



## AGENDA

### CITY COUNCIL SPECIAL MEETING

THURSDAY, APRIL 16, 2026, 1:00 PM

KENT HALL COUNCIL CHAMBERS - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA

---

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE  
DISTRICT 2 - RACHEL LANG

DISTRICT 3 - ANDREW WHITMAN  
DISTRICT 4 - KIM MANG

---

BEN HARVEY  
CITY MANAGER

BETHANY BURGESS  
CITY ATTORNEY

WESTON MONTGOMERY  
CHIEF DEPUTY CITY CLERK

---

### VIEWING & ACCESS

Public participation is encouraged! The Ojai City Council meets regularly on the second and fourth Tuesdays of the month at 6:00 p.m. The meetings are conducted in a hybrid model, providing both in-person attendance and virtual public comment via the Zoom link below. Virtual attendance via Zoom is the only way to remotely provide public comment. Pre-registration is not required for public comment via Zoom. Instead, Zoom participants will utilize the “hand-raise” function to indicate their desire to speak on an item. The meeting is also livestreamed on the City's website at [ojai.ca.gov/525/2968/Public-Meetings](https://ojai.ca.gov/525/2968/Public-Meetings), on YouTube at [youtube.com/@ojaicity](https://youtube.com/@ojaicity), and on Spectrum Channel 10. See “Public Comment Options” below for further instruction.

**[ZOOM LINK - April 16, 2026 - Special Meeting](#)**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

**(Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)**

**Name of case: Leslie Rule v. City of Ojai, Ventura County Superior Court Case**

**CITY ATTORNEY'S REPORT OUT OF CLOSED SESSION**

**PUBLIC HEARING - Continued from March 24, 2026**

2.

**Design Review Permit (DRP 24-007) and Tentative Tract Map (TTM 25-002) | Consider Approving the Proposed Five-Unit Single-Story Deed-Restricted 100% Affordable Housing Project Located at 408-410 North Montgomery Street; Assessor's Parcel Number: 021-0-092-010; Zoning Classification is Multi-Family Residential (R-2) – Site No. 23 of the Housing Element; General Plan Land Use Designation is Medium High-Density Residential (MHR) and includes a Special Housing Overlay designation (SPL overlay); Property Owner: City of Ojai; Applicant: Habitat for Humanity of Ventura County; Representative: Linda Blackburn, RRM Design Group. CONTINUED FROM MARCH 24, 2026 (*City Council Direction*)**

**RECOMMENDATION:**

1. Receive the information and presentation and ask clarifying questions of the applicant and staff;
2. Open the matter for public comment; and
3. Consider approval of the resolution (Attachment A), findings, and associated conditions approving the proposed five-unit deed-restricted 100% affordable housing project on an existing 8,880 square-foot vacant lot (0.2039 acres) located at 408-410 North Montgomery Street.
4. Either (a) confirm that the project will be subject to a ground lease from the City, or (b) provide alternate direction to City staff.

[Administrative Report - Affordable Housing Project](#)  
[Attachment A - Resolution No. 2026-10](#)  
[Attachment B - Prior Administrative Report](#)  
[Attachment C - Ord 945-Local Tenant Preference Policy](#)  
[Attachment D - Sample Purchase Agreement](#)  
[Attachment E - CC&Rs-Joint Maintenance Agreement](#)  
[Attachment F - Stop Sign and Cross Walk Illustration](#)  
[Attachment G - Project Plans](#)

**ADJOURNMENT**

Posted April 14, 2026 at 6:00 p.m.  
Weston Montgomery, Chief Deputy City Clerk

**WRITTEN PUBLIC COMMENTS**

Written public comments will be published here for public access. Please see PUBLIC COMMENT OPTIONS below for detailed instructions on how to submit.

---

**ACCOMMODATIONS**

In compliance with the Americans with Disabilities Act, if you need special assistance to

participate in this meeting, please call (805) 646-5581. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you feel that a language interpreter is necessary for you to participate in this meeting, notification 48 hours prior to the meeting will enable the City to make reasonable arrangements for an interpreter to assure your participation/understanding of this meeting.

Si considera que un intérprete de idiomas es necesario para participar en esta reunión, la notificación 48 horas antes de la reunión le permitirá a la Ciudad hacer arreglos razonables para que un intérprete asegure su participación/comprensión de esta reunión del Concejo Municipal.

Para Español por favor llame al (805) 646-5581 ext. 100 o por correo electronico a [cityclerk@ojai.ca.gov](mailto:cityclerk@ojai.ca.gov).

### **PUBLIC PARTICIPATION**

Agenda reports and other disclosable public records related to agenda items are available on the City's website at [ojai.ca.gov/525/2968/Public-Meetings](http://ojai.ca.gov/525/2968/Public-Meetings) and at City Hall located at 401 S. Ventura St., Ojai, Ca., during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

### **PUBLIC COMMENT OPTIONS**

**Written Comments:** In order for staff to provide the City Council with written public comments timely, written/emailed public comments must be submitted no later than **3:00 p.m. on the day before the meeting.**

You may always submit written comments to the City Clerk via mail, in person at City Hall, or via email to [cityclerk@ojai.ca.gov](mailto:cityclerk@ojai.ca.gov). If your written comment is received by 3:00 p.m. on the day before the meeting date, the City Clerk will distribute copies of your comments to all Council Members and recorded on the City website. Written comments received after 3:00 p.m. may not be distributed to the Council Members and recorded on the City website until after the meeting.

**Verbal Comments:** Verbal Comments will be received on any item on the agenda at the time the agenda item is heard. Comments may be made in person at the meeting or through Zoom, via the link at the top of the Agenda. Pre-registration is not required for public comment via Zoom. Instead, Zoom participants will utilize the hand-raise function to indicate their desire to speak on an item.

#### ***IMPORTANT NOTES:***

*All materials related to an item on this agenda, including written public comments, will be available for public inspection in the City Clerk's Office at City Hall, and following the meeting, will be accessible on the City of Ojai's website at [ojai.ca.gov](http://ojai.ca.gov).*

*As a government agency, the City of Ojai is subject to the California Public Records Act (Government Code § 6250 et seq.). Please be advised that all communications submitted to City officials and staff are subject to public disclosure under the California Public Records Act.*

*There are limited exceptions that allow the City to redact personal information under the California Public Records Act. If you have concerns regarding privacy, please do not include your personal identifying information, such as your name, e-mail, phone number, and home address in your correspondence to the City, including, but not limited to, public comment.*

*If you challenge the actions of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in the public notices, or in written correspondence delivered to the City Council at, or prior to, the public hearing (California Government Code Section 65009).*

*Any legal action by an applicant seeking to obtain a judicial review of the City Council's decision on a Hearing listed on this Agenda may be subject to the 90-day filing period of and governed by Code of Civil Procedure Section 1094.6.*

**LEVINE ACT WARNING**

*Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than \$500 from any party or agent for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.*

*A party to a City proceeding - which includes both applicants and agents - shall disclose on the record of the proceeding any contribution of more than \$500 made to any Council Member by the applicant or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City.*

*Prior to rendering a decision on a City proceeding, any Council Member who received a contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding.*

*If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.*

---



## Administrative Report

**TO:** Honorable City Council

**FROM:** Ben Harvey, City Manager  
Bethany Burgess, City Attorney  
Lucas Seibert, Community Development Director

**MEETING DATE:** April 16, 2026

**SUBJECT:** Design Review Permit (DRP 24-007) and Tentative Tract Map (TTM 25-002) | Consider Approving the Proposed Five-Unit Single-Story Deed-Restricted 100% Affordable Housing Project Located at 408-410 North Montgomery Street; Assessor's Parcel Number: 021-0-092-010; Zoning Classification is Multi-Family Residential (R-2) – Site No. 23 of the Housing Element; General Plan Land Use Designation is Medium High-Density Residential (MHR) and includes a Special Housing Overlay designation (SPL overlay); Property Owner: City of Ojai; Applicant: Habitat for Humanity of Ventura County; Representative: Linda Blackburn, RRM Design Group. CONTINUED FROM MARCH 24, 2026 (*City Council Direction*)

---

### RECOMMENDATION

1. Receive the information and presentation and ask clarifying questions of the applicant and staff;
2. Open the matter for public comment; and
3. Consider approval of the resolution (Attachment A), findings, and associated conditions approving the proposed five-unit deed-restricted 100% affordable housing project on an existing 8,880 square-foot vacant lot (0.2039 acres) located at 408-410 North Montgomery Street.
4. Either (a) confirm that the project will be subject to a ground lease from the City, or (b) provide alternate direction to City staff.

### SUMMARY

At the March 24, 2026 City Council meeting the Council reviewed the proposed project, continued the decision regarding project entitlements to April 16, 2026, and asked for additional information. The additional information requested included: (1) a legal analysis of the benefits and challenges associated with development of the project subject to ground leases from the City versus a conveyance of the land to Habitat for Humanity (Habitat); (2) details regarding Ojai residency priority; (3) a sample/draft conditions, covenants and restrictions; (4) a sample/draft homeowner agreement; and (5) a preliminary evaluation of

requiring a three-way stop at the intersection of Montgomery Street and Franklin Drive. This information has been provided to Council.

Additionally, the Habitat team, the City's Community Development Director, and the Franklin Drive neighborhood met to discuss the project. The neighborhood group participated in a virtual call and expressed support for a three-way stop and potential pedestrian cross-walk as well as the single-story nature of the proposed project. The neighborhood did express concerns regarding the limited onsite parking and suggested a discussion with the Church of Christ directly located to the west of the site about the use of their large and underutilized surface parking lot. Habitat representatives plan to meet with the Church of Christ representatives to discuss the use of a portion of their property as a staging area for the project and also the possible use of the existing surface parking lot for public parking/guest parking for this site.

The administrative report from the March 24, 2026 City Council meeting is provided as Attachment B.

## **DISCUSSION**

At the March 24, 2026, City Council meeting the Council provided direction to return on April 16, 2026 with additional information regarding the following:

- A legal analysis of the potential issues related to using a ground lease as compared to the sale of the property to Habitat pursuant to a disposition and development agreement (DDA);
- Restrictions or preferences to individuals living and working within the City of Ojai;
- Sample/draft homeowners purchase agreement;
- Sample/draft Covenants, Conditions, and Restrictions; and
- Preliminary evaluation and determination regarding whether it would be appropriate to require a three-way stop at the intersection of Franklin Drive and Montgomery Avenue along with other traffic control measures.

*Ground lease or sale* | Upon request by the City Council, the City Attorney's Office evaluated the potential issues associated with a ground lease, as contemplated under the Memorandum of Understanding between the City and Habitat (along with additional issues related to establishment of a land trust), as compared to a sale of the land to Habitat pursuant to a disposition and development agreement. The City Attorney's Office analysis is summarized here.

Under a ground lease, the City would retain ownership of the property and would enter into leases up to a maximum term of 55 years. The ground lease would need to be bifurcated into multiple ground leases so that each individual home would have a separate lease. The ground lease option gives rise to a number of potential issues: (1) homeowner financing may be more difficult to obtain for some home purchasers and could make financing more costly; (2) because of the complexity involved, a ground lease can result in more substantial attorneys fees involved in drafting and negotiating the ground lease; (3) responsibilities for property maintenance become more complicated – while the ground lease may pass maintenance requirements on to tenants, enforcement is difficult because

the tenant owns the home structure so termination of the lease and eviction may not be feasible; (4) City retains environmental liability for any contamination on the property; (5) City likely remains at risk for claims arising as a result of premises liability; (6) responsibilities if there is significant property damage; (7) risks arising as a result of a tenant bankruptcy; and (8) contractual liability as the landlord. As with the sale option described below, under a ground lease, the City may impose conditions of approval and covenants, conditions and restrictions on the homes/homeowners related to maintenance and affordability, along with use limitations on use of the homes.

The City Attorney's Office also provided information regarding establishment of a land trust that would be the landlord in a ground lease arrangement. While land trusts are used more frequently in other states, California trust law creates some challenges associated with use of land trusts in that a land trust is not a separate legal entity in California. Using a trust to hold fee title would be more complex than a ground lease where the City retains property ownership while still involving the challenges associated with a ground lease described above.

As an alternative to a ground lease, the City could enter into a disposition and development agreement (DDA) with Habitat under which Habitat would serve as the affordable housing developer, which would include the following provisions, at a minimum:

- Sale for \$1 to Habitat.
- Recording of a Master Affordable Housing Regulatory Agreement against the property.
- Detailed schedule of performance for development of the project.
- Closing and transfer of title only after entitlements have been issued, the subdivision map is ready for filing together with the CC&Rs, building permits are ready to be issued, and Habitat provides evidence of project financing.

The Master Affordable Housing Regulatory Agreement would require that parcels are sold only to qualified lower income persons and record an affordability covenant in favor of the City that restricts the use of property for such persons for a term of not less than 45 years. The City may also include requirements in the Agreement that require priority be given to persons based on criteria similar to those in the City's Local Tenant Preference Policy (discussed below). The Regulatory Agreement could also require owner occupancy (no rentals allowed). All of the requirements in the Agreement would provide a right of enforcement to the City.

Whether the City decides to move forward with a ground lease or a conveyance of the property, the disposition of the property will be subject to the California Surplus Land Act (SLA). The SLA governs the manner in which cities, counties, and special districts dispose of publicly owned land that is no longer needed for agency use. When a local agency determines a property is "surplus," it must first provide written notice of availability to certain public entities and housing organizations (HCD), including affordable housing developers, park and recreation agencies, school districts, and transit agencies. These entities have a specified period (~60 days) to notify the agency of their interest to acquire the land. If interest is expressed, the agency must enter into a good-faith negotiation period of at least

90 days to explore a potential sale or lease for qualifying uses—most notably affordable housing, parks, or public facilities.

Certain types of property and dispositions may qualify for exemptions under the SLA, allowing the property to be disposed through a more streamlined process. The City and Habitat have evaluated these exemptions and believe this project may qualify for multiple exemptions under the SLA. Specifically, the project would qualify for the exemption for small surplus land parcels that are less than one-half acre in size and would also qualify for an exemption that restricts 100% of the units to persons and families of low or moderate income.

*Restriction of the project to individuals living and working within the City of Ojai/application of Local Tenant Preference Policy – Ord. No. 945* | City Council also requested additional information regarding whether Habitat would agree to provide priority in homeowner selection to individuals currently living within the City of Ojai. In response, Habitat indicated they would prioritize selection of homeowners to individuals living and working within the City of Ojai.

Council also requested information regarding the application of the City’s Local Tenant Preference Policy, adopted by Ordinance No. 945. The Local Tenant Preference Policy establishes a requirement that developers of affordable rental housing projects give first tier preference to otherwise qualified applicants who reside in the City, the Area of Interest or City of Ojai Sphere of Influence, as defined by the Ventura County Local Agency Formation Commission, who are lower income (i.e., 80% of area median income or less as applicable to each deed-restricted unit type), matching the state law requirement, who are facing, at risk of, or were subjected to displacement from their current residence, and who are otherwise eligible to rent in the project. The policy also establishes a second tier preference for persons who resided before in the Ojai Area of Interest or City of Ojai Sphere of Influence for at least ten years, but were involuntarily displaced within the past five years, or who work in the Ojai Area of Interest or City of Ojai Sphere of Influence, and who are otherwise qualified applicants of lower income (i.e., 80% of area median income or less as applicable to each deed-restricted unit type), matching the state law requirement, who are facing, at risk of, or were subjected to, displacement from their current residence, and who are otherwise eligible to rent in the project.

“Deed-Restricted Affordable Housing” in the Policy is defined as any dwelling unit located within the City that is deed-restricted to be rented by a household earning 80 percent of Ventura County area median income or less. This is also designed to match the state law, SB 649 codified as Government Code section 7061, which provides that cities may adopt lower income tenant preference policies. Because the policy (and SB 649) applies to housing that will be offered for rent, not for sale, the policy, on its face, is not clearly applicable to this project. Despite this, as a condition of approval of the project and of providing the property to Habitat, the City may require that Habitat ensure that purchasers of homes constructed as part of the project be initially selected based on a priority system similar to that provided as part of the Local Tenant Preference Policy.

A condition of approval to address local preference in selection is included as Condition of Approval No. 30a within the draft City Council Resolution. The Ordinance and associated

Policy are provided as Attachment C.

*Sample Homeowners Purchase Agreement* | Habitat's typical project model involves the construction of a home that is ultimately sold and conveyed to an individual home purchaser. In order to effectuate the transaction, Habitat and the home purchaser enter into a purchase agreement establishing the full terms under which a purchaser agrees to purchase the home from Habitat.

Habitat's sample homeowner purchase agreement is included as Attachment D.

*Sample/Example Covenants, Conditions, and Restrictions (CC&Rs)* | CC&Rs are legally binding requirements that govern and provide limitations on the use of real property, generally for the benefit of others, including other owners of property in the same community, neighborhood, or the public generally. CC&Rs are usually created by the original property developer and recorded prior to the sale of a home, and "run with the land," meaning they apply to all current and future owners of the property.

CC&Rs may cover a wide range of specific daily activities and property maintenance standards. Common examples include restrictions on exterior paint colors, types of fencing allowed, pet sizes or breeds, and rules prohibiting the parking of RVs or boats in driveways. They also frequently mandate regular lawn care, quiet hours, and limits on home-based businesses that might increase local traffic or negatively impact the neighborhood context. Failure to comply with these regulations can lead to serious consequences, potentially including legal action against a property owner that fails to comply with the CC&Rs.

A sample/example of CC&Rs typically required for Habitat projects is included as Attachment E.

*Evaluation/determination regarding three-way stop at the intersection of Franklin/Montgomery and other traffic control measures* | Staff has reviewed request for installation of stop signs, crosswalks, and related traffic-control measures at the referenced intersection and notes that such improvements could reasonably be required as a condition of approval for the Habitat project, given that the need for enhanced pedestrian and traffic safety is directly associated with the project's anticipated impacts. Alternatively, if the City determines that these measures are desirable irrespective of project timing—either to improve existing circulation conditions or to enhance the area's overall accessibility—implementation could proceed independently of project development. Staff does not anticipate obstacles to adding stop signs at this location and supports their installation.

Staff also recommends incorporating red curb markings at the intersection to improve sight distance and pedestrian visibility. State law requires red curbing on the right-side approach to any pedestrian crossing, whether marked or unmarked, and this treatment would further enhance safety and contribute to traffic-calming objectives. Staff also notes that Montgomery Street is scheduled for paving this summer as part of the City's pavement rehabilitation program. Any dedicated/required pedestrian cross walk striping or related modifications could be efficiently incorporated into the project (most likely through a change order to the City's pavement rehabilitation contract), allowing implementation of these curbing and pedestrian striping to proceed regardless of the development timeline.

A preliminary illustration of what is anticipated for the crosswalk is included as Attachment F.

*Franklin Neighborhood Meeting* | The Habitat for Humanity team, Franklin Drive residents and the Community Development Director met on Thursday, April 9, 2026 to discuss the project, to allow for the residents to interact with the Habitat representatives outside of the public hearing format, and to ask more detailed questions about the project, who they can expect to purchase these units, and how they can get involved. The community seemed supportive of the project, but did express concerns regarding noise (construction related and post construction related), and off-site parking for guests.

Project noise would be monitored by the City's code compliance officer and conditions of approval compliance officer during and post construction and would be included as a talking point during the pre-construction meeting. The off-site parking for guests is a challenge because the developer is meeting the parking requirement based on their affordable dedication. However, the community noted that the existing church directly to the west of the subject site has a large and underutilized parking lot. Habitat is aware of this parking lot and plans to meet with the owner/representatives of the Church to discuss the temporary use of a portion of this site/parking lot as a staging area for this project. The director plans to tag along to this meeting to further discuss the future use of this parking lot for the public as well as for this project and identify if there is any interest on the part of the Church.

*CEQA – Environmental Review* | The construction and operation of the affordable housing project located at 408-410 North Montgomery Street is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects), Class 32 provided that the exceptions under Section 15300.2 do not apply. Pursuant to Section 15300.2, a categorical exemption is not allowed if the project would have one of the following impacts: 1) cumulative impacts of successive projects of the same type that are significant; 2) the project will have a significant effect on the environment due to unusual circumstances; 3) damage to scenic highways; 4) impacts due to the project being located on any hazardous waste site; and 5) a substantial adverse change in the significance of historical resources. A project qualifies for the Class 32 categorical exemption where: (i) the project is consistent with the applicable general plan designation and all applicable general plan policies, as well as the applicable zoning designation and regulations; (ii) the project occurs within the City's limits and is located on a project site of no more than five acres substantially surrounded by urban uses; (iii) the project site has no value as habitat for endangered, rare, or threatened species; (iv) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the site can be adequately served by all required utilities and public services. Staff has determined this project meets each of the elements of the Class 32 categorical exemption.

## **CITY COUNCIL GOALS ALIGNMENT**

Goal No. 1 - Affordable Housing

**OPTIONS**

1. Take no action;
2. Provide alternative direction to staff.

**FISCAL IMPACT**

The project has been reviewed and processed by Community Development Department staff and such time and effort has been incorporated into the City of Ojai Adopted Budget Fiscal Year 2025/26.

**Prepared by: Lucas Seibert, Community Development Director**

**ATTACHMENT(S)**

- A. City Council Resolution
- B. March 24, 2026 City Council Administrative Report
- C. Local Tenant Preference Policy
- D. Sample/Example Homeowner Purchase Agreement
- E. Sample/Example CCRs & Joint Maintenance Agreement
- F. Intersection of Montgomery/Franklin Cross Walk Illustration
- G. Project Plans

**CITY OF OJAI  
CITY COUNCIL RESOLUTION NO. 26-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, APPROVAL OF DESIGN REVIEW PERMIT (DRP 24-007) AND TENTATIVE TRACT MAP (TTM 25-002) REGARDING THE PROPOSED FIVE-UNIT 100% AFFORDABLE HOUSING PROJECT LOCATED AT 408-410 NORTH MONTGOMERY STREET, INCLUDING THE DEDICATION OF FIVE DEED-RESTRICTED AFFORDABLE HOUSING UNITS; ASSESSOR'S PARCEL NUMBER (APN): 021-0-092-010; ZONING CLASSIFICATION IS MULTI-FAMILY RESIDENTIAL (R-2) – SITE NO. 23 OF THE HOUSING ELEMENT; GENERAL PLAN LAND USE DESIGNATION IS MEDIUM HIGH-DENSITY RESIDENTIAL (MHR) AND INCLUDES A SPECIAL HOUSING OVERLAY DESIGNATION (SPL OVERLAY); PROPERTY OWNER: CITY OF OJAI; APPLICANT: HABITAT FOR HUMANITY OF VENTURA COUNTY; REPRESENTATIVE: LINDA BLACKBERN, RRM DESIGN GROUP AND THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, December 17, 2024, Linda Blackburn, RRM Design Group on behalf of Habitat for Humanity of Ventura County (hereinafter “Applicant”) submitted a Design Review Permit (DRP 24-007) and Tentative Tract Map (TTM 25-002) for a multi-family housing project totaling five units that will be available to lower income households located at 408-410 North Montgomery Street (hereinafter “Project Site”); and

**WHEREAS**, the City acquired the approximately 8,880-square-foot (0.20-acre) property located at 408–410 North Montgomery Street in August 2010, following an extended effort with the previous owner to repair two deteriorated two-unit residential buildings on the site; and

**WHEREAS**, due to the inability to bring the two residential structures into habitable condition, the buildings were demolished in 2010, after which the City assumed ownership of the property; and

**WHEREAS**, although the property was located outside the City’s then-existing Redevelopment Project Area, a staff report dated September 28, 2010 identified the site as a prime location for development of an affordable housing project; and

**WHEREAS**, on September 28, 2010, the City transferred ownership of the property to the Redevelopment Agency for the express purpose of developing affordable housing, and the accompanying grant deed restricted use of the property exclusively to “Affordable Housing,” as defined in California Health and Safety Code Section 50052.5; and

**WHEREAS**, in early 2012, the State of California completed its dissolution of redevelopment agencies statewide, resulting in all assets of the former Ojai

Redevelopment Agency, including the undeveloped 408–410 North Montgomery Street property, transferring by operation of law to the City’s Successor Agency on February 1, 2012; and

**WHEREAS**, on January 27, 2015, the property was transferred from the Successor Agency back to the City to allow the City to carry out housing development activities and functions previously performed by the Redevelopment Agency; and

**WHEREAS**, pursuant to State Assembly Bill 1484, all Successor Agencies were required to prepare a Long-Range Property Management Plan governing the disposition and use of former Redevelopment Agency properties, including a Community Property Trust Fund listing real assets, within which the 408–410 North Montgomery Street property was the sole property held by the former Ojai Agency; and

**WHEREAS**, the Long-Range Property Management Plan documented that the subject property was originally acquired as an infill affordable housing site using Low- and Moderate-Income Housing Funds of the former Redevelopment Agency, and that the grant deed includes a reversionary clause restricting the property’s use to affordable housing purposes; and

**WHEREAS**, since 2015, the City Council and community have evaluated multiple development options for the site, and at the December 12, 2023 City Council meeting, the Council provided preliminary support for an affordable tiny homes project; and

**WHEREAS**, following that direction, the City engaged in additional discussions with Habitat for Humanity of Ventura County, resulting in a Memorandum of Understanding and Exclusive Negotiating Agreement outlining a path toward entitlements and financing, including the agreement by Habitat for Humanity to construct four tiny homes and one single-family residence on the property; and

**WHEREAS**, the proposed project is substantially consistent with the site plan included in the MOU and ENA, and is designed as a self-help “sweat equity” model through which Habitat for Humanity will sell all homes at affordable housing costs to lower-income households, with all five units deed-restricted for affordability; and

**WHEREAS**, the development proposal consists of two tiny-home duplexes and one single-family residence totaling five units on the 0.2 -acre site, resulting in a density of 25 units per acre, which is consistent with the Special Housing Overlay (SPL) that permits densities exceeding 20 units per acre for affordable housing projects; and

**WHEREAS**, all proposed units are single-story—approximately 398 square feet for each tiny-home unit and 898 square feet for the single-family home—falling below the SPL height limit of 30-feet, and while eligible for a State Density Bonus under Government

Code §65915, the project instead requests concessions related to development features including setbacks and minimum lot standards to meet affordability objectives; and

**WHEREAS**, the SPL establishes occupancy standards requiring a minimum percentage of units affordable to very-low, low-, and moderate-income households, and the MOU provides a preliminary indication of City Council support for an adjusted occupancy standard for this project; and

**WHEREAS**, Habitat for Humanity of Ventura County is a nonprofit organization whose mission is to bring people together to build homes, communities, and hope, and whose values emphasize creating safe, affordable housing that promotes self-reliance, dignity, and long-term community-based development; and

**WHEREAS**, on January 22, 2025 an incompleteness letter was provided to the applicant by the Community Development Department; and

**WHEREAS**, on October 17, 2025, the applicant/property owner submitted additional information including revised plans associated with this proposed site; and

**WHEREAS**, notice of the February 18, 2026, Planning Commission meeting was mailed to the applicant and property owner(s) within a 300-foot radius of the subject property on February 11, 2026, and notice was also provided to an extended radius of residential property owners along Franklin Drive regarding this project; and

**WHEREAS**, on February 18, 2026, the Planning Commission discussed this project, asked clarifying questions, opened the matter for public comment and input, and the Commission directed Staff to prepare a resolution for Commission consideration at the March 4, 2026 meeting; and

**WHEREAS**, notice of the March 4, 2026, Planning Commission meeting of was mailed to the applicant and property owner(s) within a 300-foot radius of the subject property and published in the Ojai Valley News on February 19, 2026, and notice was also provided to an extended radius of residential property owners along Franklin Drive regarding this project; and

**WHEREAS**, after taking public testimony, hearing evidence from the City staff, the applicant and the community, the Planning Commission found, by adoption of Planning Commission Resolution No. 26-04, that the requested approval of Design Review Permit No. DRP 24-007 and Tentative Tract Map No. TTM 25-002 is consistent with the City's General Plan and City's Municipal Code and recommended approval of the Design Review Permit and Tentative Tract Map, subject to the project's Conditions of Approval included in Planning Commission Resolution No. 26-04; and

**WHEREAS**, notice of the March 24, 2026, City Council meeting was mailed to the applicant and property owner(s) within a 300-foot radius of the subject property on March 13, 2026, was published in the Ojai Valley News on March 13, 2026, and notice was also provided to an extended radius of residential property owners along Franklin Drive regarding this project; and

**WHEREAS**, after taking public testimony, hearing evidence from the City staff, the applicant/representative, and the community, the City Council finds, pursuant to the findings included in this Resolution and subject to the project's Conditions of Approval included in this Resolution, that Design Review Permit No. DRP 24-007 and Tentative Tract Map No. TTM 25-002 is consistent with the City's General Plan and City's Municipal Code; and

**WHEREAS**, the Planning Commission found and the City Council further finds that the project is categorically exempt from review under the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15332, pertaining to infill projects, because (i) the project is consistent with the applicable general plan designation and all applicable general plan policies, as well as the applicable zoning designation and regulations; (ii) the project occurs within the City's limits and is located on a project site of no more than five acres substantially surrounded by urban uses; (iii) the project site has no value as habitat for endangered, rare, or threatened species; (iv) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the site can be adequately served by all required utilities and public services; and there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies; and

**WHEREAS**, the Applicant has requested density bonus incentives or concessions pursuant to Government Code Section 65915(d)(2)(D), the proposed project qualifies for such incentives or concessions, and such incentives or concessions would further the project and result in identifiable and actual cost reductions for the project; and

**WHEREAS**, pursuant to Government Code Section 65589.5(d), a local agency shall not disapprove a housing development project, for very low, low-, or moderate-income households, or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low-, or moderate-income households, including through the use of design review standards, unless it makes written findings, based upon a preponderance of the evidence in the record, that one of the circumstances set forth in subdivision (d) of Government Code Section 65589.5 exist, with respect to the project.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. Recitals.** That the City Council determines that the above set forth recitals are true and correct in regard to the application for the Design Review Permit (DRP 24-007) and Tentative Tract Map (TTM 25-002) incorporated herein.

**SECTION 2. Affordable Housing.** That the City Council acknowledges that the project at 408-410 North Montgomery Street addresses the housing crisis that is currently affecting both the City of Ojai and the State of California. The completion of this project would help the City reach its Regional Housing Needs Allocation (RHNA) plan. Ojai’s allocated Regional Housing Needs Assessment requirements adopted by the Southern California Association of Government are as follows:

County	Jurisdiction	Total	Very-Low Income	Low Income	Moderate Income	Above Average Income
Ventura	Ojai	53	13	9	10	21

**SECTION 3. CEQA.** The City Council hereby determines, based on the whole of the administrative record, that the proposed project is categorically exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15332 as an in-fill residential development project. Additionally, the City Council determines that project implementation is permitted under the City’s General Plan and zoning designations for the project site and that there is no substantial evidence demonstrating that an exception to a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies.

The subject site is zoned R-2 with a medium-high residential general plan land use designation and includes an SPL overlay designation. The zoning and land use designation are consistent and the project is consistent with the development of the Ojai Municipal Code; including Density Bonus provisions, and is a vacant 0.2039-acre sized lot. No habitat for endangered, rare, or threatened species has been identified and no significant effects relating to traffic, noise, air quality, or water quality would result and is currently adequately served by all required utilities and public services.

