond, CA 94804	1973	513-010-019	192	2/29/2024						199	2058		CARLSON BOULEVARD LP	Primary Owner -Community Housing Development Corporation and Limited Partner John Stewart Company
18	Richmond City Center Apartments	1000 Macdonald Ave	1994	540-460-009								63	2067	First Amendment to First Amended and Restated Regulatory Agreement (2/05/13)	RICHMOND HOUSING ASSOCIATES LP	Richmond Housing Associates
19	Richmond Village (formerly Easter Hill)	700 S 26th St, Richmond, CA 94804	2004 (c)	549-240-001								241	2060 & 2061	Regulatory Agreement and Declaration of Restrictive Covenants - Easter Hill Phase I (2/24/04); Regulatory Agreement and Declaration of Restrictive Covenants - Easter Hill Phase II (11/12/04)	Richmond Housing Authority	Richmond Housing Authority (County); McCormack Baron, Salazar, Inc. (California Housing Partnership Corporation)
20	Rubicon Homes	2500 Bissell Ave, Richmond, CA 94804	1950	515-312-004	10	8/31/2027						10			Rubicon Programs Incorporated	Rubicon Programs Incorporated
21	St Johns Apartments	121 W Macdonald Ave, Richmond, CA 94801	1990	538-011-002	155	6/30/2033						158	2068	Regulatory Agreement (7/22/15)	ST JOHNS PARTNERS LP	US Residential Corporation
22	Triangle Court (RAD Conversion)	980 Triangle Court, Richmond, CA 94801	1988	561-280-007								98	2069	Regulatory Agreement and Declaration of Restrictive Covenants (12/22/15)	Richmond Housing Authority	Richmond Housing Authority

Basic Information				Subsidy Type(s) and Expiration										Ownership and Management		
DEVELOPMENT NAME	ADDRESS	YEAR BUILT (a)	APN	PROJECT-BASED SECTION 8: Direct Contract with HUD	SECTION 8 CONTRACT EXPIRATION	TENANTS WITH A HOUSING CHOICE VOUCHER (TENANT-BASED SECTION 8)	SECTION 202 UNITS	SECTION 42 (LIHTC) UNITS	SECTION 236 UNITS	PUBLIC HOUSING UNITS/UNITS OWNED BY THE RICHMOND HOUSING AUTHORITY	BELOW MARKET RATE "BMR" UNITS	TOTAL SUBSIDIZED UNITS	COMPLIANCE END YEAR (LIHTC PROPERTIES ONLY)	REGULATORY AGREEMENT AND DATE(S) OF RECORDING	OWNER ON RECORD NAME & ADDRESS	OWNERSHIP ENTITY
<b>Data Source</b>	Regulatory Agreements; Restrictive Covenants; 2015-2023 Housing Element	ParcelQuest (County Assessor Data)	ParcelQuest (County Assessor Data)	HUD; California Housing Partnership Corporation	California Housing Partnership Corporation	Richmond Housing Authority	Richmond Housing Authority	HUD	Richmond Housing Authority	Richmond Housing Authority; ParcelQuest (County Assessor Data)	Regulatory Agreement	Regulatory Agreements; Restrictive Covenants; 2015-2023 Housing Element; California Housing Partnership Corporation	California Housing Partnership Corporation	Housing Division; Contra Costa County Recorder	ParcelQuest (County Assessor Data)	ParcelQuest (County Assessor Data); California Housing Partnership Corporation
23	Trinity Plaza Senior Apartments (formerly MacDonald Senior Apartments) 350 & 410 Macdonald Ave, Richmond, CA 94806	2009 (c)	538-210-027			64		66				66	2063	Regulatory Agreement and Declaration of Restrictive Covenants (10/12/07)	Richmond Labor & Love Comm Dev	Richmond Labor & Love Community Development (County); Reloated Development Company of California, LLC (California Housing Partnership Corporation)
24	VUE @ 3600 (formerly Summit at Hilltop) 3600 Sierra Ridge Road	1990	405-490-013								24	24		Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (7/15/10)	US Reif Sierra Ridge Road	US Reif Sierra Ridge Road
25	Westridge Apartments 2490 Lancaster Dr, Richmond, CA 94806	1973	414-310-008 & 414-310-007			55		396				401	2069	Regulatory Agreement and Declaration of Restrictive Covenants (3/19/16)	Menlo Westridge Affordable Partner	Alliance Residential Company (County); Klein Financial Corp/Menlo Capital
<b>SUM</b>				<b>975</b>		<b>683</b>	<b>95</b>	<b>2,702</b>	<b>374</b>	<b>399</b>		<b>3,342</b>				

SECTION 8 HOUSING CHOICE VOUCHERS ADMINISTERED BY RICHMOND HOUSING AUTHORITY (as of May 2017)	
Category	Number
Number of Units with Active Voucher	1,552
Total Possible Vouchers	1,851

Notes:

- (a) Refers to the "Effective Date" as recorded by the Contra Costa County Assessor. The Planning and Building Services Departments utilizes the "Effective Date" rather than the "Year Built" since "Effective Date" indicates when the building was fit for occupancy.
- (b) Associated with the parent address of 603 South 37th Street.
- (c) The Costa-Hawkins Rental Housing Act (California Civ. Code 1954.50) exempts units which received a certificate of occupancy after February 1, 1995, from rent control (restrictions on a maximum allowable rent).

DEFINITIONS	
LIHTC	Low Income Housing Tax Credit
Section 8 - Project Based	Units Subsidized by Section 8 Program
Section 8 - Tenant Based	Tenants with a Section 8 Voucher
Section 202 (Senior)	Section 202 Supportive Housing for the Elderly Program
Section 236	Presevation of Affordable Housing Program

**Heritage Park at Hilltop  
2016 - 2017 Annual Monitoring Report  
Report Period: July 1, 2016 - June 30, 2017  
For: City of Richmond - Community Redevelopment Agency/Housing Division**

<b>Tenant Paid Rent</b>	<b>Rental Assistance (All RBSI)</b>	<b>UA</b>	<b>Gross Rent</b>	<b>Maximum Allowed Gross Rent</b>	<b>Date of Move-In</b>	<b>Current Income</b>	<b>Last Certification</b>
\$217	\$1,228	\$39	\$256	\$1,174	03/09/15	\$10,989	9/1/16
\$1,356		\$52	\$1,408	\$1,408	04/09/10	\$23,805	4/1/17
\$1,356		\$52	\$1,408	\$1,408	05/06/00	\$39,403	5/1/17
\$215	\$1,230	\$39	\$254	\$1,174	11/27/12	\$10,987	11/1/16
\$580	\$865	\$39	\$619	\$1,174	04/01/06	\$28,764	4/1/17
\$254	\$1,173	\$39	\$293	\$1,174	07/01/13	\$13,180	7/1/16
\$1,130		\$39	\$1,169	\$1,174	08/01/12	\$18,756	8/1/16
\$359	\$1,138	\$39	\$398	\$1,174	12/01/16	\$14,812	
\$347	\$783	\$39	\$386	\$1,174	09/03/14	\$16,031	9/1/16
\$217	\$1,228	\$39	\$256	\$1,174	02/19/14	\$10,922	2/1/17
\$202	\$928	\$39	\$241	\$1,174	08/12/08	\$11,164	8/1/16