**SECTION 4. Adoption of Legislative Findings.** In approving the design review permit (DRP 24-007), the City Council finds and determines:

- a. The project fully complies with all applicable provisions of the Zoning Regulations or applicable state regulations related to 100% affordable housing development;
- b. The project’s site layout and building design are thoughtfully arranged to promote safe, efficient circulation and to ensure compatibility with surrounding properties. Specifically:

- Buildings, structures, and on-site improvements are positioned to avoid congestion and maintain a comfortable, well-organized site.
  - Vehicular ingress, egress, and internal pedestrian circulation routes are clear and well-designed, supporting safe and convenient access.
  - Setbacks meet all standards through concessions and provide appropriate separation and buffering.
  - Building heights are modest—single-story throughout—ensuring compatibility with the surrounding predominately single-story neighborhood.
  - Service areas are discreetly located for functionality while minimizing potential impacts.
  - Walls and fences are planned to enhance both safety and aesthetics.
  - Landscaping is incorporated throughout the project to support visual appeal, privacy, and environmental quality.
- c. All proposed exterior lighting is arranged and shielded to direct illumination away from neighboring properties, preventing glare and ensuring a respectful relationship with the surrounding area.
- d. Proposed signs will comply with and not interfere with traffic, limit visibility or be so directed as to adversely affect surrounding properties or in conflict with the zoning regulations.
- e. The project does not have direct access to a State highway, and thus these findings are not applicable.
- f. The project is consistent with the General Plan goals and policies and specifically the goals and policies outlined in the Land Use Element (LU-1, LU-2, LU-18) and Housing Element as this project is an infill site, multi-family zoning and consistent with density standards outlined through state law and our local ordinances. The site includes a covenant requiring affordable housing to be built onsite which is consistent with the Housing Element's SPL overlay. The site with density bonus incentives could include ten units onsite, but includes a total number of five units proposed onsite.

**SECTION 5. Incentives or Concessions, Density Bonus Law.** Pursuant to Government Code Section 65915(d)(2)(D) the Applicant/Representative is entitled to five incentives or concessions. The Applicant has identified and requested the following incentives or concessions: (1) reduction in minimum front setback from 20-feet to ten-

feet; (2) reduction in minimum side setback from 12/5-feet to zero-feet; (3) reduction in minimum rear setback from 25-feet to zero-feet; (4) minimum lot width reduction from 100-feet to 25-feet; and (5) reduction in minimum lot size of 10,000 square feet to 994-square feet. The allowance of all incentives or concessions would further the project and result in identifiable and actual cost reductions in the form of: (i) eligibility for a higher level of potential state funding for the project; and (ii) a reduction of the project's property tax liability (on a per lot basis).

**SECTION 6. Affordable Housing Standards.** City Council has reviewed the affordable housing mix and determined that an exception to Section 10-2.704(g)(1) may be granted to the occupancy standards as 100 percent of the units will be available to lower-income households. The for-sale housing mix includes units which serve to address a portion of the City of Ojai's RHNA allocation in the lower income qualifying categories.

**SECTION 7. Approval.** The City Council hereby approves Design Review Permit (DRP 24-007) and Tentative Tract Map (TTM 25-002) subject to the following conditions and provisions identified by the MOU and ENA regarding the project.

COMMUNITY DEVELOPMENT DEPARTMENT AND CITY COUNCIL CONDITIONS  
OF APPROVAL

Project Specific Conditions:

1. Approval of Design Review Permit (24-007) and Tentative Tract Map (TTM 25-002) includes the following and are further identified with the plans on file as follows:
  - a. Development of a 100% affordable housing project on an approximately 0.20 acre vacant site;
  - b. Project includes and consists of two tiny-home duplexes and one single-family home;
  - c. Construction of five, one-story residential units deed-restricted to lower-income households;
  - d. A parking plan with six proposed on-site parking spaces; and
  - e. Drought tolerant – native landscaping.
2. The applicant shall install public improvements to the satisfaction of the City Engineer pursuant to Title 7 (Public Works) of the Ojai Municipal Code and shall obtain any permits required by the City pursuant to the City's standards and fees.
3. The applicant shall underground all on-site utility facilities including cable television, electric, and telecommunications lines, intended to serve a new structure in compliance with Section 10-2.808 (Undergrounding of utilities) of the Ojai Municipal Code.

4. The Applicant is prohibited from using any portion of the Project Site for short-term, transient, or vacation rentals for any period of time less than one calendar month in exchange for any form of compensation as this land use is not permitted by Ojai Municipal Code Section 10-2.402, Table 2-2, which lists all allowable land uses in residential zones and further referenced pursuant to Title 4, Chapter 24 of the Ojai Municipal Code. This prohibition shall remain in place unless and until the Ojai Municipal Code is amended to permit this land use. Violation of this condition of approval may result in revocation of the proposed Project Site and/or administrative citation(s), in compliance with all applicable laws.
5. All Building permit submittals shall have these conditions as the first page of the plans and be consistent with these Conditions of Approval. Any changes to the building permit submittal not in conformance with this approval will require a modification to this Proposed Project.
6. The Design Review Permit (24-007) approval for Project Site shall be exercised in compliance with Title 10, Chapter 2, Article 32 (Time Limits and Extensions) of the Ojai Municipal Code or the permit shall be deemed void, unless such approval is extended by the City Council for good cause either before or after the expiration of such time limit.
7. If noise levels associated with Project Site construction exceed State standards as cited in the City's Noise Element of the General Plan and the Uniform Building Code, applicant will provide for mitigation of noise generation to State standards and the City's Noise Standards pursuant to Title 5, Chapter 11 (Noise Standards and Regulations) of the Ojai Municipal Code.
8. Prior to issuance of building permit(s), consistent with the Surplus Land Act (SLA – Gov Code § 54220-54234), the City selling/leasing land shall fully comply with the process which includes notification, affordability level, terms, exemptions and other associated process proceedings.
9. Prior to commencing construction, a building permit shall be obtained from the building division. All conditions of the building division shall be met pursuant to Title 9 (Building Regulations) of the Ojai Municipal Code; including fire safety/hardening measures for each onsite residential unit.
10. Prior to issuance of a building permit, Applicant shall provide a will-serve letter from Ojai Valley Sanitary District (OVSD), Casitas Municipal Water District (CMWD), SoCal gas, and Southern California Edison for the Project Site.
11. All proposed outdoor lighting for the Project Site shall comply with Title 10, Chapter 2, Article 16.5 (Exterior Lighting Standards) of the Ojai Municipal Code. Prior to issuance of a building permit, the applicant/property owner shall submit a final lighting plan for

review and approval by the Community Development Department. The final plan shall indicate location of all lighting, both on the subject building(s) and in the surrounding site area, shall illustrate type, style and height of fixtures, and illumination type. All lighting shall be shielded and confined within the property boundary lines.

12. During construction, short-term dust impacts shall be mitigated by sufficiently watering all excavated or graded materials to prevent excessive amounts of dust. Watering shall occur twice daily with complete coverage, preferably in the late morning and after work is completed for the duration of construction.
13. To reduce potential short-term, construction-related noise impacts associated with this project, construction work shall be limited to occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday and prohibited on weekends and holidays, or as otherwise determined by the City Council.
14. Prior to the issuance of grading permits and or encroachment permits through the City Engineer the applicant/property owner shall:
  - a. File a Notice of Intent with the Regional Water Quality Control Board;
  - b. Submit comprehensive grading and drainage plans prepared by a registered civil engineer with expertise in complying with NPDES permit regulations. The plans shall be in conformance with Title 9 (Building Regulations) of the Ojai Municipal Code, list all applicable Best Management Practices (BMP's) for construction, and be in compliance with any applicable National Pollution Discharge Elimination System (NPDES) permit and Standard Urban Storm Water Mitigation Plan (SUSMP) requirements, subject to the review and approval of the Public Works Director or designee.
  - c. Apply for a General Construction Permit, and submit an Erosion and Sediment Control Plan (ESCP – identical information as typically provided in a Storm water Pollution Prevention Plan). ESCP/SWPPP shall be prepared by a qualified SWPPP developer (QSD), and BMP's shall be designed by a registered civil engineer, in compliance with the NPDES permit requirements, which addresses on-site retention, subject to review and approval by the City Engineer or designee. Said plan should include an operation and maintenance plan, a monitoring plan, and verification of ongoing BMP maintenance.
  - d. Post security deposits guaranteeing: 1) Construction within the public right-of-way; 2) Grading improvements; 3) Construction of all utilities serving the site; 4) Sewer improvements; 5) Maintenance deposits; 6) Landscaping improvements.

15. Demonstrate compliance with the National Pollution Discharge Elimination System (NPDES) permit requirements and MS4 permit requirements (Order No. CAS004004 and Board Order No. R4-2021-0105 respectively), including on-site retention of the Stormwater quality design volume from: (a) the 0.75-inch, 24-hour storm event; and, (b) the 85<sup>th</sup> percentile 24-hour rain event, as determined from Ventura County Isohyetal map, whichever is greater, subject to review and approval by the City Engineer or designee.
16. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall make his or her determination within two working days from the time the person responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains.

If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.

The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.

The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.

If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance.

If the landowner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission (NAHC).

Discuss and confer means the meaningful and timely discussion with careful consideration of the views of each party's cultural values and, where feasible, seeking agreement.

If mediation fails, the landowner shall reinter the human remains with appropriate dignity on the property in a location not subject to future subsurface disturbance.

In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the vicinity of the find must be temporarily suspended or redirected until an archaeologist and a Native American (Chumash) have evaluated the nature and significance of the find. Within ten days of a find of Cultural Resources the applicant shall submit a plan drafted in concert with an archeologist and Native American (Chumash) to the City for review and approval by the Community Development Director in consultation with the lead tribal representative for the Barbareño/Ventureño band of Mission Indians as maintained on the NAHC contact list. All plans submitted for review shall include preservation on site whenever feasible. After the find has been appropriately mitigated pursuant to the approved mitigation plan, work in the area may resume. Any archeology/cultural material found shall be recorded and report submitted to the appropriate agencies.

17. Prior to Construction:

- a. A pre-construction/grading meeting shall be conducted which includes City Staff members, Ventura County Fire representative, Ventura County Police representative, tribal representative (Barbareno/Ventureno), critical members of the RRM Design Group and Habitat For Humanity of Ventura County affordable housing project team which will be performing the modifications to the site;
- b. Ascertain and comply with all Ventura County Fire Department requirements associated with the subject site and building modifications;
- c. Provide a final lighting plan which includes a photometric analysis and details to support compliance with Section 10-2.16.5 (Exterior Lighting Standards) of the Ojai Municipal Code for review and approval by the Community Development Director or designee;
- d. Provide a final landscaping plan which includes a planting plan consistent with Title 10, Chapter 2, Article 12 (Landscaping Standards) of the Ojai Municipal Code; and
- e. The applicant/representative shall provide all information pertaining to the installation of two stop signs at the T-intersection of Montgomery Street and Franklin Drive consistent with Title 3, Chapter 2, Article 9 (Stop Signs) of the Ojai Municipal Code and consistent with Section 21354 of the California Vehicle Code.

18. Submit and receive approval from the City Engineer regarding any modifications to the sidewalk, existing curb cut(s) or other improvement anticipated along Montgomery Street and Franklin Drive for this project site. Provide such approval to the community development department prior to issuance of certificate(s) of occupancy for the subject site.
- a. The applicant/property owner shall submit a Construction Traffic Management Plan to the City of Ojai. The plan shall be required to be implemented during all construction and grading activities and to identify contractor contact information and responsibilities; construction hours; hauling schedules and truck/hauling routes; all traffic control measures and signs; and delineators to be implemented by the construction contractor through the duration of construction activities associated with the project site, parking, and cleanup. The plans shall also require the construction contractor(s) to implement the following measures during grading and construction. These measures shall be discussed at the pre-construction/grading conference/meeting and shall be added as notes to the grading and construction plans:
    - A. Provide adequate traffic control for any street closure, detour, or other disruption to traffic circulation.
    - B. Develop a traffic plan to minimize traffic flow interference from construction activities (e.g. advanced public notice of demolition activities and routing).
    - C. Minimize obstruction of through-traffic lanes and provide temporary traffic controls, such as a flag person, for all phases of the Project and of construction to maintain a smooth traffic flow.
    - D. Identify the routes construction vehicles will utilize for the delivery of construction materials (e.g. lumber, tiles, piping, doors, and windows), to access the site, traffic controls and detours, and proposed construction phasing plan for the project.
    - E. Coordinate deliveries to reduce the potential of trucks waiting to unload for long periods of time.
    - F. Identify parking needs and parking areas for construction-related equipment and worker support.
    - G. Specify the hours during which transport activities can occur and methods to mitigate construction-related impacts to adjacent streets. As a reminder, construction activities in the City of Ojai are limited to Monday-Friday between 7:00 a.m. and 5:00 p.m. pursuant to Section 5-11.05 (Special noise sources) of the Ojai Municipal Code.
    - H. If hauling operations cause any damage to existing pavement, street, curbs, and/or gutter along the haul route, the Project applicant/property owner will be fully responsible for repairs. The repairs shall be completed to the satisfaction of the City Engineer or designee.

- I. All construction-related parking and staging of vehicles and materials shall be kept out of the adjacent/abutting public roadways and occur on-site or at an approved alternative staging area/site.
  - J. The Construction Traffic Management Plan shall meet standards established in the current California Manual on Uniform Traffic Control Device (MUTCD), as well as City of Ojai specific requirements.
- b. Submit and receive approval of construction plans, structural calculations, and Title 24 Energy calculations as required by the City of Ojai's Community Development Department, Building Official, and pursuant to Title 9 (Building Regulations) of the Ojai Municipal Code. When submitting plans at the time of plan check, if any substantial changes have been made from the approved Design Review Plan No. 24-007, the plans may require further review and consideration by the Planning Commission or City Council, which may delay the Project and entail additional fees.

19. Pay all applicable fees established by City Ordinance and Resolution:

- a. The following notes shall be placed on the cover sheet of all grading, demolition, and building plans:
  - A. Restrict grading and construction activities to daily operation between 7:00 a.m. to 5:00 p.m. weekdays only. No work shall be performed weekends or federal holidays.
    1. Ensure all construction equipment is properly maintained in accordance with the manufacturer's recommendations. All vehicles and compressors shall be equipped with exhaust mufflers and engine enclosure covers designed by the manufacturer.
    2. The construction activities shall comply with all requirements of the City of Ojai's Noise Ordinance; Title 5, Chapter 11 (Noise Standards and Regulations) of the Ojai Municipal Code.

20. A construction site notice shall be posted including the following information: job site address, permit number, name and phone of the contractor and owner, construction hours allowed and the City phone number where violations can be reported.

21. During Construction:

- a. Short-term dust impacts shall be mitigated by sufficiently watering all excavated or graded material to prevent excess amounts of dust. Watering shall occur twice daily with complete coverage, preferable in the late morning and after work is completed for the duration of construction. Additionally during grading and construction operations, the applicant/property owner shall implement best available control measures (BACMs) to minimize nuisance levels of construction activities emissions such as dirt, emissions and off-site impacts. BACMs shall include:

- A. Require the use of dozers and excavators with level 3 diesel particulate filters installed for asphalt demolition and site preparation activities. A list of construction equipment by type and model year shall be maintained by the construction contractor on-site. These requirements shall be noted on all construction management plans verified by the City of Ojai.
  - 1. Cover all haul trucks or maintain at least two-feet of freeboard.
  - 2. Pave or apply water two times daily to all unpaved parking or staging areas.
  - 3. Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
  - 4. Cover or water twice daily any on-site stockpiles or debris, dirt, or dusty material.
  - 5. Suspend all operations on any unpaved surface if winds exceed 25 mph.
  - 6. Hydro-seed or otherwise stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed.
  - 7. Require 90-day low-NOx tune-ups for off-road equipment.
  - 8. Limit allowable idling to five minutes for trucks and heavy equipment.
  - 9. Encourage carpooling for construction workers.
  - 10. Limit lane closures to off-peak travel periods.
  - 11. Park construction vehicles off traveled roadways.
  - 12. Wet down or cover dirt hauled offsite.
  - 13. Encourage receipt of material during non-peak traffic hours.
- b. Encourage receipt of material during non-peak traffic hours;
- c. Outdoor storage of construction materials must be adequately screened from the street and abutting neighbors, subject to the review and approval of the Community Development Director;
- d. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. Applicant shall take advantage of all recycling programs offered by the City's contract rubbish hauler (E.J. Harrison & Sons, Inc.);

22. Prior to issuance of certificate of occupancy and final Community Development Department Inspection(s) and City Engineering Inspections, the applicant/property owner shall:

- a. Ascertain and comply with all building code requirements pursuant to Title 9 (Building Regulations), and construct project to approved plans on file with the Community Development Department and the Encroachment Permit on file with the Public Works Department; and

- b. Submit an application and received approval from the Community Development Department for an address assignment, which include an address number for the Project Site and the associated 5 onsite units.
23. All trash enclosure storage areas must have solid gates, covers, walls, and be of similar design as the subject development structure.
24. Surface drainage water shall not be allowed to drain or flow upon adjoining lots unless approval has been granted by the City.
25. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. Applicant shall take advantage of all recycling programs offered by the City's contract rubbish hauler and shall provide space for storage of containers for this purpose.
26. No structure of a temporary or permanent character, trailer, camper, boat or equipment, or materials, supplies, inventory or work in progress or any similar property shall be permitted to remain upon the exterior portion of the lot, after completion of construction and final building permit approval.
27. All requirements of any law, ordinance or regulation of the State of California, City of Ojai, and any other governmental entity shall be complied with in the exercise of this recommended approval.
28. On-street parking shall not be counted towards on-site parking requirements.
29. Compliance with the storm water quality mitigation requirements of the City's current Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004004, Board Order No. R4-2021-0105 (MS4 Permit).
30. Prior to certificate of Occupancy, the applicant/property owner shall provide the city for review and approval an Affordable housing agreement. All Affordable Housing projects approved under Section 10-2.902 (Definitions) shall be subject to and contingent upon execution and recordation of an Affordable Housing Agreement which, at a minimum, shall encompass the following elements:
  - a. Occupancy preferences. Occupancy preferences shall be given to: (1) persons who have full time gainful employment in the City, sphere of influence, or Area of Interest but currently reside elsewhere; and (2) target income households who currently reside in the City, sphere of influence, or Area of Interest but whose housing costs exceed those deemed affordable. The project developer shall maintain a waiting list of all persons who apply to become tenants/owners, with information sufficient to rank such persons in a manner consistent with Ordinance No. 945 (Local Tenant Preference Policy adopted pursuant to SB 649).

- b. Property maintenance. Property maintenance standards shall ensure that the project developer (for itself, its successors, its assigns, and every successor in interest to the Affordable Housing or any part thereof or any interest therein) shall maintain, repair and operate the site and all other improvements constructed or to be constructed thereon (including landscaping, lighting and signage) in a first-quality condition, free of debris, waste and graffiti.
- c. Project management. Project management standards shall ensure that the project developer (for itself, its successors, its assigns, and every successor in interest to the Affordable Housing or any part thereof or any interest therein) shall manage and operate the site in accordance with a management plan prepared by project developer and submitted to and approved in writing by the Director.
- d. Provisions acknowledging and identifying compliance with local tenant preference policy for lower-income deed-restricted affordable housing units, consist with Ordinance No. 945.
- e. Limit the number of vehicle(s) for each unit. Not-to-exceed one vehicle for each tiny house unit (approximately 398 square feet). Two vehicles for the single family residence (approximately 898 square feet). Each owner will be required to sign a statement acknowledging this limitation and repercussions of violating this restriction.
- f. Other elements and information typical to address the deed-restricted unit mix and make-up associated with the affordable housing Project Site.

Tentative Tract Map Conditions:

- 31. The recommended approval of the tentative tract map shall expire three years from the date of the City Council action unless extended under Government Code 6452.6. The final tract map shall be filed with the City Engineer, and shall comply with the Subdivision Map Act of the State of California and all applicable Ordinances, requirements, and resolutions of the City of Ojai within this period.
- 32. Include on original, signed final map offers for dedication of all necessary easements when required for roadway purposes, public sidewalks, drainage facilities, landscaping, utilities, ingress/egress, etc. All dedications shall be recorded as directed by the City Engineer. No structures shall be placed on any part of any dedicated easement(s) except those directly related to the purposes of said easement, or otherwise approved by the City Engineer.
- 33. Compliance with Section 10-3.08 (Final parcel maps and tract maps) of the Ojai Municipal Code including all provisions outlined within said section.
  - a. Consistent with Section 10-3.08 (Final parcel maps and tract maps) of the Ojai Municipal Code the final tract map together with any improvement agreements shall be before City Council consideration

Fire Department Standard Conditions:

34. All conditions of the Ventura County Fire Prevention Division (VCFD) of the Ventura County Fire District shall be met only to the extent these standards apply in the City of Ojai.
35. Applicant/property owner shall obtain VCFD Form #610B "Requirements for Construction" prior to obtaining a building permit for any new structures or additions to existing structures.
36. The applicant/property owner shall install a fire-sprinkler system for the Project Site.
37. Residential Address Numbers-Address numbers, a minimum of 4 inches high, shall be installed prior to occupancy, shall be of contrasting color to the background, and shall be readily visible at night. Brass or gold-plated numbers shall not be used. Where structures are set back more than 150 feet from the street, larger numbers will be required so that they are distinguishable from the street. In the event the structure(s) is not visible from the street, the address number(s) shall be posted adjacent to the driveway entrance on an elevated post.

Legal Standard Conditions:

38. Legal requirements:

- a. The owner/applicant, on behalf of itself and its successors and assigns, shall defend and hold harmless the City of Ojai, its officers, boards, commissions, agents and employees, and each of them from and against any claims, demands, actions, suits, liabilities and judgments of every kind and nature regardless of the merit of the same arising out of or related to the exercise and enjoyment of the approval of the City of the development permits necessary to the project including costs of investigations, attorney fees and court costs in the defense of any actions, including the defense of any actions brought to challenge the City's approval of the project, or this resolution for this project.
- b. If the City believes that it is entitled to indemnification pursuant to this Condition, the City shall give the applicant prompt and written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such claim for indemnification. Each such claim for indemnification shall expressly state that the applicant shall have only the thirty (30)-day period referred to in the next sentence to dispute or deny such a claim. The applicant shall have thirty (30) days following its receipt of such notice either to (i) acquiesce in such claim and its responsibilities to indemnify the City in respect thereof in accordance with the terms of this Condition by giving the City written notice of such acquiescence or (ii) object to the claim by giving the City written notice of the objection. If the applicant does not object to such claim for indemnification within such thirty (30)-day period, the applicant shall be

deemed to have acquiesced in such claim and its responsibilities to indemnify the City in respect thereof in accordance with the terms of this Condition. If the applicant objects to such claim for indemnification within such thirty (30)-day period but it is subsequently determined that the City is entitled to indemnification from the applicant, interest shall be deemed to have accrued on the unpaid amount of such indemnification, including cost to defend, from the date on which the judgment or other final order is entered against the City until full payment of the amount of such indemnification at a rate of ten percent (10 percent) per annum and the City shall be entitled to payment of such interest from the applicant.

- c. In connection with any claim which may give rise to indemnity under this Condition resulting from or arising out of any claim or proceeding against the City, the applicant shall (unless the City elects not to seek indemnity hereunder for such claim) assume the defense of such claim or proceeding and provide assurances, reasonably satisfactory to the City, that the applicant will be financially able to satisfy the amount of such claim in full if such claim or proceeding is decided adversely.

If the applicant assumes the defense of any such claim or proceeding, the applicant shall select counsel reasonably acceptable to the City to conduct the defense of such claim or proceeding, or shall pay for the defense of such claim or proceeding by the City's attorneys, shall take all steps reasonably necessary in the defense or settlement thereof, shall at all times diligently and promptly pursue the resolution thereof and shall bear all costs and expenses in connection with defending against such claim or proceeding.

If the applicant shall have assumed the defense of any claim or proceeding in accordance with this Condition, the applicant may consent to a settlement of, or the entry of any judgment arising from, any such claim or proceeding only with the prior written consent of the City; provided, that the applicant shall pay or cause to be paid all amounts arising out of such settlement or judgment either concurrently with the effectiveness thereof or shall obtain and deliver to the City prior to the execution of such settlement a general release executed by the person not a party hereto, which general release shall release the City from any liability in such matter; provided, further, that the applicant shall not be authorized to encumber any of the assets of the city or to agree any restriction that would apply to the City or to its conduct of business; provided, further, that a condition to any such settlement shall be a complete release of the City, its council, board, commissions, officers, employees, consultants and agents with respect to such claim. The City shall be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense. The City shall, and shall cause each of its officers, employees, consultants and agents to cooperate fully with the applicant in the defense of

any claim or proceeding being defended by the applicant pursuant to this Condition.

**PASSED, APPROVED AND ADOPTED** \_\_\_\_\_, 2026.

CITY OF OJAI, CALIFORNIA

\_\_\_\_\_  
Andy Gilman, Mayor

Attested to on \_\_\_\_\_.

\_\_\_\_\_  
Steve Quilici, City Clerk

Approved as to form:

\_\_\_\_\_  
Bethany A. Burgess, City Attorney

I, Weston Montgomery, Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-7 was adopted by the Ojai City Council at a regular meeting held \_\_\_\_\_, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Weston Montgomery, Chief Deputy City Clerk



## Administrative Report

**TO:** Honorable City Council

**FROM:** Ben Harvey, City Manager  
Bethany Burgess, City Attorney  
Lucas Seibert, Community Development Director

**MEETING DATE:** March 24, 2026

**SUBJECT:** Design Review Permit (DRP 24-007) and Tentative Tract Map (TTM 24-001) | Consider Approving the Proposed Five-Unit Single-Story Deed-Restricted 100% Affordable Housing Project Located at 408-410 North Montgomery Street; Assessor's Parcel Number: 021-0-092-010; Zoning Classification is Multi-Family Residential (R-2) – Site No. 23 of the Housing Element; General Plan Land Use Designation is Medium High-Density Residential (MHR) and includes a Special Housing Overlay designation (SPL overlay); Property Owner: City of Ojai; Applicant: Linda Blackburn, RRM Design Group; Representative: Habitat for Humanity of Ventura County (*City Council Direction*)

---

### RECOMMENDATION

1. Receive the information and presentation and ask clarifying questions of the applicant and staff;
2. Open the matter for public comment; and
3. Adopt Resolution No. 2026-7 approving the proposed five-unit deed-restricted 100% affordable housing project on an existing 8,915 square-foot vacant lot (0.20 acres) located at 408-410 North Montgomery Street and determining the project is categorically exempt under the California Environmental Quality Act.

### SUMMARY

The proposed affordable housing project at 408–410 North Montgomery Street consists of five single-story units—four tiny-home duplex units and one single-family home—on a 0.20-acre City-owned infill site. Although the resulting density of 25 units per acre exceeds the base R-2 zoning allowance, it is fully consistent with the Special Housing Overlay (SPL), which permits 20+ units per acre for affordable housing. All units will be 100% affordable for-sale in partnership with Habitat for Humanity of Ventura County and sized at approximately 398 square feet each for four tiny homes and 898 square feet for the single-family home. While the project could claim additional density under State Density Bonus Law, it instead uses concessions related to parking, setbacks, and lot size to meet affordability objectives. The project's design includes onsite parking, bicycle facilities,

pedestrian pathways, landscaping, and a central shared courtyard, with all elements adhering to applicable Ojai Municipal Code requirements.

As part of this review process, the Planning Commission held two meetings on the matter, first to ask questions and offer feedback, and later to consider a resolution recommending approval of the project. The final recommendation included a condition limiting parking to one space per tiny house and two spaces for the single-family home, cementing consistency with Density Bonus parking standards.

The property has a long history tied to the City's affordable housing goals. After the demolition of deteriorated buildings in 2010, the land moved through the Redevelopment Agency dissolution process and ultimately returned to the City with a restrictive covenant requiring affordable housing use. Since 2015, the City has evaluated various development options, leading to a 2023 City Council indication of support for tiny homes. The City and Habitat for Humanity subsequently prepared an MOU and Exclusive Negotiating Agreement, under which Habitat will construct and sell the homes to income-qualified households participating in its sweat-equity program, subject to a ground lease from the City. All five homes will be deed-restricted for affordability for the full lease term to lower-income households. The project is consistent with the General Plan, zoning, SPL Overlay, State Density Bonus Law, and qualifies for a CEQA Class 32 In-Fill Exemption, advancing local and state housing objectives while maintaining neighborhood compatibility.

## **DISCUSSION**

The proposed project located at 408–410 North Montgomery Street consists of two tiny-home duplexes and one single-family home, totaling five residential units on an approximately 0.20-acre City-owned infill site. This equates to a project density of 25 dwelling units per acre, which exceeds the base zoning allowance, but is consistent with the Special Housing Overlay (SPL) standards that permit 20+ units per acre in exchange for affordable housing. The project is located in the R-2 (Medium Density Residential) zone, carries a Medium High Density Residential General Plan designation, and is within the SPL. The zoning designation and land use designation are consistent.

The development is 100% affordable for-sale housing, and, in working with Habitat for Humanity of Ventura County, is intended to provide high-quality homeownership opportunities for income qualifying residents. The four tiny-home units are approximately 398 square feet each, and the single-family home is approximately 898 square feet, all designed as single-story structures that remain well below the SPL height limitation of 30'-0". While the project qualifies for additional density under State Density Bonus Law (Gov. Code §65915), no additional density bonus units are being considered; however, the project includes concessions related to parking, lot specifications, and setbacks to achieve affordability objectives.

Note, the SPL overlay section of the City's code includes an Occupancy standard which equates to a number and distribution of affordable housing as a minimum: (i) 15% of the total number of dwellings shall be developed as affordable housing for very low income households; (ii) 15% of the total number of dwellings shall be developed as affordable housing for low income households; and (iii) 5% of the total number of dwellings shall be developed as affordable housing for moderate income households. Exceptions may be

granted at the sole discretion of the City Council. The MOU attached to this report provides a preliminary nod to an adjusted occupancy standard. In order to qualify for the requested density bonus concessions or incentives, at least 80% (or four) of the units must be developed as housing for lower-income households and 20% (or one) of the units may be developed as housing for moderate-income households. Habitat has agreed that all five units will be deed restricted for lower-income households.

The design team has put together rough estimates, including the monthly mortgage payments. These below figures can vary depending on down payment amounts, the financial institution/mortgage lender a household chooses, and variables related to ongoing increases to construction costs (i.e. materials/labor). The estimates below are identified for the Tiny Home(s) and Single-Family Home:

### **One Tiny home |**

Sale price: \$60,000 - \$80,000

\*\*\*Monthly mortgage payment: \$744 - \$1,322

### **One Single-Family home |**

Sale price: \$120,000 - \$160,000

\*\*\*Monthly mortgage payment: \$1,234 - \$2,238

\*\*\* Estimated principal and interest, property taxes, homeowner's insurance and Property Mortgage Insurance included.

*Parking Demand* | Parking is provided onsite with six surface parking spaces, including one van-accessible space, accessed from both Montgomery Street and Franklin Drive. While standard zoning would require ten covered parking spaces (pursuant to Section 10-2.1405 Table 3-5 of the Ojai Municipal Code), the project relies on SPL variable parking standards and State Density Bonus concessions to reduce parking requirements to one parking space for each tiny house and two parking spaces for the single family residence (Gov. Code §65915(p)(1)(A)). In addition, the project provides three double-sided bicycle lockers accommodating six bicycles, supporting alternative transportation consistent with Section 10-2.1410, Bicycle parking requirements of the Ojai Municipal Code.

*Landscaping and Lighting* | The site plan emphasizes landscaping and open space, including a central courtyard accessible to all units with seating, picnic areas, and integrated landscaping. Pedestrian pathways connect residences to public sidewalks, parking areas, and a trash enclosure. Existing perimeter fencing along the eastern and southern boundaries is retained, and building placement and setbacks are designed to minimize visual impacts and maintain neighborhood character. The pathways include pedestrian level lighting consistent with Section 10-2.16.5 (Exterior lighting standards) of the Ojai Municipal Code.

*Preliminary Tract Map* | Each of the five units will be on their own parcel through a tract map subdivision of the property, including shared property line walls. Each of the lots created would be substandard to the Ojai Municipal Code and Title 10 Chapter 3 (Subdivision Regulations). However, because this site includes affordable housing units

consistent with the Subdivision Map Act and Density Bonus Law Gov. Code §65915(e) and (f) allow waivers or concessions to the development standards which relate to minimum lot size, setbacks, and lot/parcel dimensions. Habitat for Humanity is requesting concessions to address those inconsistent development standards. This is further specified in the Frequently Asked Questions, Attachment B.

*Background* | The City acquired the approximately 8,915 square-foot (0.20 acres) 408-410 N. Montgomery Street property, located at the southeastern corner of N. Montgomery Street and Franklin Drive, in August 2010 following a lengthy effort with the previous property owner to repair two dilapidated two-unit residential buildings then located on the property. The inability to get the two buildings renovated and in habitable condition resulted in their demolition in 2010 and the City subsequently acquiring the property. The property was located outside of the City's then-existing Redevelopment Project Area but was considered, according to a September 28, 2010 staff report, a prime location for the Redevelopment Agency to develop an affordable housing project. Accordingly, in 2010, ownership of the property was transferred from the City to the Redevelopment Agency for that purpose, with the grant deed stipulating that the Grantee Redevelopment Agency shall be prohibited from using the Property for any purpose other than Affordable Housing, as defined by the California Health and Safety Code Section 50052.5.

In early 2012, the State was concluding the dissolution process of redevelopment agencies statewide, including Ojai's Redevelopment Agency. On February 1, 2012, all assets of the Redevelopment Agency, including the undeveloped 408-410 North Montgomery Street property, transferred by operation of law from the defunct Redevelopment Agency to the City's Successor Agency. On January 27, 2015, the property was transferred from the Successor Agency back to the City for the purposes of allowing the City to appropriately complete the housing project and carry out the functions previously performed by the Redevelopment Agency.

Additionally, as part of the Redevelopment Agency dissolution process, all Successor Agencies were required under State Assembly Bill 1484 to prepare a Long-Range Property Management Plan to govern the disposition and use of former Redevelopment Agency property. A required component of the plan was the Community Property Trust Fund, essentially an inventory of all real properties held by the Agency. In Ojai's case, 408-410 North Montgomery Street was the only Agency property listed in the Trust Fund. According to the plan, the subject site was acquired as an infill site for affordable housing using funds from the Low and Moderate Income Housing Fund of the former Ojai Redevelopment Agency, the grant deed contains a use restriction/reversionary clause which restricts the use to affordable housing. The report and attachments documenting these efforts is Attachment B.

Since 2015, the community and City Council evaluated several options to develop this site and through these discussions and public review, the City Council provided a preliminary indication of support for a potential affordable tiny homes project at this site at the December 12, 2023 City Council meeting.

Following that meeting, the City engaged in continued discussions with Habitat for Humanity of Ventura County and developed a Memorandum of Understanding (MOU) for

the project to proceed to the entitlements and financing phases, if approved by the City Council. The MOU and Exclusive Negotiating Agreement (ENA) contemplate that the City and Habitat will enter into a ground lease of the land, and that Habitat for Humanity will accept the ground leased land and all responsibilities and requirements associated with said land to construct four tiny homes and one single-family residential home, totaling five single-story homes, and parking on the subject property.

The project will be substantially consistent with the Site Plan provided as part of the MOU along with the ENA. The project will be a self-help, "sweat equity" project, with Habitat for Humanity selling the homes at an affordable housing cost for lower-income households [up to 80% of Ventura County median income] to residents qualifying via the Habitat for Humanity sweat-equity process. All 5 units will be deed-restricted as affordable units to lower-income households. At the end of the ground lease period, the land will revert to the City. The Memorandum of Understanding and Exclusive Negotiating Agreements are Attachment C.

*Planning Commission Review* | The Commission reviewed this matter at two separate meetings. The first meeting was an opportunity to ask questions and provide feedback on the project and provide feedback to the applicant/representative. The second meeting included a resolution recommending approval on this matter with an added condition to limit parking to each of the tiny houses to one parking space and for the single family residential home to two parking spaces. The condition maintains consistency with the Density Bonus parking standard of one parking space for one bedroom units and two parking spaces for two bedroom units. After reviewing all of the comments and questions received through the two commission meetings, staff put together a Frequently Asked Questions document which is Attachment B.

*Longterm Ground Lease* | The MOU and ENA contemplate that the City will enter into a long-term ground lease with Habitat for Humanity. A ground lease is commonly applied to support development while retaining ownership and long-term control of public land. Instead of selling property outright, the City can grant developers extended leases allowing the developer, Habitat for Humanity of Ventura in this case, to build and operate development without relinquishing title. This arrangement supports public interests by ensuring housing affordability, maintaining community facilities, and safeguarding open space, often through specific covenants and provisions in the long-term lease.

In some cases, a local municipality may benefit financially from mechanisms like annual rent, revenue sharing, and performance-based escalations, creating reliable income streams over time. At lease end, both land and improvements typically revert to city ownership, enabling future reassessment. The structure also helps developers access financing while limiting direct risk to the public sector, and adheres to state and local policies prioritizing affordable housing and public use in land disposition, and not requiring the city of Ojai to go through the California Surplus Land Act process to sell the land.

For context purposes, the California Surplus Land Act governs how cities, counties, and special districts dispose of publicly owned land that is no longer needed for agency use. When a local agency determines a property is "surplus," it must first provide written notice of availability to certain public entities and housing organizations, the Department of

Housing and Community Development, affordable housing developers, park and recreation agencies, school districts, and transit agencies. These entities have a specified period (~60 days) to notify the agency of their interest. If interest is expressed, the agency must enter into a good-faith negotiation period of at least 90 days to explore a potential sale or lease for qualifying uses—most notably affordable housing, parks, or public facilities.

If no agreement is reached after good-faith negotiations, or if no eligible entity expresses interest, the local agency may then sell or lease the property on the open market. However, if housing is developed on the site, the Act requires a percentage of the units to be affordable to lower-income households depending on the project type. Before finalizing any disposition, the agency must submit documentation of the process to the California Department of Housing and Community Development for review and receive a determination that the agency complied with the Act. This process is intended to ensure that surplus public land is prioritized for affordable housing and other community-serving uses before it is sold for private development.

Note, exemptions are provided for projects with 100% affordable units, but they must meet specific, rigorous affordability requirements and in some cases prevailing wage standards, be located outside of historic districts/sites, not within protected areas such as coastal zones, and are subject to HCD review. Additional exemptions exist for projects below half an acre in size, and may be applicable to this project.

*General Plan and Zoning* | In general, the Montgomery Street corridor between Ojai Avenue, to the south of the property, and Grand Avenue, to the north, contains a wide range of uses, including multi- and single-family residences, hotel/inn, medical and service facilities, offices and restaurants; typical of a neighborhood bordering on a downtown area.

When the City acquired the 408-410 N. Montgomery Street property in 2010 the site was designated Medium High Density Residential (MHR) on the City’s General Plan Land Use Map. The MHR designation allows up to eight dwelling units per acre. The property is zoned Multi-Family Residential (R-2), consistent with the MHR General Plan designation; the R-2 zoning district also allows a residential density up to eight units per acre. These General Plan and zoning designations remain in place today and are consistent.

However, when City Council adopted its current Housing Element, the 408-410 N. Montgomery Street property, along with four other sites, maintained an SPL Overlay (Special Housing Overlay District) designation in order to allow for a greater density and overall number of housing units than would otherwise be feasible under the conventional base zone, in this case R-2. The SPL Overlay does not supplant the base R-2 zone but instead allows for a greater residential density, up to 20 units/acre, so long as the proposed development is deed-restricted affordable to income qualifying persons/families.

Table B-2: SPL Overlay Sites of the Housing Element, identifies 408 North Montgomery Street property as having a “maximum” development potential of four units and a “realistic” development potential of 3 units, whereas under the R-2 zoning district’s eight-unit/acre maximum density only two units could be developed on the site, two fewer housing units than the property had prior to 2010.

Based on the property's area, 8,915 square feet, or 0.20 acres, 4.09 units would be allowable under the SPL Overlay's 20-unit/acre density. The purpose in citing the fractional "4.09" figure is that California Government Code Section 65915(q) ("Density Bonuses and Other Incentives"), calls for "fractional units" in residential calculations to be rounded up. Each component of any density calculation, *including base density and bonus density*, resulting in fractional units shall be separately rounded up to the next whole number. The Legislature finds and directs that this provision is declaratory of existing law. So, while the Housing Element cites a maximum build-out of four units for the Montgomery Street site under the SPL Overlay designation State law would allow for five units, based on rounding 4.09 up to the next whole number, five.

Overall, the project demonstrates consistency with both state and local regulations, including the City of Ojai General Plan, Zoning Code, Special Housing Overlay standards, State Density Bonus Law, and SB 684 ministerial approval provisions. It represents a compliant infill affordable housing development that advances state housing objectives while aligning with local planning policies and neighborhood context.

*CEQA – Environmental Review* | The construction and operation of the affordable housing project located at 408-410 North Montgomery Street is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects), Class 32 provided that the exceptions under Section 15300.2 do not apply. Pursuant to Section 15300.2, a categorical exemption is not allowed if the project would have one of the following impacts: 1) cumulative impacts of successive projects of the same type that are significant; 2) the project will have a significant effect on the environment due to unusual circumstances; 3) damage to scenic highways; 4) impacts due to the project being located on any hazardous waste site; and 5) a substantial adverse change in the significance of historical resources. A project qualifies for the Class 32 categorical exemption where: (i) the project is consistent with the applicable general plan designation and all applicable general plan policies, as well as the applicable zoning designation and regulations; (ii) the project occurs within the City's limits and is located on a project site of no more than five acres substantially surrounded by urban uses; (iii) the project site has no value as habitat for endangered, rare, or threatened species; (iv) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) the site can be adequately served by all required utilities and public services. Staff has determined this project meets each of the elements of the Class 32 categorical exemption.

## **CITY COUNCIL GOALS ALIGNMENT**

Goal No. 1 - Affordable Housing

### **OPTIONS**

1. Take no action;
2. Provide alternative direction to staff.

**FISCAL IMPACT**

The project has been reviewed and processed by Community Development Department staff and such time and effort has been incorporated into the City of Ojai Adopted Budget Fiscal Year 2025/26.

**Prepared by: Lucas Seibert, Community Development Director**

**ATTACHMENT(S)**

- A. Resolution No. 2026-7
- B. FAQ and Background Information
- C. MOU and ENA
- D. 2025 Affordable Housing Income Limits
- E. Project Plans

**CITY OF OJAI**  
**ORDINANCE NO. 945**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF OJAI, CALIFORNIA ADOPTING A LOCAL  
TENANT PREFERENCE POLICY FOR LOWER INCOME  
DEED-RESTRICTED AFFORDABLE HOUSING**

**WHEREAS**, to meet local housing needs, the Ojai City Council desires to implement a Local Tenant Preference Policy for Lower Income Deed-Restricted Affordable Housing (the “Policy”), attached as Exhibit “A” and incorporated herein by reference, to insure that current residents of the City of Ojai (“City”) are provided the opportunity to rent affordable housing units in the City; and

**WHEREAS**, to the extent allowable by state and federal law, the Policy gives preference to applicant households that are currently residents of the City Area of Interest as defined by the Ventura County Local Agency Formation Commission, are income-eligible households, and are facing or at risk of displacement from their current residence to rent deed-restricted affordable housing units in the City; and

**WHEREAS**, pursuant to Government Code section 7061.1, subd. (a)(1), the City must, no more than 90 days after the date this ordinance becomes operational, create a webpage on its internet website containing this ordinance and its supporting materials (the “Webpage”); and

**WHEREAS**, pursuant to Government Code section 7061.1, subd. (a)(2), the City must include a current link to the Webpage in its annual housing element report.

**THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The foregoing recitals and findings are true and correct and incorporated herein by reference, as if set forth herein in full.

**SECTION 2. Local Preference Policy Adopted.** The Local Tenant Preference Policy for Affordable Housing in the City of Ojai, attached as Exhibit “A” and incorporated herein by reference, is hereby adopted.

**SECTION 3. Disclosure of Local Preference Policy.** Pursuant to Government Code section 7061.1 the City shall, no more than 90 days after the date this ordinance becomes operational, create a webpage on its internet website containing this ordinance and its supporting materials, and include a current link to this webpage in its annual housing element report.

**SECTION 4. Enforcement.** In addition to the enforcement mechanisms provided in the Policy, the City may enforce this Ordinance as provided below:

- (a) Code enforcement officers, and any other person designated by the City Manager shall enforce this Ordinance and may publish written regulations in the manner required by law for the publication of ordinances and may take any and all other actions rational and necessary to enforce this chapter.
- (b) In addition to any other remedies available by law and under this Code, a violation of this Ordinance is subject to the administrative enforcement provisions of Section 1-2.03 of this Code.
- (c) The remedies specified in this Ordinance and Policy shall be cumulative and the City may resort to any other remedy available at law or in equity and resort to any one remedy shall not cause an election precluding the use of any other remedy with respect to a violation.
- (d) The city attorney may seek injunctive, legal, or other equitable relief to enforce this chapter.

**SECTION 5. Environmental Determination.** The City Council determines that the following findings and conclusions reflect the independent judgment of the City Council. The City Council finds that the adoption of the foregoing amendment to the Ojai Municipal Code is exempt from the California Environmental Quality Act (CEQA) for the following independent reasons:

Under California Code of Regulations, Title 14, Section 15061, subdivision (b)(3), of the CEQA Guidelines, CEQA review is not required if an activity is not a project as defined in California Code of Regulations, Title 14, Section 15378, of the CEQA Guidelines. Under Section 15378, subdivision (b)(5), project for purposes of CEQA does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. This ordinance regulates certain City policy regarding dwelling unit rentals, and will not result in any direct or indirect physical changes in the environment. The adoption of this ordinance is therefore exempt from CEQA review pursuant to California Code of Regulations, Title 14, Sections 15060 and 15378, subdivision (b)(5) of the CEQA Guidelines.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

**SECTION 7. Certification.** The City Clerk shall cause this Ordinance to be published as required by law, and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

**SECTION 8. Effective Date.** This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937.

CITY OF OJAI, CALIFORNIA

By Betsy Stix  
Betsy Stix, Mayor

ATTEST:

West Montgomery  
Weston Montgomery, Interim Deputy City Clerk

APPROVED AS TO FORM:

Matthew T. Summers  
Matthew T. Summers, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF VENTURA )  
CITY OF OJAI )

I, Weston Montgomery, Interim Deputy City Clerk of the City of Ojai do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Ojai held on 11-14-23 and adopted at a regular meeting held on 11-28-23 by the following vote:

- AYES: **Stix, Francina, Rule, Lang, Whitman**
- NOES:
- ABSTAIN:
- ABSENT:

West Montgomery  
Weston Montgomery  
Interim Deputy City Clerk for the City of Ojai

**LOCAL TENANT PREFERENCE POLICY FOR LOWER INCOME DEED-  
RESTRICTED AFFORDABLE HOUSING IN THE CITY OF OJAI  
[ADOPTED BY THE OJAI CITY COUNCIL BY ORDINANCE No. 945  
PER GOVERNMENT CODE § 7061, ET SEQ.]**

Deed-Restricted Affordable Housing Owners shall give current residents of the City of Ojai Area of Interest and Sphere of Influence as the first tier, and past residents who lived in these areas for at least ten years and left within the past five years and persons who work in these areas as the second tier, who are experiencing significant residential displacement pressures preference to rent available units in Deed-Restricted Affordable Housing Projects in the City in accordance with this policy and applicable state and federal law. This policy shall apply to all developers and owners of Deed-Restricted Affordable Housing Projects in the City, and their agents, successors, and assigns (“Affordable Housing Owners”).

**SECTION 1. Effective Date**

This policy shall be effective as of December 28, 2023.

**SECTION 2. Deed-Restricted Lower Income Households Affordable Housing**

For purposes of this policy, “Deed-Restricted Affordable Housing Project(s)” shall any housing project with one or more dwelling units located within the City that is deed-restricted to be rented by a lower income household earning 80 percent of Ventura County area median income or less, as defined under California Code of Regulations, title 25, section 6928, and the applicable current affordable housing state income limits as published by the state Department of Housing and Community Development, and other applicable law.

**SECTION 3. Lower Income Local Persons Facing or at Risk of Displacement Preference**

Based upon the findings set forth in Ordinance No. 945 adopted by the Ojai City Council, the City requires that Affordable Housing Owners shall give first tier preference to Deed-Restricted Affordable Housing tenancy applicants who:

- 1) reside at the time of their tenancy application, and at least three months before, in the Ojai Area of Interest or City of Ojai Sphere of Influence as defined by the Ventura County Local Agency Formation Commission;
- 2) are income-eligible households for the applicable type of affordable housing deed-restriction;

3) are facing, are at risk of, or were subjected to, displacement from their residence; and ; and

4) meet all other applicable qualifications to rent a unit in the Deed-Restricted Affordable Housing Project.

Further based upon the findings set forth in Ordinance No. 945 adopted by the Ojai City Council, the City requires that Affordable Housing Owners shall give second tier preference, after any persons eligible for first tier preference, to Deed-Restricted Affordable Housing tenancy applicants who:

1) previously resided for at least ten years in the Ojai Area of Interest or City of Ojai Sphere of Influence as defined by the Ventura County Local Agency Formation Commission and who were involuntarily displaced from these areas within the past five years before the time of their tenancy application; or who work in the Ojai Area of Interest or City of Ojai Sphere of Influence as defined by the Ventura County Local Agency Formation Commission;

2) are income-eligible households for the applicable type of affordable housing deed-restriction;

3) are facing, are at risk of, or were subjected to, displacement from their residence; and

4) meet all other applicable qualifications to rent a unit in the Deed-Restricted Affordable Housing Project.

Each Affordable Housing Owner subject to this Policy shall be required to develop and implement a tenant selection plan that meets this requirement and otherwise complies with applicable law.

#### **SECTION 4. Evidence of Residency and Documentation**

The Affordable Housing Owner shall require the applicant to submit a driver's license, voter registration, utility bill, lease or other evidence as proof of residency in the Ojai Area of Interest or City of Ojai Sphere of Influence as defined by the Ventura County Local Agency Formation Commission.

The Affordable Housing Owner shall retain records of the evidence and documents utilized to select applicant(s) for the rent of Affordable Housing units in accordance with this policy for two years after the date of occupancy of the subject unit.

The Affordable Housing Owner shall provide such records to the City upon the City's request within ten working days.

### **SECTION 5. On-Going Application of Preference Policy**

This policy shall be applied at both initial occupancy and subsequent rental of Affordable Housing units, as allowed by applicable federal and state law.

### **SECTION 6. City Council Approval of Exemption; Director Approval of Alternative Compliance Plan**

The City Council may, at its discretion, approve an Affordable Housing project as exempt from this policy. The City Council hereby delegates the power to the Community Development Director to, at his or her discretion, approve an alternative tenant selection plan that affirmatively furthers fair housing opportunities for lower income persons experiencing significant displacement pressures.

### **SECTION 7. Disclosure of Local Preference Policy**

Pursuant to Government Code section 7061.1 the City shall, no more than 90 calendar days after the date this ordinance becomes operational, create a webpage on its internet website containing this policy, Ordinance No. 945, and any other supporting material, and include a current link to said webpage in its annual housing element report.

### **SECTION 8. Penalties for Non-compliance**

1. Notice of Non-compliance. Except as otherwise provided herein, if the City determines that a violation of this Policy has occurred, then the City Manager and/or designee shall issue a notice of non-compliance and require the developer, owner or tenant (as applicable) to cure the violation within 30 calendar days, unless a different period is provided at the City Manager or designee's discretion.

2. Litigation. The City may institute any appropriate legal actions or proceedings necessary to ensure compliance with these policy, including but not limited to: (1) actions to revoke, deny or suspend any permit, including a building permit, certificate of occupancy, or discretionary approval; and (2) actions for injunctive relief or damages, which could include, if approved by a court of competent jurisdiction, forfeiture of any rents obtained from deed-restricted units rented in violation of this Policy. In any action to enforce these policies, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, if the City so elects at the initiation of the lawsuit.



**ADDITIONAL ESCROW INSTRUCTIONS AND GENERAL PROVISIONS**

**1. HOLD OPEN FEE:** Notwithstanding any other provision of these Escrow Instructions, the Principals agree and acknowledge that where a postponement or cancellation of this Escrow result from acts or omissions of the Principals, Escrow Holder shall be entitled to a charge for administering an Escrow where the postponement is for at least two months from the most recent closing date agreed upon in writing by the Principals in this Escrow or if the Escrow is canceled. The Parties agree that Escrow Holder is authorized, in its sole discretion and without further instruction, to deduct and pay to Escrow Holder a hold open administration fee of \$50 per month from the funds on deposit with Escrow Holder. On demand, the Principals, jointly and severally, agree to deposit such additional funds as may be necessary to cover Escrow Holder's hold open administration fee if the same is necessary.

Seller's Initials (\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**2. COMMENCEMENT:** Escrow Holder's duty as escrow holder shall not commence until Escrow Holder receives mutual or matching executed Joint Purchase Agreement and Escrow Instructions, including these "Additional Escrow Instructions and General Provisions" (PA), signed by all Principals, Escrow Holder is in receipt of Buyer's initial deposit, and Escrow Holder has obtained confirmation clearance and payment of Buyer's initial deposit from the financial institution from which the initial deposit is drawn. Until such time, any Principal may unilaterally cancel, and, upon written request delivered to Escrow Holder, a Principal may withdraw funds and documents such Principal previously handed to Escrow Holder. Seller's Sales Representatives are not authorized to accept this offer. Receipt and deposit of Buyer's initial deposit shall not constitute an acceptance of this offer by Seller.

**3. COUNTERPART:** These Escrow Instructions and General Provisions may be executed in counterparts, each of which shall be deemed an original regardless of the date of this execution and delivery. All such counterparts, inclusive, shall constitute one and same document.

**4. WRITTEN INSTRUCTIONS:** This PA and any further Escrow Instructions, including Additional, Amended, and/or Supplemental Instructions, shall be governed by the terms and conditions of these Additional Escrow Instructions and General Provisions, as may be modified by the written mutual agreement of the Principals and Escrow Holder.

**5. TIME FOR PERFORMANCE:** If the date by which a Principal's performance is due differs from Escrow Holder's regular business day, such performance shall be due on Escrow Holder's next business day.

**6. VERIFICATION OF IDENTITY:** Notwithstanding any provisions otherwise contained in these Escrow Instructions or any amendments or supplements thereto, Escrow Holder shall not be responsible or liable in any manner for the sufficiency or correctness as to form, manner of execution or validity of any document(s) deposited with Escrow Holder, nor as to the identity, authority or rights of any person executing the same, or for verifying signatures, or determining whether there is a false impersonation, forgery, fraud, or the scope of any agents' authority either as to documents of record or those handled in this Escrow. If the Principal(s) or Lender(s) desire that Escrow Holder verify any signature(s) on instructions, check, loan documents or other items received by Escrow Holder, separate written Escrow Instructions must be entered into and expressly approved by Escrow Holder that specifically evidences Escrow Holder's agreement to undertake such responsibility upon the payment of an additional fee. Escrow Holder shall not be liable or responsible for any loss that may occur because of forgeries, fraud or false representations made or involving the Principals to this Escrow, any third parties, the Principals' agent(s), broker(s), or any other person or entity.

**7. OUTSIDE OF ESCROW:** Escrow Holder shall have no responsibility for, shall not be concerned therewith, and is specifically relieved of any obligation or liability relative to signatures on any documents and instructions or the performance of any act "outside of Escrow."

**8. DUTIES:** Escrow Holder's duties hereunder shall be limited to the safekeeping of such money and documents received by Escrow Holder as Escrow Holder and for the disposition and/or disbursement of same in accordance with the written instructions accepted by Escrow Holder in this Escrow. Escrow Holder shall not be liable for any damages, losses, costs, or expenses incurred by any Principal in the handling and processing of this Escrow as a result of any act or failure to act made or omitted in good faith or for any action taken that Escrow Holder shall in good faith believe to be genuine. Escrow Holder may consult with legal counsel during the course of this Escrow and Escrow Holder shall be protected in any act taken in good faith based upon advice of counsel.

(A) **DISBURSEMENT OF FUNDS AND DELIVERY OF DOCUMENTS:** All disbursements are to be made by the Escrow Holder's trust account check unless instructed otherwise in writing. Escrow Holder will not indemnify any payee or guarantee signatures of any person or entity at any financial institution. Any funds disbursed during or at the close of escrow will be issued jointly to the parties designated as payee unless Escrow Holder is instructed otherwise in writing by all designated payees. The funds representing loan and/or sale proceeds will be disbursed jointly to all persons who were the record owners of the subject real property. All disbursements of funds and/or delivery of other documents or instruments concerning this Escrow will be mailed to the entitled Party by regular first-class mail, postage prepaid, at his respective address shown on the file. However, at Escrow

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 2**

Holder's discretion, Escrow Holder may send funds and/or other instruments or documents by certified or registered mail, overnight delivery, messenger, or facsimile machine, in which case the Principal for whom the delivery was made agrees to pay the costs.

(B) The provisions of this paragraph include but are not limited to: requests for demand statements, requests for beneficiary statements, request for association statements, bank wire charges or any other requests as Escrow Holder may deem necessary for the timely closing of this Escrow or the issuance of the required title insurance policy(ies). Escrow Holder shall instruct the County Recorder to mail recorded documents to the entitled Principal at his respective address. Escrow Holder shall instruct the title company to mail the title policy(ies) to the Lender(s) or Buyer as appropriate. Escrow Holder is directed to charge Buyer and Buyer agrees to pay all incoming and outgoing wire bank charges incurred on Buyer's behalf whether received or sent to a lender, the Escrow Holder, the Buyer or any other party.

**9. DEPOSIT OF FUNDS:** Escrow Holder is authorized and directed to deposit all funds received by it with any state or national bank in a trust account in the name of Escrow Holder, without liability for the payment of interest. The funds may be withdrawn by Escrow Holder and disbursed in accordance with the written instructions of the Principals. All deposits made by personal check, cashier's check, or certified check are subject to clearance and payment by the financial institution on which drawn and cannot be identified as collected funds until Escrow Holder's financial institutions confirms the funds are available for disbursement. Escrow Holder does not accept money orders, cash, official checks, foreign currency, or Automatic Clearing House transactions for deposit. If any check deposited is dishonored upon presentation for payment, Escrow Holder is authorized to notify all Principals to the Escrow, the real estate broker(s), real estate agent(s), and any other person or entity Escrow Holder deems necessary in its sole discretion. On any dishonored check, the party presenting such dishonored check shall reimburse Escrow Holder for all costs and expenses incurred relative thereto.

(A) All Escrow and Sub-Escrow funds received by the Escrow Holder will be deposited with other funds in one or more non-interest-bearing Escrow account(s) of the Escrow Holder at a financial institution selected by Escrow Holder. Escrow Holder may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Escrow Holder shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by Escrow. Those benefits may include, without limitation, accounting, reporting, and other services and products of such financial institution. Such benefits shall be deemed additional compensation of Escrow Holder for its services in connection with the Escrow or Sub-Escrow. Funds deposited to Escrow Holder are insured only to the limit provided by the FDIC.

(B) Escrow Holder shall not be responsible for any delay in closing this Escrow if funds received by Escrow Holder are not "good funds" deemed available for immediate withdrawal. Funds deposited by wire transfer or electronic payments are generally available for immediate withdrawal when received by Escrow Holder's bank. Cashier, certified, or teller's checks may be available for disbursement on the business day following the business day of deposit; however, other forms of deposit may cause extended delays in closing the Escrow.

(C) Wiring of funds:

(1) Should any Principal herein elect to wire funds into the Escrow, it is acknowledged and agreed that such wired funds shall not be considered "good funds" received until Escrow Holder receives notification from Escrow Holder's receiving bank that the wired funds are received and available for immediate withdrawal.

(2) At close of escrow, should any Principal herein instruct Escrow Holder to wire funds from the Escrow to an entity of Principal's choice, it is acknowledged and agreed that Escrow Holder will not assure nor be responsible in any way for the length of time the wiring process requires from the point in time of sending the wire to receipt notification of Principal's receiving entity.

(3) At close of escrow, funds may not be disbursed after confirmation of recording for up to 24-48 hours due to wire transfer cut-off times. Escrow Holder must be in receipt of funds prior to disbursement.

(D) If Escrow Holder disburses more money to, or for the benefit of, any Principal herein than they are entitled to receive, said Principal agrees to reimburse and/or repay to Escrow Holder the amount of said overpayment within five (5) days after demand is made by Escrow Holder. After five (5) days, interest shall be paid to Escrow Holder at the rate of ten percent (10%) per annum. If legal proceedings are necessary to collect said money, said Principal agrees to pay all charges, court costs, and attorney's fees incurred thereby. If Escrow has not closed at the time of the subject disbursement, Escrow Holder shall have the right to offset the amount wrongfully disbursed from the amounts due to the subject Principal at the close of escrow.

(E) Escrow Holder is authorized to accept and deposit in Escrow, funds and/or documents delivered to Escrow Holder by a Principal, broker, agent, or other third party, on behalf of any Principal herein. Escrow Holder shall not be held liable for the sufficiency or correctness as to form, authenticity, manner, execution, or validity of any document deposited in this Escrow, and Escrow Holder's duties shall be limited to the safekeeping and disposition of same pursuant to Escrow Holder's Escrow instructions.

(F) Any instruction to Escrow Holder instructing Escrow Holder to release any funds held in the Escrow, prior to close of escrow, MUST be executed before a Notary Public.

(G) If Escrow Holder is handed any invoice from any Principal or Principal's agent with regard to any repair bills for correctional work to the subject property or invoices for disclosure reports, Escrow Holder is authorized and instructed, at the close of escrow,

**Escrow Instructions Continued On Page Number 4**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 3**

to pay those bills from Buyer's proceeds or funds deposited with Escrow Holder without any further written authorization from that Buyer.

(H) By Buyer's deposit of final funds to close, the Buyer hereby acknowledges that said deposit will confirm Buyer's receipt of a fully executed copy of the PA and all further Escrow Instructions, including Additional, Amended, and/or Supplemental Instructions.

**10. SUB-ESCROW DEPOSITS:** If necessary, proper, or convenient for the closing of this Escrow, Escrow Holder is authorized to deposit any documents and/or funds handed to Escrow Holder under this Escrow with any duly authorized Sub-Escrow agent, including, but not limited to, any bank, trust Escrow Holder, title insurance Escrow Holder, underwritten title Escrow Holder, savings and loan association or licensed Escrow agent, subject to Escrow Holder's order on or before the close of escrow. Any such deposit shall be deemed a deposit within the meaning of these Escrow Instructions.

**11. PERSONAL PROPERTY TAXES:** Escrow Holder shall not be held responsible in any way for any personal property taxes which may be assessed against any former or present owner of the subject property, nor for the corporation or license tax of any corporation as a former or present owner.

**12. TIME IS OF THE ESSENCE:** Time is of the essence in these instructions. If the conditions of this escrow transaction have not been complied with at the expiration of the time provided for herein, or any extension thereof, Escrow Holder is instructed to complete the same at the earliest possible date thereafter, unless written demand upon Escrow Holder to cancel this Escrow or for the return of the money and/or instruments deposited by one or more Principal(s). Upon such request the rights and duties of the Principals and Escrow Holder shall be governed by Paragraph 26 of these Additional Escrow Instructions and General Provisions.

**13. FURNISHING OF DOCUMENTS:** Escrow Holder, without liability, may furnish a copy of these instructions, amendments, notice of cancellation, and closing statements to any lender or real estate broker referenced in this Escrow. Upon receipt of written instructions from a Principal, copies of said documents may also be furnished to the Principal's designated attorney(s) and/or accountant(s). Further, Escrow Holder's delivery of any document or information to a Principal's broker, agent, or designated agent in this Escrow shall constitute delivery of same to that Principal.

**14. TITLE:** Escrow Holder shall order title insurance from a title insurance company or underwritten title company in the form identified in this PA. If requested in writing by the mutual instructions of the Principals or upon the request of any lender, Escrow Holder shall provide copies of the preliminary report of title to them without liability as to its contents.