\$220	\$1,225	\$52	\$272	\$1,408	09/07/05	\$5,167	9/1/16
\$326	\$1,122	\$39	\$365	\$1,174	06/07/16	\$15,238	6/1/17
\$1,130		\$39	\$1,169	\$1,174	05/11/00	\$40,663	5/1/17
\$263	\$1,234	\$39	\$302	\$1,174	06/02/06	\$8,825	6/1/17
\$1,356		\$52	\$1,408	\$1,408	10/18/07	\$32,928	10/1/16
\$1,356		\$52	\$1,408	\$1,408	05/27/14	\$30,692	5/1/17
\$1,130		\$39	\$1,169	\$1,174	04/04/08	\$18,790	4/1/17
\$252	\$1,193	\$39	\$291	\$1,174	03/07/16	\$12,084	3/1/17
\$219	\$1,226	\$39	\$258	\$1,174	10/27/00	\$10,630	10/1/16
\$260	\$1,185	\$39	\$299	\$1,174	12/18/04	\$12,900	12/1/16
\$466	\$1,031	\$39	\$505	\$1,174	07/13/16	\$19,044	
\$242	\$1,203	\$39	\$281	\$1,174	05/03/13	\$12,019	5/1/17
\$1,130		\$39	\$1,169	\$1,174	03/01/08	\$24,469	3/1/17
\$1,130		\$39	\$1,169	\$1,174	10/01/09	\$55,204	10/1/16
\$195	\$1,605	\$52	\$247	\$1,408	03/12/09	\$10,740	3/1/17
\$1,130		\$39	\$1,169	\$1,174	10/01/02	\$30,423	10/1/16
\$291	\$1,154	\$39	\$330	\$1,174	12/03/12	\$13,968	11/1/16
\$1,130		\$39	\$1,169	\$1,174	09/17/10	\$18,548	9/1/16
\$201	\$1,599	\$52	\$253	\$1,408	10/01/10	\$10,617	10/1/16
\$1,130		\$39	\$1,169	\$1,174	04/01/11	\$13,281	4/1/17
\$1,130		\$39	\$1,169	\$1,174	08/18/05	\$33,496	8/1/16
\$160	\$1,285	\$39	\$199	\$1,174	12/27/11	\$8,843	12/1/16
\$1,130		\$39	\$1,169	\$1,174	04/01/13	\$21,457	4/1/17
\$1,130		\$39	\$1,169	\$1,174	04/09/14	\$68,709	4/1/17
\$1,130		\$39	\$1,169	\$1,174	01/10/14	\$29,774	1/1/17
\$1,130		\$39	\$1,169	\$1,174	11/03/09	\$42,726	11/1/16
\$193	\$1,252	\$39	\$232	\$1,174	01/10/03	\$10,078	1/1/17
\$1,356		\$52	\$1,408	\$1,408	06/25/12	\$16,011	6/1/17
\$1,130	\$0	\$39	\$1,169	\$1,174	11/07/16	\$28,522	10/1/16
\$1,130		\$39	\$1,169	\$1,174	06/23/06	\$42,000	6/1/17
\$248	\$1,197	\$39	\$287	\$1,174	05/21/09	\$12,045	5/1/17
\$481	\$964	\$39	\$520	\$1,174	05/25/00	\$16,928	5/1/17
\$1,130		\$39	\$1,169	\$1,174	11/27/13	\$36,279	11/1/16
\$217	\$1,228	\$39	\$256	\$1,174	05/18/01	\$10,981	5/1/17
\$1,356		\$52	\$1,408	\$1,408	02/02/12	\$28,497	2/1/17
\$367	\$1,078	\$39	\$406	\$1,174	04/01/16	\$9,121	4/1/17
\$209	\$1,236	\$39	\$248	\$1,174	12/06/11	\$10,732	12/1/16