(A) Escrow Holder is authorized to use the selected title company as a Sub-Escrow agent for the handling of funds and documents in this Escrow. Escrow Holder is to comply with all Sub-Escrow agent's instructions and requirements, and Escrow Holder is authorized to deliver funds or documents to said Sub-Escrow agent at any time during the course of the Escrow, or after the close of escrow, as Escrow Holder deems appropriate. The Principals agree to pay the fee for such Sub-Escrow service as charged by the title insurance company.

(B) On credit lines, a freeze and close letter may be required by the lender and/or the title company in order to freeze the account. If a signed freeze and close letter is not deposited in the Escrow in a timely manner, the title insurance company may, at the time of recording and close of Escrow, hold additional funds or proceeds until verification that the line of credit is closed, which may delay delivery of final funds.

(C) The Principals acknowledge that the title insurance policy(ies), to be issued by the insuring title company, shall be delivered directly from the designated title company to the appropriate Party(ies) after the close of escrow. Principals agree that matters regarding that title insurance are between the insuring title company and the insured party and not Escrow Holder.

**15. CONDUCT NO SEARCH:** Escrow Holder shall conduct no lien or title search of personal property regarding the sale or transfer of any personal property through this Escrow. Should the Principals desire that Escrow Holder conduct a lien or title search of personal property, the Principals or lender requesting the same shall enter into a separate and specific written agreement which evidences Escrow Holder's agreement to undertake such responsibility upon the payment of additional fees.

**16. RECORDATION:** The Principals authorize the recordation of any instrument delivered through this Escrow if necessary or proper for the issuance of the required policy(ies) of title insurance or as necessary for close of Escrow. Recording fees shall be charged to the account of the benefited Principal unless instructed otherwise by the Principals in writing.

**17. TRANSFER TAXES:** As provided for in this PA, Escrow Holder is authorized and instructed to pay all required County and City Transfer Taxes and debit the account of account of the appropriate Principal for such expense.

**18. BENEFICIARY DEMANDS/STATEMENTS:** Escrow Holder is not responsible for the contents or accuracy of any beneficiary demand or beneficiary statement delivered to it by the existing lien holder(s). Escrow Holder is not required to submit any beneficiary demand or beneficiary statement to any Principal for approval before the close of escrow. Should any Principal wish to pre-approve any such beneficiary statement or beneficiary demand, such Principal shall deliver separate and specific written instruction to Escrow Holder prior to the close of escrow.

**19. LOAN:** Escrow Holder shall not be responsible or concerned with the terms of any new loan or the contents of any loan documents obtained by any Principal in this Escrow except to order loan documents in to the Escrow file, transmit the loan

**Escrow Instructions Continued On Page Number 5**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)



**Escrow Instructions Continued From Page Number 5**

performed for this Escrow, and Escrow fees set forth in Escrow Holder’s current fee schedule for the services rendered by Escrow Holder. The Principals agree that such costs and expenses shall be paid from funds already on deposit or deposited in Escrow before any cancellation or other termination of this Escrow is effective. The Principals agree that said charges for expenses, costs and fees shall be apportioned between Buyer and Seller in a manner which, in Escrow Holder’s sole discretion, Escrow Holder considers equitable, and that Escrow Holder’s decision will be binding and conclusive upon the Principals, unless mutual cancellation instructions are received from the Principals authorizing an alternative apportionment. Upon receipt of mutual cancellation instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies, or garnishments in form satisfactory to Escrow Holder (“Judgment”), Escrow Holder is instructed to disburse the Escrow funds and instruments in accordance with such cancellation instruction or Judgment and this Escrow shall, without further notice be considered terminated and cancelled.

(A) Any Principal requesting Escrow Holder to cancel this Escrow shall file notice of demand to cancel (a “Cancellation Demand”) with Escrow Holder in writing. Upon receipt of a Cancellation Demand, Escrow Holder may suspend performance of its Escrow duties and issue written cancellation instructions, by mail, to all Principals (“Cancellation Notice”). Upon Escrow Holder’s receipt of mutual cancellation instructions from all Principals, Escrow Holder shall disburse funds and documents pursuant thereto and this Escrow shall be canceled.

(B) If, after a Cancellation Notice has been sent, cancellation instructions executed by all Principals are not received by Escrow Holder, Escrow Holder is authorized to comply with the Cancellation Demand, cancel the Escrow and distribute any money held in the Escrow, less any fees and charges as provided herein, pursuant to the Cancellation Demand. Notwithstanding anything to the contrary provided herein, Escrow Holder shall not distribute any money held in the Escrow if written objection is received from the Principal not making the Cancellation Demand within fifteen (15) calendar days of the mailing of a Cancellation Notice. If written objection is received in a timely manner, Escrow Holder may refuse to take any further action in the Escrow and may file an action in Interpleader, pursuant to Paragraph 27 of these Additional Escrow Instructions and General Provisions.

(C) If this Escrow does not close by the close of Escrow date set forth herein, either Principal may file with Escrow Holder a written demand (“Demand to Perform”) that the other Principal perform. Escrow Holder shall immediately mail the Demand to Perform to the other Principal, and if the Escrow is not closed within five (5) days of the mailing of the Demand to Perform, a Cancellation Demand may be sent to Escrow Holder, which may be complied with at the discretion of Escrow Holder. Should the Escrow be cancelled pursuant to this paragraph, Escrow Holder shall distribute any monies held in the Escrow, less any fees and charges as provided herein, pursuant to the Cancellation Demand.

(D) If there is no written activity by a Principal for any twelve (12) month period after the close of Escrow date set forth above, Escrow Holder may, at its option, terminate its agency relationship with Principals and cancel this Escrow, returning all documents, monies or other items held to the respective Principals who deposited those documents, monies, or other items in the Escrow, less any fees and charges as provided herein.

**27. LEGAL ACTION/INTERPLEADER:** IF ANY LEGAL ACTION OR OTHER PROCEEDING, INCLUDING MEDIATION OR ATTENDANCE AT ARBITRATION PROCEEDINGS INVOLVING THE PRINCIPALS AND/OR OTHER PERSONS OR ENTITIES, ARE BROUGHT FOR THE ENFORCEMENT OR INTERPRETATION OF THIS PA OR ANY SUBSEQUENT ESCROW INSTRUCTION(S), OR IF ESCROW HOLDER IS REQUIRED TO RESPOND TO ANY LEGAL SUMMONS OR PROCEEDING, OR IF ANY ACTION IN INTERPLEADER OR FOR DECLARATORY RELIEF IS BROUGHT BY OR AGAINST ESCROW HOLDER, THE PRINCIPALS, JOINTLY AND SEVERALLY, SHALL PAY ALL COSTS, EXPENSES AND/OR ATTORNEYS’ FEES EXPENDED OR INCURRED BY ESCROW HOLDER INCLUDING, BUT NOT LIMITED TO, A FEE FOR ESCROW SERVICES RENDERED, EXPENSES OF THE LAWSUIT, COSTS TO APPEAR AT MEDIATION OR ARBITRATION PROCEEDINGS, EXPENSES ON APPEAL OF ANY JUDGMENT AWARDED AND IN THE COLLECTION OF ANY JUDGMENT ENTERED FOR ESCROW HOLDER [“ESCROW HOLDER’S COSTS”]. THE ESCROW HOLDER’S COSTS SHALL BE PAID FROM THE RESPONSIBLE PRINCIPAL’S FUNDS HELD BY ESCROW HOLDER BEFORE ANY OTHER DISBURSEMENTS ARE MADE. A LIEN IS HEREBY CREATED IN ESCROW HOLDER’S FAVOR TO COVER ALL SUCH ESCROW HOLDER’S COSTS. THE PRINCIPALS AGREE TO HOLD ESCROW HOLDER HARMLESS UNDER THIS ESCROW FROM ALL ESCROW HOLDER’S COSTS INCURRED BY REASON OF ANY ACTION, LEGAL OR OTHERWISE, WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, OUT OF THIS ESCROW WHETHER BEFORE OR AFTER CLOSING, CANCELLATION, OR OTHERWISE, NOTWITHSTANDING ANY OTHER PROVISION OF THIS ESCROW.

The Principals acknowledge that Escrow Holder has an absolute legal right to file a court action in interpleader. If such an action is filed, Principals jointly and severally agree to pay all Escrow fees, title fees, court costs and litigation expenses, including attorney’s fees, incurred in connection therewith. Upon filing of such action, Escrow Holder is fully released and discharged from any further performance of duties under the terms of this Escrow.

**Escrow Instructions Continued On Page Number 7**

**Seller’s Initials**(\_\_\_\_\_)

**Buyer’s Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 6**

**28. DISCLOSURES/WARRANTIES:** The Principals acknowledge that depending on the location (City and County) of real property involved in this Escrow, there may be disclosure(s) as well as civil ordinance requirement(s) that would affect the transfer of the real property. Escrow Holder urges both the Buyer and the Seller to seek appropriate counsel from an attorney or licensed broker to ascertain what disclosures and/or civil ordinances, if any, need to be complied with prior to the close of Escrow, outside of the Escrow as between the Buyer and Seller. The Principals' signatures upon these instructions shall be deemed evidence that the Principals have obtained such independent counsel and are aware of any disclosures/civil ordinance requirements and will comply with same outside of this Escrow. Unless otherwise instructed in writing to the contrary by the Principals, Escrow Holder shall have no responsibility or liability in connection herewith and is released from liability in connection with the compliance of any such disclosure.

(A) Escrow Holder not to be responsible or liable for the validity, regularity or sufficiency of municipal residential property reports, or retrofit standards to be complied with upon the transfer of real property. Escrow Holder is instructed to forward request for Residential Property Report or Certificate of Compliance as handed to Escrow Holder to the appropriate governmental agency. Escrow Holder shall charge Buyer with any fee to file such document, unless instructed otherwise by the Parties in writing. Escrow Holder is not to be responsible or liable for the validity, regularity or sufficiency of any of this documentation nor liable or responsible for the timeliness of the response of any governmental agency or for timeliness for filing any such documents.

(B) Escrow Holder is not to be concerned with the giving of any disclosures except as expressly required by Federal or State law to be given by an escrow holder, neither is Escrow Holder to be concerned with the effect of zoning ordinances, land division regulations, or building restrictions which may pertain to or affect the land or improvements that are the subject of this Escrow. The Parties to this Escrow have satisfied themselves outside of Escrow that the transaction covered by this Escrow is not in violation of any law regulating land division, and Escrow Holder is relieved of all responsibility and/or liability in connection therewith and is not to be concerned with the enforcement of said law(s). The Parties' signatures to this instruction shall be deemed evidence that each of the Parties, respectively, are aware of any such requirements and Escrow Holder is released from liability in connection with the compliance of any such disclosure.

**29. NO INSPECTION:** Escrow Holder shall not make any physical examination or inspection of any real and/or personal property described in these Escrow Instructions or in any instrument or document deposited herewith. The Parties to this Escrow hereby, expressly acknowledge that Escrow Holder is not to be responsible nor liable for the sufficiency, validity, or content of any disclosures between the Parties to this Escrow regarding the physical condition of any real and/or personal property and that Escrow Holder make no warranties or representations, in any manner whatsoever, regarding the habitability or physical condition of any real and/or personal property. Further, Escrow Holder is not be concerned with any environmental issue, mold (fungus) disclosure or water intrusion in connection with any real and/or personal property involved in this Escrow, whatsoever, and Escrow Holder is released of liability and responsibility and is indemnified and held harmless in connection herewith.

**30. ASSIGNMENT OF FUNDS:** If a Party to this Escrow unilaterally assigns or orders such Party's proceeds to be paid to a person or entity other than the original Parties to this Escrow, such order or assignment shall be subordinate to the expenses of this Escrow, liens of record on the subject property and payments directed to be made by the original Parties. If the assignment or order leaves the Escrow without sufficient funds to close, then Escrow Holder is directed to close nevertheless, and to pay such assignments or orders from the net proceeds and pay them in the order in which the assignments or orders were received by Escrow Holder. Escrow Holder is not to be concerned with the balance remaining unpaid, if any. If there are insufficient proceeds to pay such assignments or orders in full, or if the assignment or order is revoked, Escrow Holder shall have no responsibility or liability for providing such information to the assignee. In the event of any assignment or order, or of any transfer of interest by operation of law, with or without the approval of consent of any or all of the Parties to this Escrow, Escrow Holder shall retain the right to deduct all Escrow costs, fees and expenses it incurs as otherwise set forth in these Escrow Instructions including its escrow fees.

**31. STATUTE OF LIMITATIONS:** These Escrow Instructions are to be construed and interpreted according to the law of the state where the property that is the subject of this transaction is located. NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR OCCURRED, UNDER THIS ESCROW OR IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW, UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR ANY CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.

**32. RESIGNATION OF ESCROW HOLDER:** At any time prior to the close of escrow, Escrow Holder, as its sole and absolute discretion and without liability to the Parties to this Escrow, may withdraw and resign from acting as Escrow Holder providing five (5) days prior written notice to the Parties at their last known addresses. In such event, Escrow Holder shall be entitled to reasonable compensation for its escrow services performed and for all costs and expenses incurred in the resignation, including, but not limited to, attorneys' fees. Upon resignation, Escrow Holder shall return to the Parties who deposited the same the balance of any funds it holds along with any property or documents in its possession. Alternatively, at the mutual instruction of the Parties, Escrow Holder shall deliver the funds, property and documents to a new escrow holder.

**Escrow Instructions Continued On Page Number 8**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 7**

**33. CONTEXT:** In these Escrow Instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

**34. DOCUMENT RETENTION:** The Parties to these Escrow Instructions authorize Escrow Holder to destroy these Escrow Instructions and all other instructions and records in this Escrow at any time after five (5) years from the close of escrow, cancellation, or date of the last activity without liability and without further notice to the Parties.

**35. NO LEGAL/FINANCIAL ADVICE:** THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT ESCROW HOLDER, AS ESCROW HOLDER, IS NOT AUTHORIZED TO PRACTICE LAW OR TO GIVE FINANCIAL ADVICE. THE PARTIES ARE ADVISED TO SEEK LEGAL AND FINANCIAL COUNSEL AND ADVICE CONCERNING THE EFFECT OF THE PURCHASE AGREEMENT O THESE ESCROW INSTRUCTIONS, ANY SUBSEQUENT ESCROW INSTRUCTIONS, ANY LOAN DOCUMENTS, OR FINANCIAL TAX DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT NO REPRESENTATIONS ARE MADE BY ESCROW HOLDER ABOUT THE LEGAL SUFFICIENCY, LEGAL CONSEQUENCES, FINANCIAL EFFECTS OR TAX CONSEQUENCES OF THE WITHIN ESCROW TRANSACTION.

**36. FORGERIES:** Escrow Holder shall not be liable or responsible for any loss that may occur by reason of forgeries or false representations made by or involving third-parties or Parties to this Escrow. Escrow Holder will not verify the authenticity of any signatures in this Escrow, and Escrow Holder shall not be liable or responsible for making any determination as to the legal competency of any Parties executing Escrow documents.

**37. FEE DISCOUNTS:** PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT IN SOME SITUATIONS, ONE OR MORE PARTIES TO THIS ESCROW MAY RECEIVE A DISCOUNT ON THE ESCROW FEE.

**38. MATTERS OF MEMO:** Escrow Holder is expressly instructed not to act upon or be concerned with or liable for (A) those items designated in the Purchase Agreement or these Escrow Instructions as "matters of memo" or "memoranda" between the Parties, nor (B) any other agreement between the Parties not expressly addressed to Escrow Holder in the form of an escrow instruction for Escrow Holder's performance.

**39. EXTRAORDINARY SERVICES/FEEES:** Escrow Holder may charge the Party benefited, additional fees over and above Escrow Holder's customary Escrow fee, for Escrow services rendered that Escrow Holder considers extraordinary or unusual or not within the range of Escrow Holder's customary Escrow processing. Said fees shall be disclosed to the Party(ies) to be charged prior to the close of escrow.

**40. STATE LAW LIMITATIONS:** If any provision of the Purchase Agreement or these Escrow Instructions is prohibited by the laws of the state of California, said provision will be void and of no effect.

**41. SEVERABILITY:** In the event any instruction in this Escrow is held invalid by judicial proceedings, the remaining shall continue to be operative and enforceable.

**42. OTHER TRANSACTIONS:** Escrow Holder has no duty to notify any Party hereto as to any sale, resale, loan, exchange, or other transaction involving any property that is the subject of this Escrow, or of any profit realized by any person or entity in connection therewith, regardless of the fact that such transaction may be handled by Escrow Holder, or another, in this Escrow or in any other Escrow. Furthermore, the Parties herein are that Escrow Holder's duty to them is limited to Escrow Holder's performance of the instructions to Escrow Holder and that Escrow Holder has no responsibility to notify any Party to this Escrow of any other transaction of which Escrow Holder might have knowledge and which concerns the subject property herein, or any profit realized by any Party or third person in connection therewith.

**43. LANGUAGE:** This Escrow will be processed in the English language. Should any Party elect to use a language translator to assist them in understanding the escrow process, or any documentation that is a part of this Escrow, that language translator will be selected and provided by the Party in need of such assistance. Escrow Holder will not provide language translation services and will not be liable or responsible for the correctness of any language translator's interpretation of the escrow process or of any documentation that is a part of this Escrow.

**44. SUMMARY STATEMENT:** The foregoing terms, provisions, conditions, and instructions, and these "Additional Escrow Instructions and General Provisions" contained herein are hereby approved and accepted in their entirety and concurred in by all Parties to this Escrow. Seller will hand Escrow Holder necessary documents called for on his part to cause title to be shown as above which Escrow Holder are authorized to deliver when Escrow Holder hold for Seller's account the sums set forth in this Escrow within the time as above provided, and pay from the appropriate account Escrow Holder's escrow fees, costs and expenses, recording fees, charges for evidence of title as called for. Escrow Holder is hereby authorized to pay bonds, assessments, taxes and any other liens of record to show title as called for, and affix documentary tax on deed as required, without further instructions.

**EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW INSTRUCTIONS AND GENERAL PROVISIONS CONTAINED HEREIN AND APPROVES, ACCEPTS AND AGREES TO BE BOUND THEREBY. ALL PARTIES SIGNING THIS AGREEMENT HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THESE INSTRUCTIONS.**

**Escrow Instructions Continued On Page Number 9**

**Seller's Initials(\_\_\_\_\_)**

**Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)**

**INSTRUCTIONS**

A) **FINANCING:** Buyer to obtain a New First Deed of Trust Loan [as applicable] in favor of [Seller's Preferred Lender]- (specifically located at [Address], [City], [State] [Zip Code], at phone number [Phone Number] with the loan officer of [Loan Officer's Name], herein referred to as **SELLER'S PREFERRED LENDER**) -OR- a Lender of Seller's Choice to be obtained at Buyer's sole expense, given to secure a note in the principal amount(s) as set forth in Page 1 hereof, per its terms. In the event that Buyer is unable to qualify for a Fixed Rate Mortgage, Buyer shall accept an Adjustable Rate Mortgage (provided he can qualify for same). Buyer's execution of the loan documents shall evidence their full approval of the terms and conditions contained therein.

IF ON THE SAME DATE THAT BUYER SIGNED THIS AGREEMENT, BUYER APPLIES FOR THE NEW FIRST AND SECOND TRUST DEED LOAN [AS APPLICABLE] FROM **SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE**, BUYER'S OBLIGATION TO CONSUMMATE THIS TRANSACTION SHALL BE CONTINGENT UPON BUYER'S ABILITY TO SECURE FINANCING OF THE PROPERTY FROM SAID LENDER. BUYER FURTHER ACKNOWLEDGES THAT THE CONSUMMATION OF THIS ESCROW MAY BE SUBJECT TO AND CONTINGENT UPON THE 'PRE-SALE' REQUIREMENTS OF LENDER, IF ANY.

BUYER COVENANTS TO PROVIDE SUCH PERSONAL FINANCIAL STATEMENTS OR OTHER CREDIT INFORMATION REQUIRED BY **SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE** WITHIN THREE (3) DAYS FROM THE DATE HEREOF. IF THROUGH NO FAULT OF BUYER, BUYER IS UNABLE TO OBTAIN SUCH A LOAN FROM **SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE**, THEN THIS ESCROW SHALL TERMINATE. ESCROW HOLDER SHALL RETURN TO BUYER ANY DEPOSIT GIVEN BY BUYER TO ESCROW HOLDER, LESS DOCUMENT AND PROCESSING FEES, IF ANY, TOWARD THE PURCHASE OF THE PROPERTY. UPON ESCROW HOLDER'S RECEIPT OF SIGNED MUTUAL CANCELLATION INSTRUCTIONS, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER LIABILITY AND/OR OBLIGATION TO THE OTHER UNDER THIS AGREEMENT.

THE ABOVE REFERENCED FINANCING CONTINGENCY SHALL BE DEEMED APPROVED UNLESS ESCROW HOLDER HAS RECEIVED WRITTEN NOTIFICATION OF ANY DISAPPROVAL FROM SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE.

**FINANCING FROM THIRD PARTY LENDERS:** IF BUYER ELECTS TO APPLY FOR THIRD PARTY FINANCING (FINANCING OTHER THAN WITH SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE), THEN BUYER IS OBLIGATED TO CONSUMMATE FINANCING AND ESCROW WILL NOT BE CONTINGENT UPON FINANCING, NOR WILL ESCROW BE EXTENDED FOR THAT PURPOSE. BUYER(S) WHO FAIL TO QUALIFY FOR OR RECEIVE THIRD PARTY FINANCING AND THEN FAIL TO CLOSE ESCROW FOR THAT REASON WILL FORFEIT THE AMOUNT OF DEPOSIT AS LIQUIDATED DAMAGES, (AS MORE SPECIFICALLY SET FORTH AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PARAGRAPH ENTITLED "LIQUIDATED DAMAGES/ARBITRATION" CONTAINED HEREIN).

ESCROW HOLDER IS HEREBY SPECIFICALLY AUTHORIZED AND INSTRUCTED NOT TO FORWARD ANY DOCUMENTS TO ANY THIRD-PARTY LENDER, INCLUDING, BUT NOT LIMITED TO: THIS 'JOINT PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS', A COPY OF BUYER'S EARNEST MONEY DEPOSIT AND/OR RECEIPT, OR THE PRELIMINARY TITLE REPORT AND/OR ANY OTHER DOCUMENTS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SELLER HEREIN. IN ADDITION, BUYER HEREBY AUTHORIZES AND INSTRUCTS THIRD PARTY LENDER, IF ANY, TO FULLY DISCUSS EVERY ASPECT OF BUYER'S LOAN, INCLUDING BUT NOT LIMITED TO: THE TERMS, CONDITIONS, AND STATUS OF THE NEW LOAN WITH SELLER, ESCROW HOLDER, SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE AND/OR SELLER'S LISTING BROKER, IF ANY. FAILURE OF SAID THIRD PARTY LENDER TO COOPERATE WITH THIS INSTRUCTION SHALL GIVE THE SELLER THE RIGHT, BUT NOT THE OBLIGATION, TO CANCEL THIS TRANSACTION.

A BUYER WHO CHOOSES TO APPLY FOR THIRD PARTY FINANCING MUST NOTIFY **SELLER'S LISTING BROKER, IF ANY AND SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE** IN WRITING WITHIN FORTY-EIGHT (48) HOURS OF SELLER'S ACCEPTANCE OF THIS AGREEMENT AND MUST OBTAIN A WRITTEN UNCONDITIONAL LENDING COMMITMENT FROM THE THIRD-PARTY LENDER WITHIN TWENTY (20) DAYS AFTER THE DATE HEREOF. IF BUYER DOES NOT NOTIFY **SELLER'S LISTING BROKER, IF ANY** AND NOTIFY **SELLER'S PREFERRED LENDER -OR- A LENDER OF SELLER'S CHOICE** IN WRITING WITHIN FORTY EIGHT (48) HOURS OF THE DATE HEREOF OR IF

Seller's Initials(\_\_\_\_\_) (\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**BUYER FAILS TO OBTAIN THE LOAN COMMITMENT AS DESCRIBED IN THIS SUBPARAGRAPH, THEN WITHOUT ANY REQUIREMENT OF FURTHER NOTICE OR OTHERWISE: BUYER SHALL BE DEEMED TO BE IN DEFAULT UNDER THIS AGREEMENT AND WILL FORFEIT THE AMOUNT OF THE DEPOSIT AS LIQUIDATED DAMAGES (AS MORE SPECIFICALLY SET FORTH AND PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PARAGRAPH ENTITLED "LIQUIDATED DAMAGES/ARBITRATION" CONTAINED HEREIN) TO SELLER AND THIS AGREEMENT SHALL BE TERMINATED AT SELLER'S UNILATERAL OPTION.**

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

IT IS UNDERSTOOD AND AGREED THAT THE OBTAINING OF ANY FINANCING WHATSOEVER, IN ANY EVENT, IS AND SHALL REMAIN THE BUYER'S AND NOT SELLER'S OBLIGATION. MOREOVER, THE SELLER DOES NOT GUARANTEE ANY LOAN FROM ANY LENDER.

ESCROW IS AUTHORIZED AND INSTRUCTED TO FOLLOW THE DIRECTION OF **SELLER'S PREFERRED LENDER -OR-** A LENDER OF SELLER'S CHOICE IN CONNECTION WITH SAID LOAN AND TO DELIVER A COPY OF THIS AGREEMENT AND ANY AMENDMENTS THERETO TO **SELLER'S PREFERRED LENDER -OR-** A LENDER OF SELLER'S CHOICE.

THIS TRANSACTION IS NOT CONTINGENT UPON BUYER'S ABILITY TO RETAIN THE INTEREST RATE (FIXED OR ADJUSTABLE), AND/OR OTHER LOAN TERMS INCLUDING BUT NOT LIMITED TO LOAN ORIGATION FEES QUOTED AT THE TIME OF LOAN APPROVAL, AND BUYER WILL BE REQUIRED TO PAY THE INTEREST RATE CHARGED BY THE FINANCING ENTITY AT THE CLOSE OF ESCROW.

ONCE BUYER HAS DEPOSITED INTO ESCROW THE 'LOAN COMMITMENT' PREVIOUSLY DESCRIBED HEREIN, BUYER SHALL NOT BE ENTITLED TO APPLY FOR OR OBTAIN ANY MODIFIED, ADDITIONAL AND/OR NEW LOAN COMMITMENT FROM ANY OTHER FINANCING ENTITY OR OTHER SOURCE, IF THE APPLICATION OR FUNDING OF THE NEW LOAN WOULD, IN SELLER'S SOLE JUDGMENT, DELAY THE CLOSE OF ESCROW.

IN THE EVENT THAT BUYER OBTAINS A LOAN FROM A THIRD-PARTY LENDER, BUYER WILL PROVIDE A COPY OF ALL CREDIT AND APPRAISAL DOCUMENTS TO **SELLER'S PREFERRED LENDER -OR-** A LENDER OF SELLER'S CHOICE WITHIN TEN (10) DAYS AFTER THE DATE HEREOF.

Seller warrants and represents that he has no equity interest in **SELLER'S PREFERRED LENDER -OR-** any other Lender of Seller's Choice.

**B) FINAL FUNDS: FINAL FUNDS:** Please be advised that Escrow Holder will require deposit of Buyer's final funds prior to the close of escrow. **All final funds due from Buyer to close escrow MUST BE WIRE TRANSFERRED.** Escrow Holder banks with **[Name of Bank of Escrow Holder]**. Your Escrow Officer will send you wiring instructions using a secure communication portal. Escrow Holder does not accept checks, cashier's checks, an ACH and/or direct deposit for Buyer's Final Closing Funds. Escrow Holder will require deposit of final funds prior to the close of escrow.

Pursuant to Assembly Bill 512 (AB 512) known as the "Good Funds" legislation, which became effective January 1, 1990, the parties hereto are made aware that closing funds to be deposited by the Buyer and/or lender must be CLEARED funds prior to recordation (close of escrow). This law places some very specific constraints upon the time frames in which title companies may make funds available for disbursements. Buyer should ascertain from the lender the type of funding instrument that will be used to fund the new loan as the standard practice in this area is for the new lender to fund directly to the title company via wire transfer.

**C) PROPERTY TAX PRORATION:** All parties acknowledge that they are aware of the following:

1. Escrow Holder will, at close of escrow, prorate real property taxes based on 1.25% (.0125) of the purchase price (debit the Buyer and credit the Seller). Said property taxes shall be prorated from close of escrow to the end of the tax year in which the first escrow in the subdivision closes if the property taxes have already been segregated or the first closing occurs on or before December 31. If the property taxes are not segregated and the first closing occurs on or after January 1 taxes shall be prorated until the end of the next tax year. Seller shall be responsible for payment of all regular property taxes during the tax year(s) in which funds are prorated. All funds collected from Buyer for prorated taxes shall

Seller's Initials(\_\_\_\_\_) (\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 10**

be placed into a holding escrow account for payment of property taxes. From funds available, Escrow Holder will pay all property taxes due up to the amount withheld. Payment of said taxes shall be allocated to each Buyer based upon their respective percentage of the entire subdivision calculated at the original listing price. If the amount withheld from Buyer pursuant to the proration is inadequate to cover the actual amount assessed by the tax assessor, Escrow Holder shall, instead of paying the tax collector directly, issue a check made out to the tax collector in the amount held in the holding account for Buyer, and forward said check to Buyer for the purpose of Buyer making the full payment with payment instructions. Buyer shall be responsible for timely paying any property tax amounts due over the amounts withheld by Escrow Holder. After all property taxes are paid for the tax years for which funds were withheld, if any funds remain in the holding account for the benefit of Buyer said funds will be disbursed to Buyer accordingly. Any bills received by the Parties for the tax years covered by the above proration should be forwarded to Escrow Holder upon receipt. Buyer acknowledges and agrees to pay Two Hundred Fifty Dollars (\$250.00) and Seller acknowledges and agrees to pay One Hundred and Fifty Dollars (\$150) to Escrow Holder for the purpose of handling the holding escrow and disbursement of property tax payments as called for herein.

2. In the event that the Property is in a subdivision covered by Community Facilities District, more commonly known as Mello-Roos, the parties are advised that additional taxes will be imposed above and beyond those called for in the provision above. In such event, Escrow Holder will obtain the Mello-Roos tax information and adjust the prorations above to cover said taxes. The parties acknowledge and agree to pay all taxes due pursuant to the Mello-Roos and that Escrow Holder shall have no liability or responsibility for payment thereof.

**D) SUPPLEMENTAL TAXES:** Buyer is aware that the property will be reassessed upon change of ownership. This will affect the taxes to be paid. A supplemental Tax Bill will be issued by the County Tax Assessor, which shall be paid as follows: (a) for periods after close of escrow (or after the current fiscal tax year if the 1.25% proration amount was used), by Buyer and (b) for periods prior to close of escrow, by Seller. In the event that Buyer's Lender requires Tax Impounds, Tax Collector will not furnish a copy of said bill to the Lender. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER OUTSIDE OF ESCROW.

**E) FEDERAL TAX WITHHOLDING - FIRPTA:** The sale of a U.S. real property interest by a foreign person is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorizes the United States to tax foreign persons on the sale of U.S. real property interests. Persons purchasing U.S. real property interests from foreign persons, certain purchasers' agents, and settlement officers are required to withhold ten percent (10%) of the amount realized. Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The Buyer is the withholding agent. The Buyer must find out if the Seller is a foreign person. If the Seller is a foreign person and the Buyer fails to withhold, the Buyer may be held liable for the tax.

Seller and Buyer agree to execute and deliver to Escrow Holder any instrument, affidavit and statement or to perform any act reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Seller herein certifies under penalty of perjury, that the information provided on said form is true, correct and complete.

**F) STATE TAX WITHHOLDING:** The following disclosure is being provided pursuant to California law for all escrow transactions wherein a transfer of title is being completed as part of the escrow transaction. In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3½ percent of the sales price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either: (a) A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers; or (b) A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property. The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500). However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply: (a) The sale price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000); (b) The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California; (c) The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following: (i) The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)); (ii) The last use of the property being conveyed was use by the transferor as the transferor's principal residence (within the meaning of IRC Section 121); (iii) The California real property being conveyed is, or will be, exchanged for property of like kind (within the

**Escrow Instructions Continued On Page Number 12**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)



**Escrow Instructions Continued From Page Number 12**

- N) INSURANCE PRORATION:** Escrow Holder is hereby authorized and instructed to prorate Insurance premiums from the close of escrow to the date of expiration of the policy based upon an amount of  $1/[\text{Number of Units}]^{\text{th}}$  of the actual annual premium for this unit. It is understood that Seller has prepaid insurance premiums covering this and or other property in the name of the Association for one year in advance. Insurance premiums paid as part of the Association dues is being collected for the next year's premium on the policy. It is further understood by Buyer that such policy does not cover the contents of the individual units. In the event Buyer desires personal property, contents (fire or liability), etc., Buyer shall be responsible to obtain same **outside of escrow**. Buyer is aware that the declaration requires that the Board of Directors maintain liability insurance in a minimum amount and if they fail to do so, owners may be individually liable for the entire amount of a judgment rendered against the association.
- O) PERSONAL PROPERTY INSURANCE:** At the close of Escrow, except as provided below, Escrow Holder is hereby authorized and instructed to obtain an HO6 Insurance Policy (also known as 'Walls In' Coverage') for the for the Property benefitting Buyer from [Name of Insurance] Insurance Company. In the event that Buyer is obtaining Financing this HO6 Policy shall also be in a form and content acceptable to Buyer's lender. Policy Amount and coverage shall be in the amount of 20% of the purchase price of the Property ("Buyer Policy"). When Escrow Holder obtains the Buyer Policy as provided above, Escrow Holder is further authorized and instructed debit the Buyer, at the close of Escrow, the sum of said policy will be approximately \$[Amount] (Buyer shall approve the exact amount prior to the close of escrow) and pay [Name of Insurance] Insurance Company. This amount shall represent the first annual premium covering the Buyer Policy. However, notwithstanding the foregoing, Escrow Holder shall not obtain the Buyer Policy as provided above if no later than ten (10) days prior to the "Closing Date" as specified in the Agreement (i) Buyer notifies Escrow Holder in writing that Buyer has obtained the Buyer Policy from an insurance carrier that is satisfactory to Buyer's lender, (ii) contains the coverage's that are equal to are in excess of coverage as contained in the [Name of Insurance] Policy and (iii) provided a copy of the Buyer Policy to Escrow Holder and Buyer's lender. Buyer shall look directly to the Buyer Policy for specific coverage and is not relying on any warranty and/or representation from the Seller, any broker or Escrow Holder. If Escrow Holder obtains the Buyer Policy as provide above, should Buyer have any questions relative to the Buyer Policy, Buyer shall contact [Name of Insurance] Insurance Company directly at [Telephone Number for Insurance Company]. Buyer releases and relieves Seller, broker(s) and Escrow Holder from any and all past, present and/or future responsibility and/or liability in connection with the Buyer Policy and shall look only to Insurer in connection therewith. Escrow Holder's only responsibility shall be to order the Buyer Policy prior to the close of Escrow and to debit Buyer for the cost thereof as provided herein.
- P) OPENING OF ESCROW:** Escrow shall be 'Open' when Escrow Holder is in receipt of these instructions executed by Buyer and Seller herein, Escrow Holder is in receipt of Buyer's 'Initial Deposit' and Buyer's 'Initial Deposit' has been 'Cleared'. Seller's Sales Representatives are not authorized to accept this offer. Receipt and deposit of Buyer's Funds shall not constitute an acceptance of this offer by Seller.
- Q) EXISTING BLANKET MONETARY ENCUMBRANCE:** Buyer hereby acknowledges their awareness of the fact that it is possible that Seller's existing Institutional Holder of the Existing Blanket Monetary Encumbrance, if any, may require the concurrent closing of two or more Escrows for the sale of the units in this project, as a condition to release the encumbrance. Seller may instruct Escrow Holder that no escrow may close within the project, including this transaction, until that number of units being sold by Seller is equal to the percentile that the lender requires to close simultaneously. Seller's unilateral instruction shall automatically extend the close of escrow on all escrows until the minimum closing requirements are met.
- R) BUYER'S EXPENSES:** Buyer shall pay, in cash, all costs of the following, including but not limited to: credit reports, loan fees, loan points, lender's title insurance charges, Buyer's customary escrow fees and charges, tax service fees, recordation fees for Grant Deed and any Deed(s) of Trust, Buyer's prorated portion of property taxes for the applicable tax year and first month's association membership fees and assessments, **county and, if applicable, city documentary transfer tax**, and other closing costs of Buyer.
- S) IT IS UNDERSTOOD AND ACKNOWLEDGED BY ALL PARTIES HERETO THAT THIS ESCROW SHALL REMAIN OPEN AND NO FUNDS SHALL BE RELEASED UNTIL EACH AND ALL THE FOLLOWING CONDITIONS HAVE BEEN MET:**
1. Within 12 months after opening escrow, sufficient funds are on hand to release all blanket encumbrances of record as defined in Section 11013 (B & P Code), and Escrow Holder can obtain a Policy of title insurance as hereinbefore provided, showing real property to be free and clear of any and all blanket encumbrances;

**Escrow Instructions Continued On Page Number 14**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 13**

2. This escrow shall not close and funds shall not be released from escrow until title, free and clear of any blanket encumbrances, is conveyed to the purchaser, after completion of all common facilities including, but not limited to: the Landscaping, Streets & Drives, Fences & Walls, Walkways, Lighting and Lobbies and all structures containing a total of Units of Lot 1 of Tract and until the expiration of the statutory period for recordation of all mechanics' liens claims after the recordation of Valid Notice of Completion, as defined in Section 8182 of the Civil Code,

**-OR-**

Purchaser's funds may be released from escrow after conveyance of title to him, upon completion of all improvements and facilities as defined above on Lot 1 of Tract, but prior to the expiration of the statutory period of mechanics' lien claims pertinent to said project, if the subdivider has provided that each such purchaser of a lot, parcel, or unit shall receive a policy of Title Insurance with provisions guaranteeing the purchaser against any mechanics' liens affecting the purchaser's lot or Unit that may arise during the applicable statutory mechanics' lien period;

3. Any or all monetary encumbrances recorded prior to the Declaration of Restrictions shall be Subordinated thereto by the recordation of a Subordination Agreement;
4. If this escrow does not close within 12 months from the date contained on Page 1 of these escrow Instructions, the Buyer, where failure to close the escrow is not due to Buyer's default, may cancel the escrow and receive back all consideration paid by Buyer within 15 days, and title and escrow expenses, will be paid by Seller;
5. Seller has posted 'Security' to ensure availability of funds for owner's operation and maintenance of common areas, land and facilities as provided in Subsection A.2 of the Real Estate Commissioner's Regulation 2792.9, said security to remain on deposit until EIGHTY (80%) Percent of the units in this project have been sold and escrow is presented with written assurance from the Association that Seller is current in payment of assessments on the unsold units;
6. A 1/\_\_\_th undivided percentage interest in Lot 1 of Tract No. has been or is being conveyed to purchaser with title to purchaser's individual condominium unit;
7. Buyer acknowledges receipt of all of the following items concurrently with the execution hereof and shall have THREE (3) Calendar Days after the date hereof to notify Seller, in writing, of any particular item(s) for which Buyer disapprove(s):
  - a. A copy of 's Preliminary Title Report;
  - b. Tract Map;
  - c. Final Subdivision Public Report;
  - d. Current Budget;
  - e. Association Bylaws;
  - f. Condominium Plan;
  - g. Filed Articles of Incorporation;
  - h. The Declaration of Covenants, Conditions and Restrictions, covering the subject property;
  - i. 'Natural Hazard Disclosure Report' (covering the subject property); and
  - j. SB 800 Notice.

**In the event that Buyer fails to notify Seller in writing within said THREE (3) Calendar Days after the Date hereof of any disapproval(s), Buyer hereby warrants and represents to Seller, Broker(s) and Escrow Holder that Buyer has approved and are completely satisfied with said items in their entirety.**

**Escrow Instructions Continued On Page Number 15**

**Seller's Initials(\_\_\_\_\_)**

**Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)**

Escrow Instructions Continued From Page Number 14

- T) CANCELLATION:** If the Agreement is terminated, (i) This 'Joint Purchase Agreement and Escrow Instructions' shall be automatically cancelled and the parties shall execute cancellation instructions requested by Escrow Holder; as a formality, for benefit of Escrow Holder. Upon Escrow Holder's receipt of these signed cancellation instructions Seller shall be completely released from their obligation to sell and Buyer shall be released from their obligation to buy, (ii) within ten (10) days after such termination Buyer shall deliver to Seller all documents delivered by Seller to Buyer hereunder outside of escrow, (iii) Buyer shall have no further right or interest in the Property, and (iv) Buyer's indemnity of Seller under Paragraph entitled "Possession" shall survive the termination.
- U) REAL ESTATE COMMISSION:** AT CLOSE OF ESCROW, ESCROW HOLDER IS HEREBY AUTHORIZED AND INSTRUCTED BY SELLER TO PAY THE COMMISSION AND/OR OTHER COMPENSATION TO **SELLER'S LISTING BROKER, IF ANY**, AS PER THE LISTING/MARKETING AGREEMENT FROM SELLERS PROCEEDS. NO COMMISSION SHALL BE PAID TO BROKER AND SHALL NOT BE CONSIDERED EARNED AND PAYABLE UNLESS THE SALE OF THE PROPERTY IS CONSUMMATED. BROKER COMMISSION SHALL BE PAID ON THE NET SALES PRICE (TOTAL PURCHASE PRICE AS SET FORTH ON PAGE 1 HEREOF, AS ADJUSTED/REDUCED BY ANY SELLER CLOSING COSTS CREDIT TO BUYER).

Listing Agent's Consent as to the above item: \_\_\_\_\_

- V) CLOSE OF ESCROW:** THE ACTUAL DATE OF THE CLOSE OF ESCROW SHALL TAKE PLACE (A) ON OR BEFORE **THIRTY (30) DAYS** AFTER THE DATE HEREOF OR (B) FIVE (5) DAYS AFTER ESCROW HOLDER HAS BEEN PROVIDED WITH WRITTEN PROOF THAT THE SUBJECT PROPERTY HAS BEEN APPROVED FOR OCCUPANCY BY THE APPROPRIATE CITY AND/OR COUNTY AND/OR STATE AGENCY IN WHICH THE PROPERTY IS LOCATED, WHICHEVER OCCURS LATER.
- W) BUYER'S EXTENSION:** IN CERTAIN CASES, THE SELLER WILL GRANT A FIFTEEN (15) DAY EXTENSION OF THE CLOSING DATE FOR AN EXTENSION FEE OF ONE-HALF (1/2) OF ONE (1) PERCENT OF THE PURCHASE PRICE OR \$1,500.00, **WHICHEVER IS MORE**. THIS FEE WILL BE INCLUDED IN LIQUIDATED DAMAGES. REQUESTS FOR EXTENSIONS MUST BE MADE AT LEAST FIVE (5) DAYS PRIOR TO THE CLOSING DATE. ALL EXTENSION REQUESTS ARE EVALUATED BY THE SELLER ON A CASE-BY-CASE BASIS AND ARE SOLELY AT SELLER'S DISCRETION. IN THE EVENT THAT SELLER GRANTS ONE (1) OR MORE OF THESE EXTENSION(S), BUYER AND SELLER HEREBY AUTHORIZE AND INSTRUCT ESCROW HOLDER TO INCREASE THE TOTAL CONSIDERATION (PURCHASE PRICE) HEREIN BY THE AMOUNT OF SAID EXTENSION FEE(S) WITHOUT ANY ADDITIONAL INSTRUCTIONS AND/OR AUTHORIZATIONS FROM THE BUYER AND/OR SELLER.
- X) PREVIOUS TRANSACTION:** In the event that there was an escrow previously opened with Escrow Holder covering the sale of the within described property ('Previous Escrow'), the consummation of this escrow is subject to and contingent upon Seller's ability to successfully cancel said 'Previous Escrow', if any, prior to or concurrently with the close of this escrow. This contingency shall be deemed approved when Escrow Holder is in possession of a copy of signed Cancellation Instructions from Buyer and Seller in the 'Previous Escrow'.
- Y) HOME PROTECTION PLAN:** Escrow Holder is hereby authorized and instructed to obtain an "**EXTENDED WARRANTY PLAN**" for appliances for the Benefit of the Buyer from **2-10 Home Buyer's Warranty Corporation**, which will provide coverage to the Buyer from Close of Escrow until the First Year's Anniversary following the Close of Escrow [**ONE (1) Year Policy**]. At the Close of Escrow, Escrow Holder is authorized and instructed to debit the Seller in the event Buyer obtains Buyer's New Financing through Seller's Preferred Lender or debit the Buyer in the event that Buyer obtains Buyer's New Financing through a Lender other than Seller's Preferred Lender in the amount of **[\$[Cost of Home Protection Policy]** and forward said sum to **2-10 Home Buyer's Warranty Corporation**. This amount shall represent the first annual premium covering the **Extended Warranty Plan** for the benefit of Buyer. Buyer shall look directly to said policy for specific coverage and is not relying on any warranty and/or representation from the Seller, Broker(s) or Escrow Holder and in the event that Buyer should have any questions relative to said **Extended Warranty Plan**, Buyer shall contact **2-10 Home Buyer's Warranty Corporation** directly at **(800) 775-4736**. Buyer further releases and relieves Seller, Broker(s) and Escrow Holder from **any and all past, present and/or future responsibility and/or liability in connection herewith and shall look only to 2-10 Home Buyer's Warranty Corporation for any questions and/or problems** related to the Extended Warranty Plan. **Escrow Holder's only responsibility shall be to disburse the funds as called for herein.**

Escrow Instructions Continued On Page Number 16

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 15**

**Z) BUYER'S DEPOSIT OF DOCUMENTS:** Upon acceptance hereof by Seller and upon demand by Seller and/or Escrow Holder, Buyer will furnish any information, execute all documents and perform any other acts necessary to consummate this sale in accordance with the terms hereof.

**AA) INTENT TO OCCUPY AND NON-ASSIGNMENT OF RIGHTS:** Buyer warrants that the purchase this property is for the intent of occupying the property as buyer's primary residence. This agreement and the escrow established pursuant hereto may not be assigned or transferred voluntarily or by operation of law by Buyer without written consent of Seller and any attempt to do so shall be void and of no effect. Escrow Holder is hereby instructed by Seller not to assist in any way in such assignment or transfer including without limitation, the consummation of so-called "double escrows". This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Seller and of the Buyer and each of them, and as to the Buyer, the Agreement herein shall be joint and several if more than one Buyer.

**BB) BUYER'S PERFORMANCE:** At any time following opening of Escrow, this agreement can be unilaterally terminated by Seller upon notice to Buyer of the occurrence of any of the following:

1. Buyer defaults in any payment required hereunder or in the timely performance or otherwise.
2. Buyer's failure to execute or deliver any escrow instructions and any other documents in accordance with this Agreement and/or any Lender's Loan Documents.
3. If in the reasonable good faith judgment of Seller, Buyer has violated any representations or warranties contained herein, or any addendum of this Agreement, including, but not limited to Buyer's representation that Buyer has a bona fide intention to reside in the property as Buyer's principal place of residence.
4. Neither this Agreement nor any of the Buyer's rights hereunder may be assigned by Buyer. Any such purported assignment shall be governed by **INTENT TO OCCUPY AND NON-ASSIGNMENT OF RIGHTS** above.
5. If for any reason whatsoever, Buyer is unable to present Seller with written Confirmation from the Lender that Buyer has obtained an approved loan as provided for herein, Seller's obligation to sell the Property to Buyer shall be terminated.

In the event of any such default or breach by Buyer, it is agreed by Buyer and Seller **and** contrary to Escrow Holder's 'General Provisions' that Seller may unilaterally instruct the Escrow Holder to cancel this Escrow and, subject to the liquidated damages that Seller is entitled to retain, all funds deposited by Buyer, shall be returned to Buyer, less Escrow Holder's cancellation charges, if any.

In addition, in the event that Seller seeks to exercise this unilateral right, both Buyer and Seller hereby release, relieve and indemnify Escrow Holder from any risk of any monetary loss and/or legal fees and further release and relieve Escrow Holder from any and all past, present and/or future liability and/or responsibility for Escrow Holder's compliance with this instruction and/or the disbursement of any funds as provided herein.

**CC) PRELIMINARY SUBDIVISION REPORT:** IF A RESERVATION AGREEMENT WAS SIGNED UNDER THE AUTHORITY OF A PRELIMINARY PUBLIC REPORT, THE BUYER HAS A RIGHT TO CANCEL (RESCIND) THIS CONTRACT TO PURCHASE AND TO THE RETURN OF ALL MONEY GIVEN TOWARD THE PURCHASE UNTIL MIDNIGHT OF THE FIFTH CALENDAR DAY FOLLOWING THE DAY THIS CONTRACT WAS SIGNED BY THE PURCHASER. In the event that Buyer has a 'Deposit' with Escrow Holder under a 'Preliminary Public Report', by Buyer's execution of this 'Joint Purchase Agreement and Escrow Instructions' Buyer hereby authorizes and instructs Escrow Holder to consider Buyer's 'Deposit' as a 'Deposit' for this 'Escrow'. All terms and conditions of said Agreement shall remain in full force and effect with the exception of the following" Seller is relying in good faith on Buyer's representation that Buyer's purchase herein is not, in any way, conditioned upon the sale of real property. Buyer warrants to Seller that Buyer's ability to complete the terms and conditions of the Agreement will not be affected, in any manner, by Buyer's need to sell, lease, refinance, obtain a home equity loan, liquidate assets, or otherwise dispose of any property, either real or personal. Should Buyer's circumstances prove contrary to this Affidavit, Seller has the unilateral right to terminate the Agreement in its entirety.

**DD) FEDERAL HOUSING ADMINISTRATION (FHA) ESCAPE CLAUSE:** It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the mortgagee has delivered to the purchaser

**Escrow Instructions Continued On Page Number 17**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 16**

a written statement issued by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the appraised value of the property (excluding closing costs) of not less than the amount as set forth on Page 1 hereof which statement the mortgagee hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the mortgagee. The purchaser shall, however, have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable. No escrows shall close until Purchase and Sale Agreements have been entered into for at least thirty percent (30%) of the total number of Units in the Project by Buyers who intend to occupy such Units, and such number of Units are in escrow.

**EE) VETERANS ADMINISTRATION (VA) ESCAPE CLAUSE:** It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration or a direct endorsement lender setting forth the appraised value of the property of not less than the total purchase price as set forth on Page 1 hereof. The purchaser shall have the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage to the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

**FF) ADDITIONAL DOCUMENTS:** The foregoing terms, provisions, conditions and instructions, and those on Pages 2 through [Last Page Number] hereof are approved and accepted in their entirety and concurred in by all parties. Seller will hand you necessary documents required to cause title to be shown as above, which Escrow Holder authorized to deliver when Buyer has caused funds to be delivered to Escrow Holder as set forth herein within the time as above provided. Seller shall pay the charges for evidence of title as called for, Seller's customary fees except those the Buyer agreed to pay, from Seller's proceeds. The items shall include bonds, assessments, taxes, and any liens of record, including prepayment penalties, if any, to show title as called for and required. **All parties signing this agreement hereby acknowledge a receipt of a copy of this agreement.**

**GG) THE FOLLOWING ITEMS ARE MEMORANDUM AGREEMENTS BETWEEN THE BUYER AND SELLER, WITH WHICH ESCROW HOLDER IS SPECIFICALLY INSTRUCTED NOT TO BE CONCERNED, NOR SHALL ESCROW HOLDER HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER WITH REFERENCE TO THESE ITEMS:**

- 1) **CAPTIONS:** The captions in this Agreement are for convenience of reference only and are not intended to be part of this Agreement.
- 2) **BINDING CONTRACT:** THIS IS MORE THAN A RECEIPT FOR MONEY. WHEN SIGNED BY BUYER AND SELLER, THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NEITHER PARTY SHOULD SIGN UNTIL THE CONTRACT HAS BEEN THOROUGHLY READ AND UNTIL EACH PROVISION IS UNDERSTOOD.
- 3) **OTHER AGREEMENTS:** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. ALL NEGOTIATIONS ARE MERGED INTO THIS AGREEMENT. THERE ARE NO ORAL OR OTHER WRITTEN AGREEMENTS OR INDUCEMENTS BETWEEN BUYER AND SELLER. THIS AGREEMENT SHALL NOT BE MODIFIED OR AMENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BUYER AND SELLER. NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), INDUCEMENTS, WARRANTIES OR AGREEMENTS MADE BY THE SELLER AND/OR BROKER SHALL BE DEEMED VALID OR BINDING UPON THE SELLER UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT. NO TERMITE EXAMINATION OR REPORT SHALL BE REQUIRED FROM SELLER. BUYER ACKNOWLEDGES THAT BUYER (OR THE AGENT OR REPRESENTATIVE OF THE BUYER) HAS EXAMINED THE SUBJECT PROPERTY IN ITS ENTIRETY AND FINDS THE SAME TO BE IN GOOD CONDITION AND REPAIR. BUYER REPRESENTS AND WARRANTS THAT BUYER IS RELYING SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATION AND ANALYSIS OF THE SUBJECT PROPERTY IN ENTERING INTO THIS AGREEMENT. SELLER IS NOT IMPROVING THE SUBJECT PROPERTY SPECIFICALLY FOR THE BUYER, NOR TO THE PRECISE SPECIFICATIONS OR DESIGN OF ANY MODEL (OR APPURTENANCES, IF ANY) DISPLAYED TO OR VISITED BY BUYER, BUT SELLER IS IMPROVING THE RESIDENCE AS ONE UNIT OF THE PROJECT. ANY MODEL, APPURTENANCES AND FURNISHINGS SHOWN TO BUYER ARE DISPLAYED ONLY FOR ILLUSTRATIONS AND SHALL NOT BE DEEMED TO BE AN AGREEMENT OR COMMITMENT BY SELLER TO DELIVER THE RESIDENCE IN EXACT

**Escrow Instructions Continued On Page Number 18**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 17**

ACCORDANCE WITH SUCH MODEL. IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT BUILT THE SUBJECT PROPERTY TO THE PRECISE SPECIFICATIONS OR DESIGNS OF ANY MODEL THEREOF OR THE SPECIFICATIONS OF ANY BUYER. NONE OF THE ITEMS, APPURTENANCES AND FURNISHINGS SHOWN IN ANY MODEL IS INCLUDED IN THE PURCHASE PRICE UNLESS SELLER AGREES IN WRITING TO DELIVER THE SAME AS PART OF THE PURCHASE PRICE, OR AS OPTIONAL ITEMS.

- 4) **DATABASE REGARDING REGISTERED SEX OFFENDERS: Notice:** Pursuant to Section 290.46 of the California Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web Site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residences and ZIP Code in which he or she resides.
- 5) **WAIVER OF LIS PENDENS:** As a material part of the consideration to be received by Seller under this Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens against the property if a dispute arises concerning this Agreement. Buyer agrees that the property is not unique in that Buyer can be adequately compensated solely by receiving a refund of Buyer's deposit if Seller breaches this agreement.
- 6) **WALK THROUGH:** Within SEVEN (7) Days of opening escrow, Buyer and Seller shall conduct a preliminary walk-through of the Subject Property. Buyer may choose to have a professional physical inspector accompany them during this 'Walk Through' at Buyer's unilateral option and at Buyer's Expense. Buyer further represents that Buyer is relying only on their own physical inspection of the subject property and not on any representations from Seller or Listing Broker. Buyer further acknowledges that Buyer is aware of all zoning regulations, other governmental requirements, site and physical conditions, and other matters affecting the use, condition and ownership of the subject property. Buyer shall provide Seller with a written list of Buyer's requested repairs, to be completed prior to close of escrow. Seller shall approve or disapprove such list in writing within SEVEN (7) Days of receipt of same. Should Buyer and Seller be unable to come to mutual agreement on said repair list, both parties shall timely execute escrow cancellation instructions, and full deposit shall be released from the obligation to purchase subject property, and Seller shall be released from the obligation to sell subject property to Buyer herein.

Final Walk Through – Not less than THREE (3) days before the close of escrow, Buyer shall have a final walk through, which shall NOT BE A CONTINGENCY TO THE CLOSING OF THIS ESCROW, but only to verify that all items approved by Seller on Buyer's initial walk through have been completed.

- 7) **INDEPENDENT VERIFICATION:** Buyer's deposit of final funds shall act as an independent verification from Buyer to Escrow Holder that the common area improvements have been satisfactorily completed.
- 8) **MATERIAL CHANGES:** Prior to close of escrow, Seller, in its sole and absolute discretion, may make material changes in (i) the legal management documents described herein, (ii) the overall development of the Project, (iii) the manner or content of any offering of residence in the Project or any phase of development thereof, or (iv) any aspect of the subject property or the entire project. In such case, Seller shall provide Buyer with written notice of such material change and Buyer's sole remedy at that time shall be to terminate this Agreement, request cancellation of escrow and receive a refund of all amounts deposited hereunder. Failure of Buyer to deliver to Seller written notice of termination within FIVE (5) days of receipt of the written notice of material change from Seller shall constitute a waiver of Buyer's right to terminate this Agreement and cancel escrow with respect to such change.

Notwithstanding anything contained herein to the contrary, including any general instructions hereto, if after submitting all documentation required pursuant to Paragraph Entitled 'Financing', Buyer does not secure loan commitment and approvals described herein, and deposit written verification of the unconditional commitment and approval into escrow within the time specified herein, Seller may, at its election, unilaterally terminate this Agreement and all funds in escrow shall be released to Buyer, provided, however, that if Buyer does not obtain loan approval because of Buyer's failure to sell Buyer's current residence or any other property owned by Buyer, such failure by Buyer shall be considered a default hereunder and Seller shall be entitled to terminate this Agreement, cancel escrow and proceed in accordance with Paragraph Entitled 'Liquidated Damages'.

In addition to other rights of Seller to terminate this Agreement, Seller can cancel escrow if Seller's ability to construct or deliver the Residence to Buyer is materially interfered with as a result of (i) the action of any foreign, federal, state or local governmental authority or utility, (ii) the availability or promptness of delivery of materials, labor, water, sewer or other utility

**Escrow Instructions Continued On Page Number 19**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)



**Escrow Instructions Continued From Page Number 19**

buildings, facilities or improvements will be constructed or that natural or landscaped areas will remain unchanged or undeveloped.

- B. SCHOOL INFORMATION: Seller has made no representations, warranties or assurances to Buyer that the property will be included within any particular school district. Buyer is responsible for determining the availability of schools and the same are subject to change by the applicable school district.
- C. CHANGES IN PRICE, SIZE AND DESIGN: Seller has made no promises, representations or assurances to Buyer regarding the pricing, size, design, configuration and architectural style of any further residences or improvements constructed or to be constructed in the Project or in other phases of development or otherwise, and Buyer acknowledges that as market conditions or other facts change, such matters may be subject to change including, without limitation, increase and/or reduction in prices of other residences to be built or sold in the Project and/or sales incentives offered in connection therewith and changes in size, design or product type of homes to be built or sold in the Project.
- D. VIEW AND PRIVACY IMPAIRMENT: Neither Seller, nor any of its authorized agents, representatives or employees has made any oral and/or written representations, warranties or promises concerning any view, present or future, that may be enjoyed from all or any portion of a residence or the Property. The view from the Property may change, be affected or obstructed by (i) construction or installation of improvements, structures, fences, walls and/or landscaping by Seller or other owners of Property within or outside the Project and/or (ii) the growth of trees, landscaping and/or vegetation within or outside the project. The Declaration does not contain any provisions intended to protect the view from any residence or any other portion of the project. Because of the nature of the terrain and slope and because neighboring homes have view, differing elevations, orientations to the lot and otherwise, architectural design and/or overall layout from the immediately adjoining or in a close proximity and may or may not have the ability to observe the interior and/or exterior of the subject property, neither Seller, nor any of its authorized agents warranties or promises complete privacy on any part, lot or home. Buyer shall satisfy themselves as to these 'View & Privacy Items' and Seller and/or Broker shall have no liability and/or responsibility in connection therewith.
- E. TAX AND INSURANCE ESTIMATES: Any sum estimated for taxes or insurance affecting the property may increase or decrease depending upon fluctuation of real property taxes or insurance rates. Buyer is strongly encouraged to verify these amounts with their own independent investigations including but not limited to verification with their own accountant and/or insurance agent.

**18) TEXTURE, PATIOS, BALCONIES AND COMMON AREAS**: Seller advises Buyer that a surface coat of textured covering has been initially applied to patio and balcony surfaces, if any. Application of this coating is designed to assist those surfaces in being water retardant. Buyer acknowledges that Seller has advised Buyer that a maintenance coat of the textured coating needs to be applied to all such surfaces at least two (2) years (or as soon as the first sign of cracking) to preserve the effectiveness of the coating. Buyer further acknowledges that it shall be the obligation of Buyer and/or any future owners of the subject property to apply all such maintenance coats and that neither Seller, Brokers, nor the Homeowner's Association shall have any responsibility to apply such maintenance coats, (except in common areas if they exist, which shall be the responsibility of the Homeowner's Association), nor shall have any liability for failure of Buyer or its successors to perform such work. In the event that Buyer should sell the subject property at a later date, Buyer shall notify its purchaser of this maintenance requirement in writing.

Buyer acknowledges that certain annual regular maintenance must be done to property, including but not limited to items as noted in Owner's Manual, which Seller will provide to Buyer at close of escrow. Seller recommends Buyer obtain a licensed contractor to complete these required items. Buyer may request in writing from Seller a list of service vendors no later than 30 days after the close of escrow, or Buyer may hire Buyer's own contractors. In any event, if Buyer fails to maintain the property as recommended by Seller, by a licensed contractor(s), there may be damage to property and property may not be subject to Seller's warranty, if any.

In new construction which has utilized many different natural materials in its development, such as wood, concrete, etc., the occurrence of certain phenomena, such as expansion and contraction, moisture, absorption, settlement, cracking, etc., are quite normal and to be expected. Seller does not in any manner guarantee or warrantee against the occurrence of these natural phenomena to the Property.