**ITEM H-2  
ATTACHMENT 4**

Tenant Paid Rent	Rental Assistance (All RBSI)	UA	Gross Rent	Maximum Allowed Gross Rent	Date of Move-In	Current Income	Last Certification
\$574	\$871	\$39	\$613	\$1,174	05/20/01	\$26,138	5/1/17
\$1,130		\$39	\$1,169	\$1,174	05/02/12	\$23,219	5/1/17
\$1,130		\$39	\$1,169	\$1,174	05/31/13	\$34,633	5/1/17
\$1,130		\$39	\$1,169	\$1,174	09/26/16	\$38,464	
\$318	\$1,127	\$52	\$370	\$1,408	10/01/05	\$14,608	10/1/16
\$1,130		\$39	\$1,169	\$1,174	10/14/13	\$20,399	10/1/16
\$436	\$1,014	\$39	\$475	\$1,174	06/08/00	\$20,699	6/1/17
\$1,130		\$39	\$1,169	\$1,174	06/21/10	\$36,053	6/1/17
\$265	\$1,232	\$39	\$304	\$1,174	06/14/17	\$10,999	
\$353	\$1,092	\$39	\$392	\$1,174	11/03/08	\$19,440	11/1/16
\$768	\$729	\$39	\$807	\$1,174	03/31/17	\$33,931	
\$1,356		\$52	\$1,408	\$1,408	12/01/09	\$40,859	12/1/16
\$542	\$903	\$39	\$581	\$1,174	04/11/13	\$25,770	4/1/17
\$1,130		\$39	\$1,169	\$1,174	07/20/12	\$30,902	7/1/16
\$1,356		\$52	\$1,408	\$1,408	11/04/08	\$51,027	11/1/16
\$1,130		\$39	\$1,169	\$1,174	08/01/13	\$35,688	8/1/16
\$1,356		\$52	\$1,408	\$1,408	07/24/13	\$71,227	5/1/17
\$1,356		\$52	\$1,408	\$1,408	04/16/10	\$32,013	4/1/17
\$1,130		\$39	\$1,169	\$1,174	05/06/06	\$18,895	6/1/17
\$340	\$1,105	\$39	\$379	\$1,174	11/26/02	\$20,940	11/1/16
\$10	\$1,435	\$39	\$49	\$1,174	05/22/15	\$0	6/1/17
\$816	\$936	\$52	\$868	\$1,408	05/25/00	\$24,387	5/1/17
\$242	\$888	\$39	\$281	\$1,174	07/10/15	\$12,719	7/1/16
\$1,356		\$52	\$1,408	\$1,408	02/12/16	\$36,674	2/1/17
\$355	\$1,445	\$52	\$407	\$1,408	04/30/14	\$15,848	4/1/17
\$300	\$1,197	\$39	\$339	\$1,174	04/24/17	\$12,396	
\$1,130	\$908	\$39	\$1,169	\$1,174	11/23/16	\$33,857	
\$1,130		\$39	\$1,169	\$1,174	10/15/07	\$18,201	10/1/16
\$699	\$431	\$39	\$738	\$1,174	08/09/03	\$20,532	8/1/16
\$873	\$927	\$52	\$925	\$1,408	04/20/16	\$37,956	4/1/17
\$569	\$876	\$39	\$608	\$1,174	01/15/08	\$25,482	1/1/17
\$391	\$1,409	\$52	\$443	\$1,408	10/16/09	\$19,959	10/1/16
\$815	\$630	\$39	\$854	\$1,174	05/20/15	\$34,812	5/1/17
\$1,356		\$52	\$1,408	\$1,408	10/03/16	\$34,824	
\$1,356		\$52	\$1,408	\$1,408	04/05/12	\$21,716	4/1/17
\$1,130		\$39	\$1,169	\$1,174	06/20/17	\$29,232	
\$283	\$1,162	\$39	\$322	\$1,174	09/16/13	\$13,466	9/1/16
\$753	\$744	\$39	\$792	\$1,174	02/01/06	\$33,136	2/1/17
\$1,356		\$52	\$1,408	\$1,408	05/06/06	\$34,797	5/1/17
\$447	\$683	\$39	\$486	\$1,174	08/01/02	\$19,050	8/1/16
\$639	\$806	\$39	\$678	\$1,174	11/25/15	\$28,685	11/1/16
\$215	\$1,230	\$39	\$254	\$1,174	11/19/05	\$10,952	11/1/16
\$1,130		\$39	\$1,169	\$1,174	04/24/13	\$49,868	4/1/17
\$1,356		\$52	\$1,408	\$1,408	07/01/05	\$22,932	7/1/16
\$1,130		\$39	\$1,169	\$1,174	02/18/10	\$32,679	2/1/17
\$269	\$1,228	\$39	\$308	\$1,174	03/24/17	\$10,749	
\$345	\$1,155	\$0	\$345	\$1,174	11/18/16	\$15,752	
\$1,130		\$39	\$1,169	\$1,174	03/22/13	\$24,754	3/1/17
\$746	\$751	\$39	\$785	\$1,174	02/22/17	\$30,788	
\$644	\$801	\$39	\$683	\$1,174	04/04/13	\$30,972	4/1/17
\$217	\$1,228	\$39	\$256	\$1,174	03/16/09	\$10,405	3/1/17
\$1,356		\$52	\$1,408	\$1,408	04/14/17	\$35,831	
\$213	\$1,232	\$39	\$252	\$1,174	10/18/13	\$10,708	10/1/16