**Escrow Instructions Continued On Page Number 21**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 20**

- 19) SQUARE FOOTAGE:** Square footages are approximations and have not been and will not be independently verified by Broker and/or Seller. Should exact square footage be required by Buyer, Broker and Seller recommend Buyer conduct Buyer's own investigation with appropriate independent professionals. Buyer shall indemnify and hold Seller free of any liens regarding such independent professionals on subject property.
- 20) LAND USE/NEIGHBORHOOD CONDITIONS:** Buyer is aware that the subject property may be affected by future development of property in the neighborhood or surrounding areas, including without limitation, view, noise, traffic, local services and safety. Buyer agrees that Seller and Broker make no representation as to the preservation of existing/future views, and that present/future views may be affected by future development or construction/alteration of neighboring properties. Buyer further acknowledges awareness of existing nearby commercial properties/structures and the inherent traffic, noise and other situations relating to same. Buyer understands this project and other surrounding projects are currently and may be under future development. As a result of this fact, there may be noise, dirt, construction trucks, parking, construction workers, outhouses, and deliveries until all projects in the area are completed, all of which may or may not be under Seller's control.
- 21) MANUFACTURED PRODUCTS:** Buyer acknowledges and understands that:
- A. There are certain appliances and other equipment included in or exclusively benefiting the Subject Property which are manufactured by Third Parties (e.g. the dishwasher, heating, ventilation and air conditioning equipment, etc.);
  - B. The only warranties for such manufactures products are those provided by the manufacturer; and
  - C. Buyer shall be responsible for activating specific manufacturer's warranties, including, without limitation, by completing and submitting to the applicable manufacturers any registration cards included with the manufacturer's materials.
- 22) WATER RIGHTS:** If this property is adjacent to or contiguous to any water surface, the Buyer acknowledges and understands that Seller reserves any and all water, water rights and privileges, riparian rights and water easements and points belonging or any way appurtenant to the described real property.
- 23) EXISTING LANDSCAPING/OAK TREE(S):** If any oak tree or other species of tree is situated on the property, Buyer acknowledges that Seller makes no representation or warranty, express or implied, with respect to the condition of any such tree, and Buyer acknowledges that no such representation or warranty has been made or given. Buyer acknowledges that Buyer will make or rely upon his own tests and investigation to ascertain the condition of any such oak tree, or any other species of tree and the required care thereof, and the Seller is not responsible for the same. Buyer, his successors and assigns (if any and if approved by Seller), shall hold Seller, its affiliates, agents and employees, or their successors and assigns, entirely free and harmless from any and all damage, liability or costs of any kind to any person (including Buyer) or property (including Seller's and Buyer's); and Buyer, for himself, his successors and assigns, hereby waives any and all claims against Seller, its affiliates, agents and employees, which may or could affect the price as a result of the condition, maintenance or loss of any such oak tree, or any other species of tree.
- 24) ZONING DISCLOSURE:** Buyer is aware that the Seller and his agents and any representatives have no control over the zoning or development of the surrounding areas and makes no guarantees or representations as to its development.
- 25) PERIMETER EASEMENT AND LOT FENCING:** The placement, set-backs, height, length, width and materials pertaining to any and all fencing, including, but not limited to wood, block wall, slumpstone, wrought iron and chain link fencing which may appear on the tract maps and plans are proposed in advance of construction and completion of the new home. The above mentioned proposals will be finally determined by the appropriate governing agencies. Final approvals and inspections are made by the Planning Department, Building and Safety, Public Works, and Police and Fire emergency services. It is incumbent upon the builder to comply with the final decisions of the governing agencies as prescribed by ordinances. No changes will be made by the Builder which conflict with the aforementioned regulations. Changes made as a result of those requirements will be made without prior notice.
- 26) MODEL:** It is understood and agreed that Seller is not building the subject property specifically for the Buyer, nor to the precise specifications or design of any model or rendering displayed to or visited by Buyer. Buyer acknowledges that models, floor plans, plot maps, measurements and/or dimensions may be used by Seller or Seller's employees, Sales Agents or Sales Agent's employee (s) or representative (s) in the course of offering said property for sale, and of Buyer agreeing to purchase

**Escrow Instructions Continued On Page Number 22**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 21**

said property, it is not to be construed as exact and may vary either plus or minus. Seller reserves and shall have the right to make any changes, modifications, deletions, additions, changes in specification or substitution Seller deems necessary or desirable at any time without notice to Buyer in the construction, materials, fixtures, hardware, method of construction or other integral or in any portion or feature of the property. Buyer understands that any model, fixtures, or furnishings displayed to or visited by the Buyer are for illustration purposes only and shall not be deemed a representation, agreement or commitment by Seller to deliver the property or any portion or feature thereof in accordance with any such model, fixtures or furnishings. Seller has made no representations to Buyer as to the square footage of the Property or residence located thereon. Square footages that may be quoted in brochures vary according to many factors. They are quoted as a convenience to a potential Buyer and are not meant to be exact. Sales prices are not determined based on square footages. Buyer also understands and acknowledges that certain promotional materials used by Seller (including artist's rendering of the Project and certain exterior design features) may not depict exactly the manner in which the Property will be constructed.

**27) CONSTRUCTION CHANGES:** It is understood between Buyer and Seller that Seller WILL NOT accept any construction changes for approval later than TEN (10) Calendar Days after the date hereof. Buyer to deposit funds into escrow as determined by Seller, for all construction changes in advance of the start of stated construction changes. Buyer understands that there will be NO CONSTRUCTION CHANGES OTHER THAN THOSE SPECIFICALLY OFFERED ON THE CONSTRUCTION OPTION SHEET. If for any reason Buyer does not proceed to close of escrow on the subject property, Buyer agrees that these amounts will be retained by the Seller as consideration for the construction changes ordered by the Buyer.

**28) PLAN MODIFICATIONS:** Seller hereby reserves the right, without prior written notice to Buyer, to modify or alter any aspect of the proposed plans and specifications for completion of the residence purchased under the terms of this Agreement including, without limitation, the location and types of kitchen appliances, household fixtures, electrical outlets and switches, hardware, wall surfaces, paint and/or change such improvements, provided, said modifications or alterations shall not result in a product of lesser quality or value than agreed to herein. Buyer expressly agrees that Seller shall have the right to make such modifications and alterations without adjustment in purchase price.

**29) COMPLETION:** It is agreed by the Buyer that the various steps of construction shall be deemed to have been satisfactorily and fully performed when approved by the appropriate city or county department and shall be deemed to be completed and in full compliance with the terms of the Agreement when a Notice of Completion has been filed, and when the appropriate city or county department has issued a certificate (or the like document) permitting occupancy of the property. Seller agrees that it will diligently commence and pursue to complete the construction of the residence on the property and deliver same to Buyer at close of escrow. Depending upon the nature of the Residence, the number, type and design of improvements or additions thereto, Seller will require anywhere from SIX (6) months to ONE (1) year to construct the residence and, accordingly, the Residence shall be substantially completed and shall have been approved for occupancy by the appropriate government agency between SIX (6) months and ONE (1) year from the date hereof (if residence is not already completed). Should Seller be delayed in completing the residence by reason of Buyer's acts or omissions or any causes beyond Seller's control, including but not limited to governmental action, acts of god, stormy weather, strikes, boycotts, unavailability of materials, labor shortages or delays in receiving materials, the time of such delay shall be added to the time for completion, herein, provided, however, that in the event, though no fault of Buyer, this escrow has not closed within TWELVE (12) months from the date hereof, Buyer shall have the right to cancel this escrow and within FIFTEEN (15) days Seller shall order all money remitted, to be refunded to Buyer. Buyer is purchasing a completed residence.

Seller is not acting as a contractor for Buyer in the construction of said residence. Buyer shall have no right, title or interest in nor any right to possession of nor any right of entry on the subject property until actual close of escrow. Buyer understands and agrees there shall be no liability of any kind whatsoever on the part of the Seller, Seller's employees, Lending institution, Lender's employees, Sales Agents or Sales Agent's employees or representatives as a result of any damages that may be caused by the aforementioned delays. Seller, its agents and representatives, make absolutely no other representation or promises, oral or written, with respect to the construction of said residence except as set forth above. If the Buyer is a 'Non-Defaulting Buyer', then all funds shall be returned per Reg. 2791.

**30) OCCUPANCY:** It is agreed that occupancy of the subject property by Buyer may not be had under this Agreement prior to recordation of the deed to the Buyer and the recordation of the deeds of trust or mortgage procuring the loan or loans to be made on the subject property. Buyer represents to Seller that Buyer has a bona fide intention of residing in the property as Buyer's principal place of residence.

**Escrow Instructions Continued On Page Number 23**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 22**

- 31) PROXIMITY WARNING:** Seller makes no representations regarding the community or location of the property. Buyer acknowledges that he is responsible to educate himself as to the proximity of schools, hospitals, factories, heavily traveled streets, air corridors, off-site power sources, parks and other sources of significant noise or pollution adjacent to or in the vicinity of the property and the location of other desirable or undesirable facilities, including but not limited to the seismic activity in the area. Seller makes no representations about the relative safety of the community or vicinity in which subject property is located. Areas near subject property may be zoned, among other things, for residential use, commercial use, industrial use or some combination thereof. It is the duty of Buyer to evaluate the zoning and past use of nearby property to determine whether past, present, or future uses of nearby property may interfere with Buyer's intended use of subject property. Buyer agrees to make his own investigation and signifies his agreement that Seller need not locate or identify for Buyer known or suspected hazards, environmental or otherwise, which do not arise on the subject property and which do not physically affect the subject property at the time of purchase. Buyer agrees further that Seller does not have actual knowledge at the time Seller executes the Agreement, nor does Buyer rely on Seller except as Seller or its agents have made written representations.
- 32) NATURAL WOOD DISCLAIMER:** Natural wood products may be used in the manufacturing of the cabinets, entry doors, stair rails, windows, floors and exteriors. Wood, by nature, is not uniform in regards to color or grain and may have significant color variations. Every piece of wood will accept stains differently depending on its color, porosity and graining. Therefore, Seller makes no representation that the wood used in or on the home will be the same as the model homes or any samples, or that the coloring on subject lot will not vary. Certain wood floors may sliver. Exterior finished wood surfaces, such as siding, doors, railings and eaves, will require maintenance and repainting. The frequency and extent of the maintenance required of Buyer is dependent upon exposure to direct sun, moisture, smog or particulates in the air. Seller has painted the exterior wood surfaces with materials as is customary in the industry and makes no representations other than Seller's standard limited warranty. Buyer further acknowledges that wood products are subject to color variations as they age and/or depending on the exposure to sunlight.
- 33) STUCCO DISCLOSURE:** Concrete, plaster, drywall, masonry and other rigid materials are subject to cracking due to normal shrinkage, settlement, expansion and contraction. Seller is only responsible to repair such materials in the event that such cracks exceed industry standards.
- 34) PAINT DISCLAIMER:** Paints and stains will be installed pursuant to the manufacturer's instructions. Seller makes no warranty beyond the manufacturer's standard limited warranty for such materials.
- 35) SOUND TRANSMISSION:** Seller does not in any manner guarantee or warrant that the property will be soundproof or insulated to any particular degree from noise or sound emanating from within or without the Subject Property, including noise or sound emanating from other units, heating, ventilation air conditioning systems, plumbing, stereo systems, 'Surround Sound Systems', Common Area(s), Garages, and any and all Flooring, including, but not limited to: Tile, Hardwood and/or any type of Stone.
- 36) FUTURE VALUE:** Seller makes no representations or warranty, express or implied, as to the price or value of any of the dwellings. It is understood, acknowledged and agreed that: the dwelling being purchased may appreciate or depreciate in value and price; other dwellings in the project may be sold for a higher or lower prices than that paid for the dwelling being purchased by Buyer; incentives, promotions or other concessions not offered to Buyer may be offered to others; and Seller reserves the right, in its sold discretion, and without notice to the Buyer, to increase or decrease the price of dwellings in the project at any time. Buyer shall have nor rights to participate in incentives, promotions or concessions offered to others, if any, nor shall they have the right to modify or rescind the terms of this agreement or their purchase of the subject property by reason of same.
- 37) MOLD:** In recent years, mold have received significant attention, as significantly increased levels of mold have accumulated and spread through residential dwellings. It is important to note that mold tends to proliferate in warm, wet areas. High levels of mold in an enclosed setting can lead to mild to significant detrimental health effects. As such, it is each Buyer's responsibility to maintain his or her Unit so as to avoid the accumulation of moisture and/or mold within the Unit. Such mitigation matters should include, without limitation, the frequent ventilation of the Unit, removal of standing water on balcony, patio or deck areas, if any, prompt repair of any leaks which permit water intrusion into the Unit, and prompt repair of plumbing leaks within the Unit (irrespective of who or what may have caused the leaks). Each Buyer also understands that the presence of indoor plants may also increase mold levels within the Unit. Also, the propping of large pieces of furniture against wall surfaces may lead to the presence and/or spreading of mold. In the event that mold does appear within the Unit, it is also the Buyer's

**Escrow Instructions Continued On Page Number 24**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)



AGREEMENT SPECIFIES ANOTHER FORM OF DISPUTE RESOLUTION), RELATING TO OR ARISING OUT OF THE PURCHASE BY BUYER OF THE PROPERTY FROM SELLER, THE USE OR CONDITION OF THE PROPERTY, OR THE DESIGN OR CONSTRUCTION OF OR ANY CONDITION ON OR AFFECTING THE PROPERTY, INCLUDING CONSTRUCTION DEFECTS, SURVEYS, SOIL CONDITIONS, GRADING, SPECIFICATIONS, INSTALLATION OF IMPROVEMENTS OR DISPUTES WHICH ALLEGE FRAUD, MISREPRESENTATION OR BREACH OF IMPLIED OR EXPRESS WARRANTIES AS TO THE CONDITION OF THE PROERTY (COLLECTIVELY, "DISPUTE(S)"), SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN THIS ARTICLE 19 OF THE DECLARATION.

BY THEIR INITIAL BELOW, BUYER AND SELLER HEREBY ACKLEGEDE THAT THEY HAVE READ AND ACCEPTED THE TERMS OF ARTICLE 19 OF THE DECLARATION AS THEY RELATE TO DISPUTE RESOLUTION, INCLUDING BUT NOT LIMITED TO THE COVENANT NOT TO SUE AND THE AGREEMENT TO ALTERNATIVE DIPUSTE RESOLUTION.

Seller's Initials (\_\_\_\_\_) Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

43) LIQUIDATED DAMAGES/ARBITRATION: IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER, SELLER MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF THE DEFAULT; PROVIDED, HOWEVER, THAT, BY PLACING THEIR INITIALS HERE

Seller's Initials (\_\_\_\_\_) Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

IF INITIALED ABOVE BY ALL PARTIES, BUYER AND SELLER AGREE THAT:

- A. THE AMOUNT EQUAL TO BUYER'S PURCHASE MONEY DEPOSIT SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER. THE VALIDITY AND REASONABLENESS OF THE AMOUNT OF LIQUIDATED DAMAGES SHALL BE DETERMINED IN ACCORDANCE WITH CALIFORNIA CIVIL CODE SECTIONS 1675 THROUGH 1678.
- B. THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF ANY DEFAULT BY BUYER.
- C. LIQUIDATED DAMAGES SHALL BE PAYABLE TO SELLER OUT OF BUYER'S PURCHASE MONEY DEPOSIT ACCORDING TO THE FOLLOWING PROCEDURES:
  - 1. THE SELLER SHALL GIVE WRITTEN NOTICE ("SELLER'S NOTICE AND DEMAND"), IN THE MANNER PRESCRIBED BY SECTION 116.640 OF THE CODE OF CIVIL PROCEDURE FOR SERVICE IN A SMALL CLAIMS ACTION, TO ESCROW HOLDER AND TO BUYER, THAT BUYER IS IN DEFAULT UNDER THIS AGREEMENT AND THAT SELLER IS DEMANDING THAT ESCROW HOLDER REMIT THE PURCHASE MONEY DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNLESS, WITHIN TWENTY (20) DAYS BUYER GIVES ESCROW HOLDER BUYER'S WRITTEN OBJECTION TO DISBURSEMENT OF THE PURCHASE MONEY AS LIQUIDATED DAMAGES ("BUYER'S OBJECTION"). BUYER'S OBJECTION MUST ALSO AFFIRMATIVELY STATE THAT BUYER IS READY, WILLING AND ABLE TO CLOSE ESCROW AS PROVIDED FOR IN THIS AGREEMENT. BUYER'S FAILURE TO SO SPECIFICALLY STATE THAT THEY ARE PREPARED TO PROCEED WITH THE CLOSE OF ESCROW FOR THE PURCHASE OF THE PROPERTY WILL IMMEDIATELY TERMINATE BUYER'S RIGHT TO PURCHASE THE PROPERTY AND ANY SUCH RIGHTS SHALL THEREUPON BECOME NULL AND VOID. SELLER SHALL, IMMEDIATELY UPON GIVING THE SELLER'S NOTICE AND DEMAND, DELIVER TO ESCROW HOLDER ALL PURCHASE MONEY FUNDS OF BUYER HELD BY SELLER OUTSIDE OF ESCROW, IF ANY.
  - 2. BUYER SHALL HAVE A PERIOD OF TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND IN WHICH TO GIVE ESCROW HOLDER BUYER'S OBJECTION.
  - 3. IF BUYER FAILS TO GIVE ESCROW HOLDER BUYER'S OBJECTION WITHIN TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND: (A) ESCROW HOLDER SHALL PROMPTLY REMIT THE AMOUNT DEMANDED TO SELLER; AND (B) SELLER IS RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER.

Seller's Initials(\_\_\_\_\_) Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

- 4. IF BUYER GIVES ESCROW HOLDER BUYER'S OBJECTION WITHIN TWENTY (20) DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND, THEN THE CONTROVERSY SHALL BE DETERMINED BY SUBMISSION TO BINDING ARBITRATION AS PROVIDED IN THE PARAGRAPH ENTITLED 'ARBITRATION OF DISPUTES' HEREIN.
  
- D. IF THE PROPERTY IS A NEWLY CONSTRUCTED ATTACHED CONDOMINIUM UNIT LOCATED WITHIN A SINGLE BUILDING CONTAINING TEN (10) OR MORE RESIDENTIAL CONDOMINIUM UNITS WHERE THE AMOUNT PAID TO THE SELLER PURSUANT TO THIS LIQUIDATED DAMAGES PROVISION EXCEEDS THE AMOUNT SPECIFIED IN THE CIVIL CODE SECTION 1675 (F) (1), THE FOLLOWING ADDITIONAL PROCEDURE SHALL ALSO APPLY:
  - 1. SELLER SHALL PERFORM AN ACCOUNTING OF ALL COSTS AND REVENUES RELATED TO THE CONSTRUCTION AND THE SALE OF THE UNIT, INCLUDING ANY COSTS OF DELAY RELATED TO BUYER'S DEFAULT, LESS ANY AMOUNT BY WHICH SELLER CAN REDUCE THE DELAY COSTS BY REASONABLE EFFORTS ("ACCOUNTING"); AND
  - 2. REFUND TO THE BUYER, AT HIS OR HER LAST KNOWN ADDRESS WITHIN TEN (10) DAYS AFTER COMPLETING THE ACCOUNTING, EITHER THE AMOUNT OF THE DEPOSIT THAT EXCEEDS THE AMOUNT SPECIFIED IN THE CIVIL CODE SECTION 1675 (F) (1) OR THE AMOUNT OF THE DEPOSIT THAT EXCEEDS THE SELLER'S ACTUAL DAMAGES, AS DETERMINED BY THE ACCOUNTING, WHICHEVER AMOUNT IS GREATER; AND
  - 3. ANY ACCOUNTING PURSUANT TO PARAGRAPH (D.1) ABOVE MUST BE DONE EITHER:
    - a. WITHIN SIXTY (60) CALENDAR DAYS OF THE FINAL CLOSE OF ESCROW OF THE UNIT;
    - OR-
    - b. WITHIN SIXTY (60) CALENDAR DAYS FROM THE TIME OF A "NEW QUALIFIED BUYER" ENTERED INTO A CONTRACT TO PURCHASE. A "NEW QUALIFIED BUYER" IS ONE WHO HAS SATISFIED THE LOAN CONTINGENCY IN THE CONTRACT AND WHO HAS CONTRACTED TO PAY A PURCHASE PRICE THAT IS GREATER THAN OR EQUAL TO THE PURCHASE PRICE TO BE PAID BY THE ORIGINAL BUYER WHO DEFAULTED.

ANY OBJECTIONS FROM BUYER ARISING OUT OF OR RELATING TO THE ACCOUNTING SHALL BE RESOLVED BY SUBMISSION OF THE CONTROVERSY TO BINDING ARBITRATION, AS PROVIDED HEREIN.

SHOULD BUYER NOT AGREE TO THE FOREGOING LIQUIDATED DAMAGES PROVISION, THE AMOUNT SPECIFIED ABOVE SHALL NOT BE CONSIDERED A LIMITATION ON THE AMOUNT OF DAMAGES SELLER MIGHT RECOVER AS A RESULT OF BUYER'S DEFAULT. SELLER AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH AND PURSUANT TO THE PROVISIONS OF THIS PARAGRAPH.

ARBITRATION OF DISPUTES: ANY BINDING ARBITRATION REQUIRED PURSUANT TO THIS PARAGRAPH 50 MAY INCLUDE A DETERMINATION OF THE REASONABLENESS OF THE AMOUNT TO BE PAID AS LIQUIDATED DAMAGES, THE VALIDITY OF THE FOREGOING LIQUIDATED DAMAGES PROVISION, AND THE DISPOSITION OF THE FUNDS DEPOSITED INTO ESCROW BY BUYER.

44) This notification is in compliance with the obligations to comply with federal (and state) law to safeguard the parties' non-public, personal information.

We collect nonpublic personal information about the parties from the following sources:

- 1. Information received from the parties on applications or other forms; and
- 1. Information about the transaction with us, our affiliates, or other involved in the processing of the transaction; and

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

2. Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law and/or as may be necessary in the processing of this transaction.

We restrict access to nonpublic information about the parties to those employees who need to know that information to provide products or services to the parties. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard the parties' non-public, personal information.

45) **INSULATION:** The Federal Trade Commission requires a new home seller to include in every new home sales contract the following information regarding type, thickness and value of insulation to be installed in each part of the residence:

Exterior Walls:	Type:	Thickness:	R-Value:
Ceilings:	Type:	Thickness:	R-Value:
Interior Walls:	Type:	Thickness:	R-Value:

46) **PROPOSITION 65 WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THIS HOUSE WILL EXPOSE YOU TO FORMALDEHYDE, A SUBSTANCE KNOWN TO CAUSE CANCER. FURTHER INFORMATION MAY BE OBTAINED FROM THE BUILDER/SELLER:** The following information is intended to explain the warning furnished by Seller of this home for exposures to formaldehyde, a substance known to the State of California to cause cancer. The exposures are caused by materials of which the house is or will be built. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products purchased by Seller from materials suppliers. These materials include carpeting, pressed wood products, insulation, plastics, and glues. This home, if constructed prior to entering into this Agreement, has not been tested, and if constructed after entering into this Agreement, will not be tested. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. In the absence of specific information on these homes, and in light of the materials used in their construction, Seller believe that a warning is necessary. Buyer may have further questions about these issues. Seller is willing to share any further information Seller has obtained and will provide, upon request, a list of known materials suppliers that may be contacted for further information, and whether any inquiry has been made by Seller.

47) **ENTIRE AGREEMENT:** This Agreement constitutes the sole Agreement between the parties. There are no collateral understandings or representations or agreements other than those contained herein. No salesperson, employee or agent of Seller has authority to modify its terms. All prior agreements, whether oral or written, are hereby superseded.

48) **TRANSFER DISCLOSURE STATEMENT AND OTHER DISCLOSURES WITH CANCELLATION RIGHTS:** (This paragraph is applicable only if the Property is subject to Article 1.5 of the Civil Code, commencing with Civil Code §1102. A transfer is exempt from Article 1.5 if, among other exemptions, the transfer is proceeded by furnishing the transferee a copy of a public report pursuant to Business and Professions Code §11018.1 or the transfer can be made without a public report pursuant to Business and Professions Code §11010.4.)

49) **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

**Listing Agent:** SELLER'S LISTING BROKER, IF ANY is the agent of the Seller exclusively;

**Selling Agent:** \_\_\_\_\_ is the agent of the Buyer exclusively.

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)



**"Exhibit A"**

**CONSTRUCTION CLAIMS STATUTE – EXCERPT FROM CALIFORNIA CIVIL CODE**

**TITLE 7 - REQUIREMENTS FOR ACTIONS FOR CONSTRUCTION DEFECTS**

**CHAPTER 1 - DEFINITIONS**

895. (a) "Structure" means any residential dwelling, other building, or improvement located upon a lot or within a common area.
- (b) "Designed moisture barrier" means an installed moisture barrier specified in the plans and specifications, contract documents, or manufacturer's recommendations.
- (c) "Actual moisture barrier" means any component or material, actually installed, that serves to any degree as a barrier against moisture, whether or not intended as such.
- (d) "Unintended water" means water that passes beyond, around, or through a component or the material that is designed to prevent that passage.
- (e) "Close of escrow" means the date of the close of escrow between the builder and the original homeowner. With respect to claims by an association, as defined in subdivision (a) of Section 6000, "close of escrow" means the date of substantial completion, as defined in Section 337.15 of the Code of Civil Procedure, or the date the builder relinquishes control over the association's ability to decide whether to initiate a claim under this title, whichever is later.
- (f) "Claimant" or "homeowner" includes the individual owners of single-family homes, individual unit owners of attached dwellings and, in the case of a common interest development, any association as defined in subdivision (a) of Section 6000.

**CHAPTER 2 - ACTIONABLE DEFECTS**

896. In any action seeking recovery of damages arising out of, or related to deficiencies in, the residential construction, design, specifications, surveying, planning, supervision, testing, or observation of construction, a builder, and to the extent set forth in Chapter 4 (commencing with Section 910), a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, shall, except as specifically set forth in this title, be liable for, and the claimant's claims or causes of action shall be limited to violation of, the following standards, except as specifically set forth in this title. This title applies to original construction intended to be sold as an individual dwelling unit. As to condominium conversions, this title does not apply to or does not supersede any other statutory or common law.

(A) With respect to water issues:

With respect to water issues:

- (1) A door shall not allow unintended water to pass beyond, around, or through the door or its designed or actual moisture barriers, if any.
- (2) Windows, patio doors, deck doors, and their systems shall not allow water to pass beyond, around, or through the window, patio door, or deck door or its designed or actual moisture barriers, including, without limitation, internal barriers within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.
- (3) Windows, patio doors, deck doors, and their systems shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.
- (4) Roofs, roofing systems, chimney caps, and ventilation components shall not allow water to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation,

Escrow Instructions Continued On Page Number 30

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 29**

internal barriers located within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, and sheathing, if any.

- (5) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow water to pass into the adjacent structure. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.
- (6) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow unintended water to pass within the systems themselves and cause damage to the systems. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.
- (7) Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to cause damage to another building component.
- (8) Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to limit the installation of the type of flooring materials typically used for the particular application.
- (9) Hardscape, including paths and patios, irrigation systems, landscaping systems, and drainage systems, that are installed as part of the original construction, shall not be installed in such a way as to cause water or soil erosion to enter into or come in contact with the structure so as to cause damage to another building component.
- (10) Stucco, exterior siding, exterior walls, including, without limitation, exterior framing, and other exterior wall finishes and fixtures and the systems of those components and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall be installed in such a way so as not to allow unintended water to pass into the structure or to pass beyond, around, or through the designed or actual moisture barriers of the system, including any internal barriers located within the system itself. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.
- (11) Stucco, exterior siding, and exterior walls shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.
- (12) Retaining and site walls and their associated drainage systems shall not allow unintended water to pass beyond, around, or through its designed or actual moisture barriers including, without limitation, any internal barriers, so as to cause damage. This standard does not apply to those portions of any wall or drainage system that are designed to have water flow beyond, around, or through them.
- (13) Retaining walls and site walls, and their associated drainage systems, shall only allow water to flow beyond, around, or through the areas designated by design.
- (14) The lines and components of the plumbing system, sewer system, and utility systems shall not leak.
- (15) Plumbing lines, sewer lines, and utility lines shall not corrode so as to impede the useful life of the systems.
- (16) Sewer systems shall be installed in such a way as to allow the designated amount of sewage to flow through the system.
- (17) Shower and bath enclosures shall not leak water into the interior of walls, flooring systems, or the interior of other components.
- (18) Ceramic tile and tile countertops shall not allow water into the interior of walls, flooring systems, or other components so as to cause damage.

(B) With respect to structural issues:

**Escrow Instructions Continued On Page Number 31**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 30**

- (1) Foundations, load bearing components, and slabs, shall not contain significant cracks or significant vertical displacement.
  - (2) Foundations, load bearing components, and slabs shall not cause the structure, in whole or in part, to be structurally unsafe.
  - (3) Foundations, load bearing components, and slabs, and underlying soils shall be constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction.
  - (4) A structure shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.
- (C) With respect to soil issues:
- (1) Soils and engineered retaining walls shall not cause, in whole or in part, damage to the structure built upon the soil or engineered retaining wall.
  - (2) Soils and engineered retaining walls shall not cause, in whole or in part, the structure to be structurally unsafe.
  - (3) Soils shall not cause, in whole or in part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale by the builder or for the purpose for which that land is commonly used.
- (D) With respect to fire protection issues:
- (1) A structure shall be constructed so as to materially comply with the design criteria of the applicable government building codes, regulations, and ordinances for fire protection of the occupants in effect at the time of the original construction.
  - (2) Fireplaces, chimneys, chimney structures, and chimney termination caps shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire outside the fireplace enclosure or chimney.
  - (3) Electrical and mechanical systems shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire.
- (E) With respect to plumbing and sewer issues:
- Plumbing and sewer systems shall be installed to operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action may be brought for a violation of this subdivision more than four years after close of escrow.
- (F) With respect to electrical system issues:
- Electrical systems shall operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action shall be brought pursuant to this subdivision more than four years from close of escrow.
- (G) With respect to issues regarding other areas of construction:
- (1) Exterior pathways, driveways, hardscape, sidewalls, sidewalks, and patios installed by the original builder shall not contain cracks that display significant vertical displacement or that are excessive. However, no action shall be brought upon a violation of this paragraph more than four years from close of escrow.
  - (2) Stucco, exterior siding, and other exterior wall finishes and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall not contain significant cracks or separations.

**Escrow Instructions Continued On Page Number 32**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 31**

- (3) (a) To the extent not otherwise covered by these standards, manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances shall be installed so as not to interfere with the products' useful life, if any.  
(b) For purposes of this paragraph, "useful life" means a representation of how long a product is warranted or represented, through its limited warranty or any written representations, to last by its manufacturer, including recommended or required maintenance. If there is no representation by a manufacturer, a builder shall install manufactured products so as not to interfere with the product's utility.  
(c) For purposes of this paragraph, "manufactured product" means a product that is completely manufactured offsite.  
(d) If no useful life representation is made, or if the representation is less than one year, the period shall be no less than one year. If a manufactured product is damaged as a result of a violation of these standards, damage to the product is a recoverable element of damages. This subparagraph does not limit recovery if there has been damage to another building component caused by a manufactured product during the manufactured product's useful life.  
(e) This title does not apply in any action seeking recovery solely for a defect in a manufactured product located within or adjacent to a structure.
- (4) Heating, if any, shall be installed so as to be capable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor in any living space.
- (5) Living space air-conditioning, if any, shall be provided in a manner consistent with the size and efficiency design criteria specified in Title 24 of the California Code of Regulations or its successor.
- (6) Attached structures shall be constructed to comply with inter unit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction. If there is no applicable code, ordinance, or regulation, this paragraph does not apply. However, no action shall be brought pursuant to this paragraph more than one year from the original occupancy of the adjacent unit.
- (7) Irrigation systems and drainage shall operate properly so as not to damage landscaping or other external improvements. However, no action shall be brought pursuant to this paragraph more than one year from close of escrow.
- (8) Untreated wood posts shall not be installed in contact with soil so as to cause unreasonable decay to the wood based upon the finish grade at the time of original construction. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.
- (9) Untreated steel fences and adjacent components shall be installed so as to prevent unreasonable corrosion. However, no action shall be brought pursuant to this paragraph more than four years from close of escrow.
- (10) Paint and stains shall be applied in such a manner so as not to cause deterioration of the building surfaces for the length of time specified by the paint or stain manufacturers' representations, if any. However, no action shall be brought pursuant to this paragraph more than five years from close of escrow.
- (11) Roofing materials shall be installed so as to avoid materials falling from the roof.
- (12) The landscaping systems shall be installed in such a manner so as to survive for not less than one year. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.
- (13) Ceramic tile and tile backing shall be installed in such a manner that the tile does not detach.

**Escrow Instructions Continued On Page Number 33**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)



agreement is not recorded on title or no actual notice has been provided, the standards set forth in this title apply to any non-original homeowners' claims.

906. A builder's election to use an enhanced protection agreement addresses only the issues set forth in Chapter 2 (commencing with Section 896) and does not constitute an election to use or not use the provisions of Chapter 4 (commencing with Section 910). The decision to use or not use Chapter 4 (commencing with Section 910) is governed by the provisions of that chapter.
907. A homeowner is obligated to follow all reasonable maintenance obligations and schedules communicated in writing to the homeowner by the builder and product manufacturers, as well as commonly accepted maintenance practices. A failure by a homeowner to follow these obligations, schedules, and practices may subject the homeowner to the affirmative defenses contained in Section 944.

#### CHAPTER 4 - PRELITIGATION PROCEDURE

910. Prior to filing an action against any party alleged to have contributed to a violation of the standards set forth in Chapter 2 (commencing with Section 896), the claimant shall initiate the following pre-litigation procedures:
- (a) The claimant or his or her legal representative shall provide written notice via certified mail, overnight mail, or personal delivery to the builder, in the manner prescribed in this section, of the claimant's claim that the construction of his or her residence violates any of the standards set forth in Chapter 2 (commencing with Section 896). That notice shall provide the claimant's name, address, and preferred method of contact, and shall state that the claimant alleges a violation pursuant to this part against the builder, and shall describe the claim in reasonable detail sufficient to determine the nature and location, to the extent known, of the claimed violation. In the case of a group of homeowners or an association, the notice may identify the claimants solely by address or other description sufficient to apprise the builder of the locations of the subject residences. That document shall have the same force and effect as a notice of commencement of a legal proceeding.
  - (b) The notice requirements of this section do not preclude a homeowner from seeking redress through any applicable normal customer service procedure as set forth in any contractual, warranty, or other builder-generated document; and, if a homeowner seeks to do so, that request shall not satisfy the notice requirements of this section.
911. (a) For purposes of this title, except as provided in subdivision (b), "builder" means any entity or individual, including, but not limited to a builder, developer, general contractor, contractor, or original seller, who, at the time of sale, was also in the business of selling residential units to the public for the property that is the subject of the homeowner's claim or was in the business of building, developing, or constructing residential units for public purchase for the property that is the subject of the homeowner's claim.
- (b) For the purposes of this title, "builder" does not include any entity or individual whose involvement with a residential unit that is the subject of the homeowner's claim is limited to his or her capacity as general contractor or contractor and who is not a partner, member of, subsidiary of, or otherwise similarly affiliated with the builder. For purposes of this title, these nonaffiliated general contractors and nonaffiliated contractors shall be treated the same as subcontractors, material suppliers, individual product manufacturers, and design professionals.
912. A builder shall do all of the following:
- (a) Within 30 days of a written request by a homeowner or his or her legal representative, the builder shall provide copies of all relevant plans, specifications, mass or rough grading plans, final soils reports, Bureau of Real Estate public reports, and available engineering calculations, that pertain to a homeowner's residence specifically or as part of a larger development tract. The request shall be honored if it states that it is made relative to structural, fire safety, or soils provisions of this title. However, a builder is not obligated to provide a copying service, and reasonable copying costs shall be borne by the requesting party. A builder may require that the documents be copied onsite by the requesting party, except that the homeowner may, at his or her option, use his or her own copying service, which may include an offsite copy facility that is bonded and insured. If a builder can show that the builder maintained the documents, but that they later became unavailable due to loss or destruction that was not the fault of the builder, the builder may be excused from the requirements of this subdivision, in which case the

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 34**

builder shall act with reasonable diligence to assist the homeowner in obtaining those documents from any applicable government authority or from the source that generated the document. However, in that case, the time limits specified by this section do not apply.

- (b) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, the builder shall provide to the homeowner or his or her legal representative copies of all maintenance and preventative maintenance recommendations that pertain to his or her residence within 30 days of service of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.
  - (c) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all manufactured products maintenance, preventive maintenance, and limited warranty information within 30 days of a written request for those documents. These documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.
  - (d) At the expense of the homeowner, who may opt to use an offsite copy facility that is bonded and insured, a builder shall provide to the homeowner or his or her legal representative copies of all of the builder's limited contractual warranties in accordance with this part in effect at the time of the original sale of the residence within 30 days of a written request for those documents. Those documents shall also be provided to the homeowner in conjunction with the initial sale of the residence.
  - (e) A builder shall maintain the name and address of an agent for notice pursuant to this chapter with the Secretary of State or, alternatively, elect to use a third party for that notice if the builder has notified the homeowner in writing of the third party's name and address, to whom claims and requests for information under this section may be mailed. The name and address of the agent for notice or third party shall be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative. This subdivision applies to instances in which a builder contracts with a third party to accept claims and act on the builder's behalf. A builder shall give actual notice to the homeowner that the builder has made such an election, and shall include the name and address of the third party.
  - (f) A builder shall record on title a notice of the existence of these procedures and a notice that these procedures impact the legal rights of the homeowner. This information shall also be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder's sales representative.
  - (g) A builder shall provide, with the original sales documentation, a written copy of this title, which shall be initialed and acknowledged by the purchaser and the builder's sales representative.
  - (h) As to any documents provided in conjunction with the original sale, the builder shall instruct the original purchaser to provide those documents to any subsequent purchaser.
  - (i) Any builder who fails to comply with any of these requirements within the time specified is not entitled to the protection of this chapter, and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action, in which case the remaining chapters of this part shall continue to apply to the action.
913. A builder or his or her representative shall acknowledge, in writing, receipt of the notice of the claim within 14 days after receipt of the notice of the claim. If the notice of the claim is served by the claimant's legal representative, or if the builder receives a written representation letter from a homeowner's attorney, the builder shall include the attorney in all subsequent substantive communications, including, without limitation, all written communications occurring pursuant to this chapter, and all substantive and procedural communications, including all written communications, following the commencement of any subsequent complaint or other legal action, except that if the builder has retained or involved legal counsel to assist the builder in this process, all communications by the builder's counsel shall only be with the claimant's legal representative, if any.
914. (a) This chapter establishes a non-adversarial procedure, including the remedies available under this chapter which, if the procedure does not resolve the dispute between the parties, may result in a subsequent action to enforce the other chapters of this title. A builder may attempt to commence non-adversarial contractual provisions other than

**Escrow Instructions Continued On Page Number 36**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)



**Escrow Instructions Continued From Page Number 36**

917. Within 30 days of the initial or, if requested, second inspection or testing, the builder may offer in writing to repair the violation. The offer to repair shall also compensate the homeowner for all applicable damages recoverable under Section 944, within the timeframe for the repair set forth in this chapter. Any such offer shall be accompanied by a detailed, specific, step-by-step statement identifying the particular violation that is being repaired, explaining the nature, scope, and location of the repair, and setting a reasonable completion date for the repair. The offer shall also include the names, addresses, telephone numbers, and license numbers of the contractors whom the builder intends to have perform the repair. Those contractors shall be fully insured for, and shall be responsible for, all damages or injuries that they may cause to occur during the repair, and evidence of that insurance shall be provided to the homeowner upon request. Upon written request by the homeowner or his or her legal representative, and within the timeframes set forth in this chapter, the builder shall also provide any available technical documentation, including, without limitation, plans and specifications, pertaining to the claimed violation within the particular home or development tract. The offer shall also advise the homeowner in writing of his or her right to request up to three additional contractors from which to select to do the repair pursuant to this chapter.
918. Upon receipt of the offer to repair, the homeowner shall have 30 days to authorize the builder to proceed with the repair. The homeowner may alternatively request, at the homeowner's sole option and discretion, that the builder provide the names, addresses, telephone numbers, and license numbers for up to three alternative contractors who are not owned or financially controlled by the builder and who regularly conduct business in the county where the structure is located. If the homeowner so elects, the builder is entitled to an additional noninvasive inspection, to occur at a mutually convenient date and time within 20 days of the election, so as to permit the other proposed contractors to review the proposed site of the repair. Within 35 days after the request of the homeowner for alternative contractors, the builder shall present the homeowner with a choice of contractors. Within 20 days after that presentation, the homeowner shall authorize the builder or one of the alternative contractors to perform the repair.
919. The offer to repair shall also be accompanied by an offer to mediate the dispute if the homeowner so chooses. The mediation shall be limited to a four hour mediation, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator, and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation occurs within 15 days after the request to mediate is received and occurs at a mutually convenient location within the county where the action is pending. If a builder has made an offer to repair a violation, and the mediation has failed to resolve the dispute, the homeowner shall allow the repair to be performed either by the builder, its contractor, or the selected contractor.
920. If the builder fails to make an offer to repair or otherwise strictly comply with this chapter within the times specified, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If the contractor performing the repair does not complete the repair in the time or manner specified, the claimant may file an action. If this occurs, the standards set forth in the other chapters of this part shall continue to apply to the action.
921. (a) In the event that a resolution under this chapter involves a repair by the builder, the builder shall make an appointment with the claimant, make all appropriate arrangements to effectuate a repair of the claimed unmet standards, and compensate the homeowner for all damages resulting therefrom free of charge to the claimant. The repair shall be scheduled through the claimant's legal representative, if any, unless he or she is unavailable during the relevant time periods. The repair shall be commenced on a mutually convenient date within 14 days of acceptance or, if an alternative contractor is selected by the homeowner, within 14 days of the selection, or, if a mediation occurs, within seven days of the mediation, or within five days after a permit is obtained if one is required. The builder shall act with reasonable diligence in obtaining any such permit.
- (b) The builder shall ensure that work done on the repairs is done with the utmost diligence, and that the repairs are completed as soon as reasonably possible, subject to the nature of the repair or some unforeseen event not caused by the builder or the contractor performing the repair. Every effort shall be made to complete the repair within 120 days.
922. The builder shall, upon request, allow the repair to be observed and electronically recorded, videotaped, or photographed by the claimant or his or her legal representative. Nothing that occurs during the repair process may be used or introduced as evidence to support a spoliation defense by any potential party in any subsequent litigation.

**Escrow Instructions Continued On Page Number 38**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 37**

923. The builder shall provide the homeowner or his or her legal representative, upon request, with copies of all correspondence, photographs, and other materials pertaining or relating in any manner to the repairs.
924. If the builder elects to repair some, but not all of, the claimed unmet standards, the builder shall, at the same time it makes its offer, set forth with particularity in writing the reasons, and the support for those reasons, for not repairing all claimed unmet standards.
925. If the builder fails to complete the repair within the time specified in the repair plan, the claimant is released from the requirements of this chapter and may proceed with the filing of an action. If this occurs, the standards set forth in the other chapters of this title shall continue to apply to the action.
926. The builder may not obtain a release or waiver of any kind in exchange for the repair work mandated by this chapter. At the conclusion of the repair, the claimant may proceed with filing an action for violation of the applicable standard or for a claim of inadequate repair, or both, including all applicable damages available under Section 944.
927. If the applicable statute of limitations has otherwise run during this process, the time period for filing a complaint or other legal remedies for violation of any provision of this title, or for a claim of inadequate repair, is extended from the time of the original claim by the claimant to 100 days after the repair is completed, whether or not the particular violation is the one being repaired. If the builder fails to acknowledge the claim within the time specified, elects not to go through this statutory process, or fails to request an inspection within the time specified, the time period for filing a complaint or other legal remedies for violation of any provision of this title is extended from the time of the original claim by the claimant to 45 days after the time for responding to the notice of claim has expired. If the builder elects to attempt to enforce its own non-adversarial procedure in lieu of the procedure set forth in this chapter, the time period for filing a complaint or other legal remedies for violation of any provision of this part is extended from the time of the original claim by the claimant to 100 days after either the completion of the builder's alternative non-adversarial procedure, or 100 days after the builder's alternative non-adversarial procedure is deemed unenforceable, whichever is later.
928. If the builder has invoked this chapter and completed a repair, prior to filing an action, if there has been no previous mediation between the parties, the homeowner or his or her legal representative shall request mediation in writing. The mediation shall be limited to four hours, except as otherwise mutually agreed before a nonaffiliated mediator selected and paid for by the builder. At the homeowner's sole option, the homeowner may agree to split the cost of the mediator and if he or she does so, the mediator shall be selected jointly. The mediator shall have sufficient availability such that the mediation will occur within 15 days after the request for mediation is received and shall occur at a mutually convenient location within the county where the action is pending. In the event that a mediation is used at this point, any applicable statutes of limitations shall be tolled from the date of the request to mediate until the next court day after the mediation is completed, or the 100-day period, whichever is later.
929. (a) Nothing in this chapter prohibits the builder from making only a cash offer and no repair. In this situation, the homeowner is free to accept the offer, or he or she may reject the offer and proceed with the filing of an action. If the latter occurs, the standards of the other chapters of this title shall continue to apply to the action.
- (b) The builder may obtain a reasonable release in exchange for the cash payment. The builder may negotiate the terms and conditions of any reasonable release in terms of scope and consideration in conjunction with a cash payment under this chapter.
930. (a) The time periods and all other requirements in this chapter are to be strictly construed, and, unless extended by the mutual agreement of the parties in accordance with this chapter, shall govern the rights and obligations under this title. If a builder fails to act in accordance with this section within the timeframes mandated, unless extended by the mutual agreement of the parties as evidenced by a post claim written confirmation by the affected homeowner demonstrating that he or she has knowingly and voluntarily extended the statutory timeframe, the claimant may proceed with filing an action. If this occurs, the standards of the other chapters of this title shall continue to apply to the action.
- (b) If the claimant does not conform with the requirements of this chapter, the builder may bring a motion to stay any subsequent court action or other proceeding until the requirements of this chapter have been satisfied. The court,

**Escrow Instructions Continued On Page Number 39**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**Escrow Instructions Continued From Page Number 38**

in its discretion, may award the prevailing party on such a motion, his or her attorney's fees and costs in bringing or opposing the motion.

931. If a claim combines causes of action or damages not covered by this part, including, without limitation, personal injuries, class actions, other statutory remedies, or fraud-based claims, the claimed unmet standards shall be administered according to this part, although evidence of the property in its unrepaired condition may be introduced to support the respective elements of any such cause of action. As to any fraud-based claim, if the fact that the property has been repaired under this chapter is deemed admissible, the trier of fact shall be informed that the repair was not voluntarily accepted by the homeowner. As to any class action claims that address solely the incorporation of a defective component into a residence, the named and unnamed class members need not comply with this chapter.
932. Subsequently discovered claims of unmet standards shall be administered separately under this chapter, unless otherwise agreed to by the parties. However, in the case of a detached single family residence, in the same home, if the subsequently discovered claim is for a violation of the same standard as that which has already been initiated by the same claimant and the subject of a currently pending action, the claimant need not reinitiate the process as to the same standard. In the case of an attached project, if the subsequently discovered claim is for a violation of the same standard for a connected component system in the same building as has already been initiated by the same claimant, and the subject of a currently pending action, the claimant need not reinitiate this process as to that standard.
933. If any enforcement of these standards is commenced, the fact that a repair effort was made may be introduced to the trier of fact. However, the claimant may use the condition of the property prior to the repair as the basis for contending that the repair work was inappropriate, inadequate, or incomplete, or that the violation still exists. The claimant need not show that the repair work resulted in further damage nor that damage has continued to occur as a result of the violation.
934. Evidence of both parties' conduct during this process may be introduced during a subsequent enforcement action, if any, with the exception of any mediation. Any repair efforts undertaken by the builder, shall not be considered settlement communications or offers of settlement and are not inadmissible in evidence on such a basis.
935. To the extent that provisions of this chapter are enforced and those provisions are substantially similar to provisions in Section 1375 of the Civil Code, but an action is subsequently commenced under Section 6000 of the Civil Code, the parties are excused from performing the substantially similar requirements under Section 6000 of the Civil Code.
936. Each and every provision of the other chapters of this title apply to general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals to the extent that the general contractors, subcontractors, material suppliers, individual product manufacturers, and design professionals caused, in whole or in part, a violation of a particular standard as the result of a negligent act or omission or a breach of contract. In addition to the affirmative defenses set forth in Section 945.5, a general contractor, subcontractor, material supplier, design professional, individual product manufacturer, or other entity may also offer common law and contractual defenses as applicable to any claimed violation of a standard. All actions by a claimant or builder to enforce an express contract, or any provision thereof, against a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional is preserved. Nothing in this title modifies the law pertaining to joint and several liability for builders, general contractors, subcontractors, material suppliers, individual product manufacturer, and design professionals that contribute to any specific violation of this title. However, the negligence standard in this section does not apply to any general contractor, subcontractor, material supplier, individual product manufacturer, or design professional with respect to claims for which strict liability would apply.
937. Nothing in this title shall be interpreted to eliminate or abrogate the requirement to comply with Section 411.35 of the Code of Civil Procedure or to affect the liability of design professionals, including architects and architectural firms, for claims and damages not covered by this title.
938. This title applies only to new residential units where the purchase agreement with the buyer was signed by the seller on or after January 1, 2003.

**Escrow Instructions Continued On Page Number 40**

**Seller's Initials**(\_\_\_\_\_)

**Buyer's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

CHAPTER 5 - PROCEDURE

941. (a) Except as specifically set forth in this title, no action may be brought to recover under this title more than 10 years after substantial completion of the improvement but not later than the date of recordation of a valid notice of completion.
- (b) As used in this section, "action" includes an action for indemnity brought against a person arising out of that person's performance or furnishing of services or materials referred to in this title, except that a cross-complaint for indemnity may be filed pursuant to subdivision (b) of Section 428.10 of the Code of Civil Procedure in an action which has been brought within the time period set forth in subdivision (a).
- (c) The limitation prescribed by this section may not be asserted by way of defense by any person in actual possession or the control, as owner, tenant or otherwise, of such an improvement, at the time any deficiency in the improvement constitutes the proximate cause for which it is proposed to make a claim or bring an action.
- (d) Sections 337.15 and 337.1 of the Code of Civil Procedure do not apply to actions under this title.
- (e) Existing statutory and decisional law regarding tolling of the statute of limitations shall apply to the time periods for filing an action or making a claim under this title, except that repairs made pursuant to Chapter 4 (commencing with Section 910), with the exception of the tolling provision contained in Section 927, do not extend the period for filing an action, or restart the time limitations contained in subdivision (a) or (b) of Section 7091 of the Business and Professions Code. If a builder arranges for a contractor to perform a repair pursuant to Chapter 4 (commencing with Section 910), as to the builder the time period for calculating the statute of limitation in subdivision (a) or (b) of Section 7091 of the Business and Professions Code shall pertain to the substantial completion of the original construction and not to the date of repairs under this title. The time limitations established by this title do not apply to any action by a claimant for a contract or express contractual provision.

Causes of action and damages to which this chapter does not apply are not limited by this section.

942. In order to make a claim for violation of the standards set forth in Chapter 2 (commencing with Section 896), a homeowner need only demonstrate, in accordance with the applicable evidentiary standard, that the home does not meet the applicable standard, subject to the affirmative defenses set forth in Section 945.5. No further showing of causation or damages is required to meet the burden of proof regarding a violation of a standard set forth in Chapter 2 (commencing with Section 896), provided that the violation arises out of, pertains to, or is related to, the original construction.
943. (a) Except as provided in this title, no other cause of action for a claim covered by this title or for damages recoverable under Section 944 is allowed. In addition to the rights under this title, this title does not apply to any action by a claimant to enforce a contract or express contractual provision, or any action for fraud, personal injury, or violation of a statute. Damages awarded for the items set forth in Section 944 in such other cause of action shall be reduced by the amounts recovered pursuant to Section 944 for violation of the standards set forth in this title.
- (b) As to any claims involving a detached single-family home, the homeowner's right to the reasonable value of repairing any nonconformity is limited to the repair costs, or the diminution in current value of the home caused by the nonconformity, whichever is less, subject to the personal use exception as developed under common law.
944. **If a claim for damages is made under this title, the homeowner is only entitled to damages for the reasonable value of repairing any violation of the standards set forth in this title, the reasonable cost of repairing any damages caused by the repair efforts, the reasonable cost of repairing and rectifying any damages resulting from the failure of the home to meet the standards, the reasonable cost of removing and replacing any improper repair by the builder, reasonable relocation and storage expenses, lost business income if the home was used as a principal place of a business licensed to be operated from the home, reasonable investigative costs for each established violation, and all other costs or fees recoverable by contract or statute.**
945. The provisions, standards, rights, and obligations set forth in this title are binding upon all original purchasers and their successors-in-interest. For purposes of this title, associations and others having the rights set forth in Section 383 of the

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Code of Civil Procedure shall be considered to be original purchasers and shall have standing to enforce the provisions, standards, rights, and obligations set forth in this title.

945.5 A builder, general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, under the principles of comparative fault pertaining to affirmative defenses, may be excused, in whole or in part, from any obligation, damage, loss, or liability if the builder, general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, can demonstrate any of the following affirmative defenses in response to a claimed violation:

- (a) To the extent it is caused by an unforeseen act of nature which caused the structure not to meet the standard. For purposes of this section an "unforeseen act of nature" means a weather condition, earthquake, or manmade event such as war, terrorism, or vandalism, in excess of the design criteria expressed by the applicable building codes, regulations, and ordinances in effect at the time of original construction.
- (b) To the extent it is caused by a homeowner's unreasonable failure to minimize or prevent those damages in a timely manner, including the failure of the homeowner to allow reasonable and timely access for inspections and repairs under this title. This includes the failure to give timely notice to the builder after discovery of a violation, but does not include damages due to the untimely or inadequate response of a builder to the homeowner's claim.
- (c) To the extent it is caused by the homeowner or his or her agent, employee, general contractor, subcontractor, independent contractor, or consultant by virtue of their failure to follow the builder's or manufacturer's recommendations, or commonly accepted homeowner maintenance obligations. In order to rely upon this defense as it relates to a builder's recommended maintenance schedule, the builder shall show that the homeowner had written notice of these schedules and recommendations and that the recommendations and schedules were reasonable at the time they were issued.
- (d) To the extent it is caused by the homeowner or his or her agent's or an independent third party's alterations, ordinary wear and tear, misuse, abuse, or neglect, or by the structure's use for something other than its intended purpose.
- (e) To the extent that the time period for filing actions bars the claimed violation.
- (f) As to a particular violation for which the builder has obtained a valid release.
- (g) To the extent that the builder's repair was successful in correcting the particular violation of the applicable standard.
- (h) As to any causes of action to which this statute does not apply, all applicable affirmative defenses are preserved.

**BY INITIALING BELOW BUYER ACKNOWLEDGES THAT THIS COPY OF THE CONSTRUCTION CLAIMS STATUTE WAS PROVIDED WITH AND MADE A PART OF THE JOINT PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.**

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**CONDITIONAL PUBLIC REPORT ADDENDUM TO JOINT PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

THIS CONDITIONAL PUBLIC REPORT ADDENDUM TO THAT 'JOINT PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS' CONSTITUTES A PART OF THE FOREGOING CONTRACT BETWEEN SELLER AND BUYER IN COMPLIANCE WITH SECTION 11018.12(e) (3) OF THE BUSINESS & PROFESSIONS CODE. THIS ESCROW IS BEING OPENED UNDER THE AUTHORITY OF A CONDITIONAL PUBLIC REPORT.

ESCROW SHALL NOT CLOSE, FUNDS SHALL NOT BE RELEASED FROM ESCROW, AND TITLE SHALL NOT BE CONVEYED TO BUYER UNTIL A CURRENT FINAL PUBLIC REPORT FOR THIS TRACT (OR FOR THIS PARTICULAR PHASE LOCATED WITHIN THE ABOVE REFERENCED TRACT) IS FURNISHED TO BUYER. THE ENTIRE SUM OF MONEY PAID OR ADVANCED BY BUYER SHALL BE RETURNED IF THE FINAL PUBLIC REPORT HAS NOT BEEN ISSUED WITHIN SIX (6) MONTHS OF THE DATE OF ISSUANCE OF THE CONDITIONAL PUBLIC REPORT OR IF THE BUYER IS DISSATISFIED WITH THE CONTENTS OF THE FINAL PUBLIC REPORT.

Simultaneously with your receipt of this notice, you shall be given a copy of the Conditional Public Report for the within referenced project. Section 11018.12 (f) of the Business and Professions Code requires the Subdivider to provide you with the following:

1. Before the issuance of a Final Public Report for this project, the Subdivider must provide the following to the California Bureau of Real Estate.

A recorded final subdivision map for the within referenced Tract.

- 1.2 Condo Plan, if any.
  - 1.3 Recorded declaration of covenants, conditions and restrictions for this project.
  - 1.4 The Articles of Incorporation of the Homeowners Association shall be filed with the Secretary of State.
  - 1.5 A current preliminary title report for the within referenced tract from the Title Insurance as previously referenced herein, which will be issued after the filing of the final subdivision map and the recordation of the declaration covering all the subdivision interests previously described herein.
  - 1.6 The recorded subordination of existing liens to the declaration of covenants, conditions and restrictions for this project or escrow instructions to effect recordation prior to the first sale of a unit.
  - 1.7 The subdivider has provided a financial guarantee in favor of the homeowners association pursuant to Regulation 2792.9.
2. The information, which is required for the public report, was not available as of the date when the conditional report for this project was issued. The reasons why that information was not available are as follow:
    - 2.1 A final subdivision map for this Tract has not been recorded because the City may have not yet approved the issuance of the final map.
    - 2.2 A current preliminary title report from the Title Insurance Company previously referenced herein issued after the filing of the final subdivision map and the recordation of the declaration covering the within referenced Tract, had not been obtained because said map and the declaration had not been approved by the California Bureau of Real Estate.
    - 2.3 A recorded subordination of existing liens to the declaration of covenants, conditions and restrictions for the within referenced Tract or Escrow Instructions to effect the recordation prior to the first sale of a unit in this project had not been obtained because of the declaration of covenants, conditions, and restrictions has not yet been recorded.
  3. No person acting as principal or agent for the owner of this project shall sell or lease or offer for sale or lease a unit in this project as provided for in Paragraph 4 herein.

Escrow Instructions Continued On Page Number 43

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

4. The subdivider may sell or lease, or offer for sale or lease, units in this project pursuant to a conditions public report if, as a condition of the sale or lease or the offer for sale or lease, delivery of legal title to or other interest contracted for will not take place until the issuance of a public report and provided that the following requirements are met:
  - 4.1 Evidence shall be supplied that all purchase money will be deposited in compliance with the subdivision (a) of Section 11013.2 or subdivision of Section 11013.4 of the California Business and Professions Code; and in the case of a subdivision referred to in subsection (a) of Section 11018.12 of the California Business and Professions Code, evidence shall be given of compliance with Paragraphs (1) and (2) of subdivision (a) of Section 11018.5 of the California Business and Professions Code.
  - 4.2 A description of the nature of this transaction shall be supplied.
  - 4.3 Provision shall be made for the return of the entire sum of money paid or advance by the purchaser of a subdivision public report for this project has not been issued within SIX (6) months of the date of issuance of the conditional public report or the purchaser is dissatisfied with the public report because of a material change pursuant to Section 11012 of the California Business and Professions Code.
5. In the event that Buyer executes this Addendum, Buyer and Seller acknowledge that Buyer has not received the following Subdivision Documents (if applicable): Final Subdivision Report, Preliminary Title Report, Current Budget, Association Bylaws, Condominium Plan, and Tract Map. Filed Articles of Incorporation, Property Disclosure Report and Covenants, Conditions and Restrictions as previously provided for in the within referenced Joint Purchase Agreement and Escrow Instructions. Buyer shall have THREE (3) Calendar Days after receipt of same to disapprove any of these documents.

**SELLER:**

**BUYER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller's Initials(\_\_\_\_\_)

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

Habitat for Humanity of Ventura County, Inc.  
1850 Eastman Ave.  
Oxnard, CA 93030

---

(Space Above For Recorder's Use)

**DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions on Resale is dated for reference purposes as of March 4, 2022.

RECITALS

A. Habitat for Humanity of Ventura County, Inc. ("Habitat") is the owner of the Site.

B. Habitat is the Ventura County affiliate of Habitat for Humanity International, an ecumenical Christian housing ministry whose objective is to eliminate poverty housing from the world and to make decent shelter a matter of conscience. Funding comes from individuals, churches, corporations, foundations, and other organizations which are moved by concern and compassion to help those in need.

C. Habitat provides housing to chosen families on a nonprofit basis.

D. The supply of housing to be made available by Habitat is very limited and therefore only a very few families can be selected to acquire Habitat housing. A family selection committee chooses future buyers based on housing need, ability to pay and willingness to partner. The family selection process is nondiscriminatory; neither race, color, national origin, religion, sex, familial status, or disability are a factor in choosing the families to receive Habitat houses.

E. Habitat has entered into a disposition and development agreement with the municipality in which the property lies to construct a residence for a qualified household.

NOW THEREFORE, Habitat covenants and declares that the Site and each residence within the Site shall be held and conveyed subject to the covenants and restrictions of this Declaration as described below.

1. Definitions. The capitalized terms used in this Declaration shall have the following meanings:

1.1 “Affordable Monthly Payment” means the accepted monthly payment of the Applicant or Transferee.

1.2 “Affordable Transfer Price” means a Transfer price established by the formula described in Section 10 below.

1.3 “Declaration” means this Declaration of Covenants and Restrictions, as it may be amended or restated from time to time.

1.4 “Deed Restrictions” means the restrictions appearing in the grant deed conveying title from Habitat to the Owner.

1.5 Disposition & Development Agreement (DDA) is an agreement entered into between Habitat and the agency authorizing construction of a residence project on the site.

1.6 “Foreclosure-Related Transfer” means the acquisition of any real property interest in a Residence by private or judicial foreclosure, or by a deed in lieu of foreclosure.

1.7 “Habitat” means Habitat for Humanity of Ventura County, Inc., a California nonprofit corporation.

1.8 “Owner” means each person acquiring an ownership interest in any Residence in the Project including the initial owner, subsequent owners, and Transferees.

1.9 “Project” means the residential project constructed by Habitat on the Site.

1.10 “Property” means a residential lot or condominium located on the Site, except any common area which will be owned in fee simple by an owners’ association.

1.11 “Purchase Price” means the price the applicant family paid Habitat for the residence.

1.12 “Qualified Household” means a person or a household which Habitat determines is qualified to participate in the ownership of a Residence in the Project both (a) economically as described in Section 6.1 below, and (b) non-economically as described in Section 6.2 below.

1.13 “Qualified Transfer” is either a voluntary Transfer satisfying the requirements of Section 7.1 or a Foreclosure-Related Transfer satisfying the requirements of Section 7.2.

1.14 “Qualifying Improvements” means any capital improvement, as opposed to repairs and maintenance, installed by the Owner which satisfies all the criteria set forth in Section 10.3 of this Declaration.

1.15 “Residence” means a building or portion thereof located on the Property designed and intended for use and occupancy as a residence by a single Qualified Household.

1.16 “Right of First Refusal” means Habitat’s right of first refusal to purchase any Residence in the Project upon any proposed Transfer of such Residence as established in this Declaration.

1.17 “Site” means that certain real property described in Exhibit A attached hereto.

1.18 “Transfer” means any sale, transfer or assignment of a Residence or part thereof or any creation of a lien or encumbrance on the Residence or part thereof, including, but not limited to, any sale, lease or temporary rental of the Residence or any part thereof for any period of time, execution of a real estate installment contract regarding the Residence, grant of any real property interest in a Residence or part thereof, either voluntarily or involuntarily, the recordation of a deed of trust or mortgage which creates a lien on the Residence, or a transfer of the Residence or part thereof upon the death of an Owner.

1.19 “Transferee” means any person acquiring or occupying a Residence pursuant to a Transfer.

1.20 “Transfer Notice” means the written notice satisfying the requirements of Sections 7.1.1 and 7.1.2 which an Owner is required to give to Habitat before entering into any binding agreements associated with a proposed Transfer.

2. Incorporation of Recitals. Each Owner acknowledges that the Recitals are true and correct and that Owner and Habitat are bargaining in reliance upon the truth and accuracy of the Recitals. The contents of the Recitals are incorporated into this Declaration by this reference as representations, warranties, and agreements by and between the Owner and Habitat.

3. Run with the Land. The covenants and restrictions established by this Declaration shall run with the land and shall be binding upon Habitat, all Owners and all their successors and assigns. The covenants and restrictions established by this Declaration may be enforced by Habitat, any Owner or their successors or assigns.