**ITEM H-2  
ATTACHMENT 4**

Tenant Paid Rent	Rental Assistance (All RBSI)	UA	Gross Rent	Maximum Allowed Gross Rent	Date of Move-In	Current Income	Last Certification
\$263	\$867	\$39	\$302	\$1,174	07/31/14	\$12,665	7/1/16
\$217	\$1,228	\$39	\$256	\$1,174	08/13/12	\$10,922	8/1/16
\$226	\$1,219	\$39	\$265	\$1,174	11/01/02	\$11,174	11/1/16
\$714	\$731	\$39	\$753	\$1,174	01/26/01	\$30,849	1/1/17
\$1,130		\$39	\$1,169	\$1,174	10/26/06	\$15,360	10/1/16
\$213	\$1,232	\$39	\$252	\$1,174	11/01/10	\$11,115	9/1/16
\$1,356		\$52	\$1,408	\$1,408	07/01/02	\$33,933	7/1/16
\$215	\$1,282	\$39	\$254	\$1,174	12/19/16	\$9,007	
\$498	\$947	\$39	\$537	\$1,174	04/12/13	\$18,768	4/1/17
\$223	\$1,222	\$39	\$262	\$1,174	01/11/13	\$10,703	1/1/17
\$1,130		\$39	\$1,169	\$1,174	11/23/15	\$39,186	11/1/16
\$1,130		\$39	\$1,169	\$1,174	04/26/13	\$22,668	4/1/17
\$1,130		\$39	\$1,169	\$1,174	02/07/12	\$29,876	2/1/17
\$484	\$888	\$39	\$523	\$1,174	04/27/00	\$12,696	4/1/17
\$1,130		\$39	\$1,169	\$1,174	04/06/01	\$53,000	4/1/17
\$1,130		\$39	\$1,169	\$1,174	12/30/13	\$35,112	12/1/16
\$1,130		\$39	\$1,169	\$1,174	01/29/10	\$22,485	1/1/17
\$1,130		\$39	\$1,169	\$1,174	12/06/13	\$18,712	12/1/16
\$1,130		\$39	\$1,169	\$1,174	08/13/09	\$39,000	8/1/16
\$1,130		\$39	\$1,169	\$1,174	04/29/05	\$22,242	4/1/17
\$288	\$1,209	\$39	\$327	\$1,174	04/07/17	\$32,364	
\$440	\$1,005	\$39	\$479	\$1,174	08/16/05	\$28,526	8/1/16
\$217	\$913	\$39	\$256	\$1,174	01/11/16	\$10,749	1/1/17
\$1,130		\$39	\$1,169	\$1,174	04/15/16	\$30,177	4/1/17
\$1,130		\$39	\$1,169	\$1,174	11/15/13	\$20,465	11/1/16
\$211	\$1,234	\$39	\$250	\$1,174	05/09/16	\$10,749	5/1/17
\$217	\$1,228	\$39	\$256	\$1,174	04/04/16	\$10,989	4/1/17
\$1,130		\$39	\$1,169	\$1,174	05/28/10	\$34,588	5/1/17
\$1,130		\$39	\$1,169	\$1,174	03/06/17	\$29,033	
\$470	\$975	\$39	\$509	\$1,174	02/13/08	\$21,905	2/1/17
\$1,130		\$39	\$1,169	\$1,174	04/17/13	\$27,125	4/1/17
\$1,130		\$39	\$1,169	\$1,174	05/01/06	\$20,766	5/1/17
\$380	\$1,065	\$39	\$419	\$1,174	05/08/15	\$19,144	5/1/17
\$1,130		\$39	\$1,169	\$1,174	07/01/11	\$21,096	7/1/16
\$264	\$1,181	\$39	\$303	\$1,174	09/17/10	\$12,697	9/1/16
\$1,130		\$39	\$1,169	\$1,174	09/28/01	\$24,996	9/1/16
\$447	\$998	\$39	\$486	\$1,174	04/26/00	\$23,256	4/1/17
\$1,130		\$39	\$1,169	\$1,174	06/10/00	\$29,184	6/1/17
\$323	\$1,122	\$39	\$362	\$1,174	04/27/04	\$16,794	4/1/17
\$1,130		\$39	\$1,169	\$1,174	08/23/12	\$21,055	8/1/16
\$1,130		\$39	\$1,169	\$1,174	07/29/11	\$40,165	7/1/16
\$261	\$1,184	\$39	\$300	\$1,174	01/06/05	\$12,659	1/1/17
\$211	\$1,237	\$39	\$250	\$1,174	06/11/14	\$10,949	6/1/17
\$305	\$1,140	\$39	\$344	\$1,174	05/21/09	\$14,517	5/1/17
\$1,130		\$39	\$1,169	\$1,174	07/12/13	\$31,503	7/1/16
\$1,130		\$39	\$1,169	\$1,174	06/25/07	\$27,472	6/1/17
\$1,130		\$39	\$1,169	\$1,174	05/01/01	\$17,137	5/1/17
\$213	\$1,232	\$39	\$252	\$1,174	09/15/08	\$10,708	9/1/16
\$392	\$1,053	\$39	\$431	\$1,174	11/20/09	\$8,160	11/1/16
\$685	\$760	\$39	\$724	\$1,174	05/02/00	\$27,513	5/1/17
\$1,130		\$39	\$1,169	\$1,174	05/21/09	\$22,219	5/1/17
\$252	\$1,641	\$52	\$304	\$1,408	07/24/09	\$20,360	7/1/16
\$203	\$1,597	\$52	\$255	\$1,408	04/01/04	\$9,646	4/1/17

**ITEM H-2  
ATTACHMENT 4**

Tenant Paid Rent	Rental Assistance (All RBSI)	UA	Gross Rent	Maximum Allowed Gross Rent	Date of Move-In	Current Income	Last Certification
\$252	\$1,193	\$39	\$291	\$1,174	11/01/12	\$12,460	11/1/16
\$1,130	\$782	\$39	\$1,169	\$1,174	03/13/17	\$26,861	
\$344	\$1,101	\$39	\$383	\$1,174	12/01/15	\$16,424	12/1/16
\$1,130		\$39	\$1,169	\$1,174	09/08/15	\$27,385	9/1/16
\$200	\$1,245	\$39	\$239	\$1,174	05/04/00	\$11,163	5/1/17
\$142	\$1,303	\$39	\$181	\$1,174	11/21/14	\$34,944	11/1/16
\$1,130		\$39	\$1,169	\$1,174	12/16/10	\$21,381	12/1/16
\$1,356		\$52	\$1,408	\$1,408	11/30/12	\$42,447	11/1/16
\$1,130		\$39	\$1,169	\$1,174	03/07/14	\$40,114	3/1/17
\$1,356		\$52	\$1,408	\$1,408	03/28/11	\$18,000	2/1/17
\$364	\$1,081	\$39	\$403	\$1,174	10/01/02	\$12,729	10/1/16
\$1,356		\$52	\$1,408	\$1,408	02/04/16	\$39,340	2/1/17
\$314	\$1,131	\$52	\$366	\$1,408	11/18/05	\$14,886	11/1/16
\$84	\$1,361	\$39	\$123	\$1,174	12/16/03	\$5,520	12/1/16
\$386	\$1,063	\$39	\$425	\$1,174	06/12/00	\$18,419	6/1/17
\$517	\$928	\$39	\$556	\$1,174	10/19/00	\$21,590	10/1/16
\$1,130	\$661	\$39	\$1,169	\$1,174	10/07/03	\$18,176	10/1/16
\$1,130		\$39	\$1,169	\$1,174	07/30/07	\$22,274	7/1/16
\$219	\$1,226	\$39	\$258	\$1,174	09/13/12	\$11,147	9/1/16
\$200	\$1,220	\$39	\$239	\$1,174	09/19/06	\$10,673	9/1/16
\$1,130	\$1,220	\$52	\$1,182	\$1,408	07/21/08	\$24,328	7/1/16
\$1,356		\$39	\$1,395	\$1,174	06/30/14	\$31,824	7/1/16
\$219	\$1,226	\$52	\$271	\$1,408	09/27/04	\$10,960	9/1/16
\$1,356	\$911	\$39	\$1,395	\$1,174	03/04/05	\$42,750	3/1/17
\$1,356		\$52	\$1,408	\$1,408	02/05/13	\$19,500	2/1/17
\$1,130		\$52	\$1,182	\$1,408	06/22/00	\$17,662	6/1/17
\$1,130		\$39	\$1,169	\$1,174	01/27/17	\$38,448	
\$1,130	\$914	\$39	\$1,169	\$1,174	10/22/10	\$20,304	10/1/16
\$1,130		\$39	\$1,169	\$1,174	03/27/13	\$46,440	3/1/17
\$1,130		\$39	\$1,169	\$1,174	03/24/11	\$34,299	3/1/17
\$1,130		\$39	\$1,169	\$1,174	09/22/16	\$28,135	
\$484	\$961	\$39	\$523	\$1,174	02/15/08	\$12,679	2/1/17
\$501	\$1,299	\$39	\$540	\$1,174	08/28/03	\$22,513	8/1/16
\$542	\$903	\$52	\$594	\$1,408	10/20/11	\$23,198	10/1/16