4. Voluntary Submission to Extraordinary Provisions. Each Owner acknowledges that Owner was selected by Habitat for the purchase of a Residence and that (a) Owner had no right to require Habitat to select Owner, and (b) without the assistance of Habitat, the Owner would never have acquired the Residence. Owner agrees that all the covenants and restrictions created by this Declaration are (a) required to preserve a stock of housing for Qualified Households, (b) reasonable considering their purposes, and (c) approved in every respect by each Owner. Each Owner acknowledges that selection by Habitat has given the Owner decent and affordable shelter, which is the sole benefit the Owner is bargaining for and which the Owner has obtained. Each Owner acknowledges that selection by Habitat is not intended to give to the Owner a business opportunity or right, expectation or entitlement to any profits from any sale of the Residence. Therefore, each Owner agrees not to challenge the covenants and restrictions contained in this Declaration or any right of Habitat created under this Declaration and acknowledges that the covenants and restrictions contained in this Declaration are not an unreasonable restraint on any right to Transfer the interest of the Owner in the Residence.

By acceptance of title to a Residence, Owner on behalf of himself/herself and his/her representatives, agents, assigns and successors expressly waives, discharges and releases Habitat and any and all of its agents, servants, representatives, employees, directors, attorneys, assigns and any and all persons acting of, by, through, under or in concert with any of them, jointly and severally, from any and all claims, demands, controversies, obligations, actions, causes of action, liabilities, costs, expenses, attorneys' fees and damages of whatsoever character, nature and kind, in law or equity, past, present, future, known or unknown, suspected or unsuspected, relating to or arising from the acquisition of the Residence by Owner or relating to or arising from the covenants made by Owner in this Declaration or the restrictions to which Owner or the Residence are subject to pursuant to this Declaration. Owner expressly waives all rights under Section 1542 of the California Civil Code, which states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

5. Occupancy and Ownership Restricted to Qualified Households. During the term of this Declaration, the goal is for all Owners and occupants of the Residences in the Project to be persons who qualify as Qualified Households as of the commencement of their ownership or occupancy of the Residence. The failure of an Owner or occupant to continue to be a Qualified Household after the commencement of his ownership or occupancy shall not of itself invalidate such person's rights of ownership or occupancy so long as such person is otherwise in compliance with the provisions of this Declaration, the Deed Restrictions and, any and all loans secured by the Property. The sole purpose of Habitat in constructing the Project is to provide an inventory of affordable housing which is available to Qualified Households.

6. Qualified Household.

6.1 Economic Qualifications. In order for a person or household to qualify economically as a Qualified Household, that person or household shall not have earned more than eighty percent (80%) of the current median income in Ventura County, California, as defined by the United States Department of Housing and Urban Development during the two (2) preceding full calendar years and shall not earn, based upon a reasonable estimate, more than eighty percent (80%) of the current median income in Ventura County, California during the current calendar year. Further, no person or household shall be a Qualified Household if such person or household owns any improved real property at the time of taking title or possession of a Residence. (Note: Habitat for Humanity of Ventura County, Inc. generally serves those earning no more than eighty percent (80%) of the current median income in Ventura County, California.)

6.2 Non-Economic Qualifications. For a person or household to qualify non-economically as a Qualified Household, that person or household shall be evaluated by Habitat with respect to non-economic criteria, other than race, creed, religion, or other legally impermissible criteria, which criteria and satisfaction thereof shall be determined by Habitat in its good faith sole discretion. Such criteria may include, but need not be limited to, approval of and willingness to

support Habitat's purposes and activities and willingness to contribute labor to the construction of Residences and Habitat activities as so-called "sweat equity." Additionally, as part of the non-economical criteria, each prospective Owner, including prospective Transferees, must represent and warrant that he/she intends to occupy the Residence as the Owner's sole residence for the foreseeable future.

6.3 Independent Determination. Habitat shall have the right to determine in its sole discretion whether any person or household is a Qualified Household. Determination by Habitat that a person or household is a Qualified Household does not give such person or household any right, entitlement or priority to be selected by Habitat to purchase or lease a Residence, e.g., Habitat may have more Qualified Households than available Residences.

6.4 Affordable Monthly Payment. In no event shall the Affordable Monthly Payment exceed an amount that would result in a monthly housing payment (including principal, interest, taxes, insurance, homeowner's association dues and utilities) for the Transferee more than thirty percent (30%) of the Transferee's then monthly gross income.

7. Qualified Transfer/All Other Transfers Void. During the term of this Declaration, every Transfer of a Residence other than a Transfer to Habitat must be a Qualified Transfer as defined in this section. Any Transfer other than a Transfer to Habitat or a Qualified Transfer shall be void unless Habitat expressly consents to such Transfer in writing, which consent may be withheld in Habitat's sole discretion. A Qualified Transfer is either a Voluntary Transfer satisfying the requirements of Section 7.1 or a Foreclosure-Related Transfer satisfying the requirements of Section 7.2.

#### 7.1 Voluntary Transfers.

7.1.1 Transfer Notice. Prior to entering into any binding agreements associated with any proposed Transfer, the Owner shall deliver to Habitat a Transfer Notice which sets forth (a) the price and terms of the proposed Transfer, (b) the address of the residence, which is the subject of the proposed Transfer, and (c) adequate information about the proposed Transferee to allow Habitat to determine if the proposed Transferee is a Qualified Household. The Transfer Notice shall not be deemed to be complete until all the required information has been provided. The Transfer Notice must be delivered either by certified U.S. mail, return receipt requested, or by a nationally recognized overnight delivery service such as Federal Express, or personally hand-delivered, to Habitat at 1850 Eastman Avenue, Oxnard, California 93030. Habitat may, by recording a notice in the Official Records of the county in which the Site is located, give public notice of a new address to which a Transfer Notice must be sent. Owner is responsible for checking such Official Records to determine if Habitat has provided for a new address for delivery of a Transfer Notice and is further responsible for actual delivery, and obtaining proof of actual delivery, of the Transfer Notice to Habitat.

7.1.2 Qualified Household. The Transferee must be a Qualified Household. The Owner shall be responsible for providing to Habitat such economic and non-economic information as Habitat may require evaluating the proposed Transferee to determine if, in the sole and absolute discretion of Habitat, the proposed Transferee is a Qualified Household. Owner and Habitat acknowledge that the Owner may not have identified a proposed Transferee at the time the

Owner delivers a Transfer Notice to Habitat. Therefore, Habitat shall not be deemed to have received a complete Transfer Notice until the identity of the proposed Transferee has been made known to Habitat and Habitat otherwise has received sufficient information about the proposed Transferee to determine whether the proposed Transferee is a Qualified Transferee.

7.1.3 Carve Out for Existing Occupants. In the event of the death of the Owner, existing occupants of the Residence who are beneficiaries of the estate of Owner (aka “Resident Heirs”) shall be considered Qualified Household irrespective of the economic qualifications and shall have the right to assume ownership of the Residence if an appropriate loan can be obtained (i.e., assumption of existing loan or a new loan from a third party lender). Resident Heirs shall be subject to all terms and conditions of this Declaration the same as any other Transferee.

7.1.3 Affordable Transfer Price. The proposed Transfer price must be equal to or less than the Affordable Transfer Price, with Habitat solely responsible for determining whether the proposed Transfer price is equal to or less than the Affordable Transfer Price. Within fifteen (15) days of its receipt of a completed Transfer Notice satisfying all the requirements of Sections 7.1.1 and 7.1.2 above, Habitat shall notify the Owner in writing whether the proposed Transfer price satisfies this requirement. However, if the Owner is requesting an adjustment to the Affordable Transfer Price for Qualifying Improvements, Habitat shall notify the Owner in writing whether the proposed Transfer price satisfies this requirement no later than the later to expire of (a) fifteen (15) days of its receipt of a completed Transfer Notice satisfying all of the requirements of Sections 7.1.1 and 7.1.2 above, and (b) twenty (20) days from the date that the Residence is made available to Habitat for inspection and establishment of the value of any Qualifying Improvements, and Habitat receives all reasonably required substantiating documents establishing the value of the claimed Qualifying Improvements. If Habitat fails to approve or disapprove the proposed Transfer price or the proposed value of any Qualifying Improvements in writing by the applicable deadline, the proposed Transfer price or the proposed value of any Qualifying Improvements shall be deemed disapproved.

7.1.4 Limited Duration to Consummate Transfer. The Owner shall have a period of three (3) months from Habitat’s receipt of a completed Transfer Notice to consummate the Transfer of the Residence to the proposed Transferee for the proposed Transfer price and on the terms as stated in the Transfer Notice. If the voluntary Transfer described in the Transfer Notice has not been consummated within that period, the Owner shall not attempt any further efforts to Transfer the Residence until Owner again gives Habitat a Transfer Notice and again satisfies all the requirements of Section 7.1 for a voluntary Qualified Transfer.

7.1.5 Subject to Right of First Refusal. Notwithstanding any provision to the contrary in this Section 7.1, the right of the Owner to make a voluntary Transfer pursuant to this Section 7.1 is subject and subordinate to Habitat’s Right of First Refusal which provides Habitat with a priority option and right (but not obligation) to purchase the Residence which is the subject of the Transfer Notice. Habitat may exercise its Right of First Refusal by delivering to the Owner of the Residence subject to the proposed Transfer during the thirty (30) day period commencing upon Habitat’s receipt of a completed Transfer Notice written notice of Habitat’s intent to exercise its Right of First Refusal. Upon exercise of its Right of First Refusal, Habitat shall purchase the Residence from Owner by paying to Owner the Owner Equity Share in cash within ninety (90) days

of the exercise of the Right of First Refusal by Habitat if owner has vacated the residence. Concurrently with such payment, Owner shall deliver to Habitat a duly executed and notarized deed in recordable form transferring the Residence to Habitat and shall deliver to Habitat any other reasonably requested documentation appropriate to consummate or evidence such transfer and sale of the Residence and take any reasonably requested action to consummate or evidence such transfer and sale of the Residence. If Habitat elects not to exercise the Right of First Refusal with respect to the Residence, Habitat, upon the request of Owner, shall record within the thirty (30) day period, a notice of waiver in the Official Records of the county in which the Site is located, stating that it has waived its Right of First Refusal. Such waiver shall be limited to the proposed Transfer of the specified Residence upon the terms set forth in the Transfer Notice. Such waiver shall not constitute a waiver for any other future proposed Transfers or for any other future Transfer Notice. Habitat has the right at its option to exercise its rights under the Right of First Refusal even though the Transfer proposed and described in the Transfer Notice is to a Qualified Household and the proposed Transfer is a Qualified Transfer.

Habitat also shall have the aforementioned Right of First Refusal upon Transfers arising from the death of an Owner or an Owner's desire to lease or rent the Residence and if Habitat's Right of First Refusal arises from such events, Habitat's purchase price of the Residence under the Right of First Refusal shall be equal to (i) the existing loan secured by a Deed of Trust against the Property, plus (ii) the value of any Qualifying Improvements as determined pursuant to Section 11.3, less (iii) any costs incurred by Habitat in renovating the Residence for transfer to another Qualified Household, and less (iv) any title transfer costs incurred by Habitat.

Habitat may, at any time, elect to purchase a Residence upon the request of the Owner. If Habitat purchases a Residence from an Owner, the Affordable Transfer Price shall be the same as if Habitat exercised its Right of First Refusal.

## 7.2 Foreclosure-Related Transfers.

7.2.1 Generally. Within thirty (30) days after receiving a notice of a pending Foreclosure-Related Transfer or the issuing of a notice of default under the Deeds of Trust, Habitat may exercise its Right of First Refusal to purchase the subject Residence. If Habitat does not exercise the Right of First Refusal and either a private or judicial foreclosure sale is conducted, no person shall be allowed to bid or acquire the Residence through a Foreclosure-Related Transfer unless Habitat has first determined, in its sole discretion, that such person is a Qualified Household pursuant to Habitat's procedures in effect at that time. Habitat may exercise its Right of First Refusal by delivering to the Owner or Owner's representative during the thirty (30) day period written notice of Habitat's intent to exercise its Right of First Refusal. Upon exercise of its Right of First Refusal, Habitat shall purchase the Residence from Owner by paying to the holder of the loan being foreclosed the then outstanding balance of the loan within sixty (60) days of Habitat's exercise of its Right of First Refusal. If Habitat elects not to exercise the Right of First Refusal with respect to the Residence, Habitat, upon the request of Owner, shall record a notice of waiver in the Official Records of the county in which the Site is located, stating that it has waived its Right of First Refusal for the pending Foreclosure-Related Transfer. Habitat has the right at its option to exercise its rights under the Right of First Refusal even though a proposed transferee of the Residence is a Qualified Household. Owner shall be responsible for providing written notice to Habitat of a pending Foreclosure-Related Transfer within five (5) days of Owner's knowledge of

such pending Foreclosure-Related Transfer or the likelihood of a Foreclosure-Related Transfer.

7.2.2 Qualified Households Only May Bid. The notice of default and the notice of sale in a private foreclosure sale shall give notice of this Declaration and its restrictions, including the requirement that all bidders at a private foreclosure sale be Qualified Households. Any judicial order for foreclosure shall also give public notice that all bidders at the judicial foreclosure sale must be Qualified Households. The telephone number and address of Habitat shall be contained in the notice of default and notice of sale of a private foreclosure, and in the judicial order for foreclosure of a judicial foreclosure. Habitat shall determine whether such prospective bidders are Qualified Households, and such persons shall be required to apply to Habitat for such determination pursuant to Habitat's procedures in effect at that time.

7.2.3 Acquisition After Foreclosure. If Habitat determines that a Residence has been acquired through a Foreclosure-Related Transfer by someone who is not a Qualified Household, Habitat shall have the independent right, but not the duty, to either exercise the Right of First Refusal or void the Transfer within thirty (30) days of such determination; provided, however, if Habitat exercises its Right of First Refusal subsequent to the consummation of the Foreclosure-Related Transfer pursuant to this Section 7.2.3, the payment to be made by Habitat to the transferee of the Residence shall be equal to the actual price paid by the transferee for the Residence (with the Residence deemed to have been sold at the Affordable Transfer Price). No Transferee of a Foreclosure-Related Transfer may refuse to comply with Habitat's exercise of the Right of First Refusal.

7.2.4 Lack of Timely Notice. If Habitat fails to exercise the Right of First Refusal prior to the Foreclosure-Related Transfer because Habitat did not become aware of the Foreclosure-Related Transfer in time to exercise the Right of First Refusal prior to the consummation of the Foreclosure-Related Transfer, Habitat shall have the option to exercise the Right of First Refusal within thirty (30) days of its actual knowledge of the Foreclosure-Related Transfer; provided, however, if Habitat exercises its Right of First Refusal subsequent to the consummation of the Foreclosure-Related Transfer pursuant to this Section 7.2.4, the payment to be made by Habitat to the transferee of the Residence shall be equal to the actual price paid by the transferee for the Residence (with the Residence deemed to have been sold at the Affordable Transfer Price). No Transferee of a Foreclosure-Related Transfer may refuse to comply with Habitat's exercise of the Right of First Refusal.

8. No Further Encumbrances. Without the prior written consent of Habitat, which consent may be withheld in the sole discretion of Habitat, no Owner may encumber the Residence with deeds of trust or other security devices or instruments other than the purchase money deed or deeds of trust entered by Owner concurrently with and in connection with the purchase of the Residence by Owner. Any encumbering of the Residence other than as permitted by the prior sentence is prohibited and shall constitute a default under this Declaration and the Deed Restrictions. Each Owner acknowledges that Habitat has a substantial interest in promoting stability of ownership in the Project and that the restriction on further encumbrances is calculated to discourage any Owner from incurring excessive debt secured by the Residence and thus prevent potential foreclosures. ""

9. Resales by Habitat. If Habitat exercises the Right of First Refusal, Habitat shall again sell the Residence to a Qualified Household selected by Habitat. The Transfer price established by

Habitat for such subsequent Transfer may, but need not be, the Affordable Transfer Price.

10. Affordable Transfer Price.

10.1 Limitation on Transfer Price. No Owner, including Transferees, of a Residence, other than Habitat, shall Transfer a Residence at a price higher than the Affordable Transfer Price during the term of this Declaration. After the term of this Declaration, the Owner of a Residence may Transfer the Residence at any price acceptable to the Owner.

10.2 Formula. The Affordable Transfer Price (ATP) is as follows:

ATP = Fair Market Value (FMV) of the Residence at the time of the proposed transfer as determined by independent appraisal (to be paid for by the Owner and considering the restriction on sale to Qualified Households only) + the value of Qualifying Improvements.

10.3 Qualifying Improvements. A Qualifying Improvement is any improvement, as opposed to repairs and maintenance, installed by the Owner which satisfies all of the following criteria: (a) the internal Revenue Code of 1986, as amended, would treat the improvement as a capital expenditure; (b) the cost of the improvement exceeds one percent (1%) of the Purchase Price; and (c) the improvement has a remaining expected useful life of at least five (5) years beyond the consummation of the pending proposed Transfer. For purposes of calculating the ATP in Section 10.2 above, the value of the Qualifying Improvements in the aggregate may not exceed ten percent (10%) of the Purchase Price unless Habitat expressly approves a greater percentage. The value of each Qualifying Improvement shall be a sum equal to the original cost of materials and labor actually incurred for the improvement, multiplied by a fraction which numerator is the remaining useful life of the improvement as of the date of delivery of the fully completed Transfer Notice to Habitat or the date on which Habitat initially is made aware of a pending proposed Transfer in the absence of a requirement for the delivery of Transfer Notice and which denominator is the expected useful life of the improvement as of the date of its completion. It shall be the obligation of the Owner to establish by sufficient evidence whether any improvement is a Qualifying Improvement and the value of the improvement thereof, and in this regard, the Owner shall present to Habitat substantiating documentation showing the original cost of materials and the original cost of labor for an improvement, and the date of the improvement's installation in the Residence or completion. Subject to the provisions of this Section 10.3, Habitat shall have the right to determine the value of any Qualifying Improvement in its sole and absolute discretion. Further, in establishing the value of a Qualifying Improvement, Habitat shall have the right to consider any damage to capital improvements in the Residence and may offset the ATP by the reasonable cost to repair such damage.

11. Term of Declaration. This Declaration and the covenants and restrictions contained in this Declaration shall be effective from the date of recordation of this Declaration and for period specified on Page 13, at which time this Declaration and the covenants and restrictions contained in this Declaration shall automatically become ineffective without the requirement for further action by any person.

## 12. Obligation to Maintain and Repair.

12.1 Exterior Maintenance. Owner shall, at Owner's sole cost and expense, maintain and repair the Property and the Residence and all other improvements on the Property, keeping them in good condition and making all repairs as may be required by this Declaration and the Municipal Code of the city in which the Residence is located (the "Code"). All exterior surfaces of any structures located on the Property shall be maintained in a clean and presentable manner. There shall be no broken windows, no chipped, cracked or peeling paint and no damaged or discolored stucco on any of the structures located on the Property. The Owner shall be responsible for maintaining the Residence or any other buildings or structures on the Property so that the Residence and such other buildings are in full compliance with applicable state, county and municipal laws, statutes, codes, and ordinances; do not constitute a private or public nuisance; and do not constitute a hazard or invite trespassers or malicious mischief. The Owner shall be responsible for maintaining the exteriors of the Residence and any other buildings on the Property so that the Residence and the other buildings do not have an unsightly appearance that detracts from the aesthetics or property value of the Property.

12.2 Graffiti Removal. Owner must remove all graffiti and other defacement of any type, including marks, words, and pictures, from the Property and perform any necessary painting or repair within one (1) week of the appearance of such graffiti or other defacement.

12.3 Landscaping and Yards. Owner shall maintain all landscaping on the Property in a manner consistent with the Code and any rules, regulations and standards adopted pursuant to the Code. In addition, Owner is responsible for ensuring that the yard areas on the Property shall not contain any of the following: (a) grass in excess of six (6) inches in height, (b) plant life which is dying from lack of water or other maintenance, (c) vegetation growing uncontrolled without proper pruning, (d) vegetation so overgrown as to be likely to harbor rats or vermin, (e) dead, decayed or diseased vegetation, and (f) inoperative irrigation system(s). Owner will not permit any of the following items in any of the areas on the Property outside of the Residence: broken and discarded furniture, appliances and other household equipment left out for more than forty-eight (48) hours awaiting removal, packing boxes, lumber, trash, dirt and other debris left out for more than forty-eight (48) hours awaiting removal, unscreened trash cans, bins or containers left out for more than twenty-four (24) hours before or after the scheduled time for trash pickup in areas visible from public property or neighboring properties, and vehicles parked or stored anywhere except in designated parking areas.

12.4 Remedies. If the Property is not maintained as described in Sections 12.1, 12.2 and 12.3 above, Habitat or the city in which the Residence is located (the "City") may demand of the Owner (and any other person occupying the Property) that the failure to comply be corrected. This demand must be in writing, must identify the conditions to be corrected and must give Owner at least forty-eight (48) hours to correct the identified conditions. If any so identified condition is not corrected within the time specified in the notice from Habitat or the City, then either Habitat or the City may (but shall not be obligated to) perform the necessary maintenance or repairs, with the right to obtain reimbursement of the costs of performing such maintenance or repairs from the Owner. Habitat or the City also may seek whatever remedies are permitted by law.

12.5 Inspection Rights. The Owner acknowledges and agrees that Habitat and its employees and agents shall have the right to enter upon the Property during normal business hours to ensure compliance with this Declaration and all applicable federal, state, and local laws and regulations. Habitat agrees to notify Owner not less than forty-eight (48) hours prior to Habitat's proposed time of inspection of the Property and agrees to attempt to obtain the Owner's consent to such inspection. Upon receipt of such notice, Owner agrees to cooperate with Habitat in making the Property available for inspection by Habitat. Owner acknowledges and agrees that if for any reason Owner fails to consent to such inspection, Habitat may obtain an administrative inspection warrant or take such other legal actions as may be necessary to gain entry to and inspect the Property.

### 13. Obligation to Rebuild.

13.1 Damage and Destruction Affecting Property – Duty to Rebuild. If all or any portion of the improvements on the Property, including, in particular, the Residence, is damaged or destroyed by fire or other casualty, Owner shall be obligated to restore the Property and the improvements to Code compliance condition and shall proceed with all due diligence to either (a) commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs, or (b) demolish the structure(s) located on the Property and vacate the Property within two (2) months, unless Owner is prevented from doing either by causes beyond the reasonable control of Owner. If Owner is prevented from so acting, Habitat or the City may, with ten (10) days, advance written notice, enter the Property and demolish the structures on the Property and Owner will be obligated to reimburse Habitat or the City for the cost of the demolition.

13.2 Variance in Exterior Appearance and Design. If all or any portion of the improvements on the Property, including the Residence, is damaged or destroyed by fire or other casualty, Owner may apply to the appropriate local governmental agency for approval to reconstruct, rebuild or repair the Property in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the fire or casualty.

14. Enforcement of Declaration. Habitat has the right, but not the duty, to enforce this Declaration. Habitat shall have no liability or obligation for not enforcing this Declaration. It is agreed that the rights granted to Habitat under this Declaration are of a special and unique kind and character and that, if there were a breach by any Owner of any material provision of this Declaration, Habitat would not have an adequate remedy at law. Each Owner agrees, therefore, that Habitat's rights under this Declaration may be enforced by an action for specific performance and such other equitable relief as is provided under the laws of the State of California. Further, each Owner specifically acknowledges that during the term of this Declaration, the ownership of a Residence is not an unrestricted right or entitlement

15. Cumulative Remedies. The remedies under this Declaration provided for breach of the covenants and restrictions contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

16. Enforcement by Successor to Habitat. If Habitat should cease to be an operating corporation, its successor or assignee shall have the right to enforce this Declaration and shall succeed to all the rights of Habitat under this Declaration. Habitat or its successor shall file a notice

in the Official Records of the county in which the Site is located, upon any assignment of its rights and duties under this Declaration to a successor organization. Such successor organization shall be a nonprofit entity qualifying under Section 501(c)(3) of the Internal Revenue Code (or any successor section to the Internal Revenue Code).

17. Deed Restrictions. The Deed Restrictions shall appear in each grant deed conveying title to the Property from Habitat to the Owner. Such Deed Restrictions shall refer to the provisions of this Declaration.

18. Amendment. Prior to the conveyance of a title to a Residence to any Owner, this Declaration may be amended by Habitat by the recordation of a supplemental declaration which refers to this Declaration and identifies itself as an amendment to this Declaration. Following the conveyance of title to a Residence to an Owner, this Declaration may be amended at any time and from time to time by an instrument in writing signed by at least fifty-one percent (51%) of the Owners of the Project and by Habitat, and by at least fifty-one percent (51%) of the beneficiaries of all the first deeds of trust based upon one (1) vote for each deed of trust encumbering Residences in the Project. Any such amendment shall become effective upon the recording thereof in the Office of the County Recorder of the county in which the Site is located.

19. Attorneys' Fees. In any action seeking enforcement or interpretation of any of the terms and provisions of this Declaration, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses which shall include, but not limited to, taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

20. Notices. Except as otherwise provided in this Declaration, notice to be given to an Owner must be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one or more co-Owners constitutes delivery to all Owners. Such notice may also be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to Habitat or, if no such address has been furnished, to the street address of such Owner's Residence. Such notice is deemed delivered three (3) business days after the date of such mailing. Such notice may also be delivered by a nationally recognized overnight delivery service such as Federal Express or UPS.

21. Constructive Notice and Acceptance. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any Residence or other portion of the Project consents and agrees to every limit, restriction, easement, reservation, condition, and covenant contained in this Declaration, whether any reference to these restrictions is in the instrument by which such person acquired an interest in the Residence.

22. Counterparts. This Declaration may be executed in counterparts and all counterparts so executed will constitute a single agreement binding on all parties. It will not be necessary for each party to execute the same counterpart.

23. Severability. In case any one or more of the provisions of this Declaration or any application of the provisions is invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or the remaining applications will not in any way be affected or impaired.

24. Captions for Convenience. The captions and headings in this Declaration are for convenience only and will not be considered in interpreting any provision of this Declaration. Unless otherwise indicated, all article and section references are to the articles and sections of this Declaration and all references today are to calendar days. Whenever under the terms of this Agreement, the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance will be extended to the next business day.

25. Interpretation. No provision of this Declaration is to be interpreted for or against a party because that party or that party's legal representatives drafted the provisions.

26. Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine and neuter genders shall each be considered to include the others; (c) "shall," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; (f) "includes" and "including" are not limiting; (g) the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or;" (h) the words "hereof," "herein," "hereby," "whereunder," and similar terms in this Declaration refer to this Declaration as a whole and not to any particular provision of this Declaration; (i) article, section, subsection, clause, exhibit and schedule references are to this Declaration, unless otherwise specified; and (j) any reference to this Declaration includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

27. Effectiveness. This Declaration shall be effective as of the date of its recordation in the Official Records of the county in which the Site is located.

Term of this Declaration: 40 years from date of recordation.

HABITAT FOR HUMANITY OF VENTURA COUNTY, INC.  
a California corporation

By: \_\_\_\_\_  
Darcy Taylor  
Chief Operating Officer



EXHIBIT A  
LEGAL DESCRIPTION OF SITE

LOT 1, TRACT NO. 6036, IN THE CITY OF PORT HUENEME, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 169, PAGE 99 THROUGH 100 OF MAPS

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

RELAW, APC  
2535 Townsgate Road, Suite 207  
Westlake Village, CA 91361

---

Assessor's Parcel No.: 616-080-020 (pending new numbers based upon subdivision)

**Joint Maintenance Easement Deed**

The undersigned Grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX IS \$0.00 (COUNTY), \$0.00 (CITY),

- Computed on Full Value of the interest or property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area     City of Simi Valley.

This is a conveyance of an easement and the consideration and value is less than \$100.00, R & T 11911.

**Parties:** An appurtenant easement is hereby granted by and between the current and future owner(s) of **Parcel 1** as defined as that certain real property described in **Exhibit "A"** and the current and future owner(s) of **Parcel 2** as defined as that certain real property described in **Exhibit "B"**.

For valuable consideration, receipt of which is hereby acknowledged,

Habitat For Humanity of Ventura County

does hereby grant easement right to

Habitat For Humanity of Ventura County

**Easement Area:** The owner(s) of Parcel 1 and the owner(s) of Parcel 2 hereby grant mutual and exclusive easements (hereinafter "Easement") over and across that certain area defined as the attached roof which covers the homes of both Parcel 1 and Parcel 2 and interior common walls attached to and physically dividing Parcel 1 and Parcel 2 (hereinafter "Easement Area").

**Scope of Easement:** The Easement shall confer the rights of maintenance and repairs to be undertaken and performed which shall include the following, among other necessary repairs: (1) the right to replace, maintain and repair the roof, including but not limited to such roof tiles, sub-roof or any roofing material as shall be necessary from time to time, together with unrestricted access to the roof for inspecting roof and conducting these repairs; and (2) the right to replace, maintain and repair the interior common garage wall, and any components thereof, with unrestricted access for inspecting the interior common garage wall and conducting repairs.

**Term of Easement:** This Easement shall ensure for the benefit of the owner(s) of Parcel 1 and Parcel 2 for the duration of the existence of the existing attached physical structures. This Easement shall run with the

land and shall be for the benefits and use of the present owner, and his, her or their grantees, heirs, successors or assigns and shall be binding upon all future parties with interest in the parcel herein described.

**Costs Associated with Maintenance of Easement Area:** The owner(s) of Parcel 1 and the owner(s) of Parcel 2 hereby agree to share the costs and expenses of maintaining the Easement Area in good repair for as follows: (1) for maintenance and repairs done for the benefit of both Parcel 1 and Parcel 2, the owner(s) agree to share the costs equally; alternatively, (2) for maintenance and repairs done for the benefit of either Parcel 1 or Parcel 2, the parcel benefited shall bear the costs.

**Insurance:** The owner(s) of Parcel 1 and the owner(s) of Parcel 2 hereby agree maintain a homeowners' policy of insurance to ensure the portion of the Easement Area which they own from hazards covered by such a policy.

**Access Rights:** Absent an emergency situation where a delay could result in damage to Parcel 1, Parcel 2 and/or the Easement Area, the owner(s) agree to provide a minimum of twenty-four (24) hours written notice to the other owner(s) before accessing the Easement Area.

**GRANTOR:**

Habitat For Humanity of Ventura County

---

Darcy Taylor, Authorized Signer

**ACKNOWLEDGMENT**

A Notary Public or other official completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer), 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"**  
**Parcel 1**

[Enter Legal Description for Parcel 1 Here]

**EXHIBIT "B"**  
**Parcel 2**

[Enter Legal Description for Parcel 2 Here]

2	1		
3	4	5	6
10	9	8	7

PROPOSED LOT LINES

NTS

ROCKGATE PL.

OWNER

HABITAT FOR HUMANITY OF VENTURA COUNTY  
1850 EASTMAN AVENUE  
OXNARD, CA 93030  
805-485-6065

ARCHITECT

RRM DESIGN GROUP  
422 E MAIN ST.  
VENTURA, CA 93001  
PHONE: (805) 652-2115

CIVIL ENGINEER

WESTCON ENGINEERING, INC.  
5776 LINDERO CANYON RD, SUITE D-295  
WESTLAKE VILLAGE, CA 91362  
PHONE: (818) 226-0444

EARTHWORK QUANTITIES

	CUT C.Y.	FILL C.Y.
SITE PREPARATION	0	2,320
REMOVAL AND RECOMPACTION	4,884	5,372
TOTAL	4,884	7,692
IMPORT		2,808

\* GRADING CONTRACTOR TO BE RESPONSIBLE FOR DETERMINING HIS/HER OWN EARTHWORK QUANTITIES.

SYMBOL LEGEND

--- SETBACK REQUIREMENT  
- - - - - PROPOSED LOT LINE

PROJECT DATA

PROJECT ADDRESS: 3802 AVENIDA SIMI, SIMI VALLEY, CA 93063  
 APN: 616-008-0200 — 616-008-020  
 PARCEL SIZE: 0.885 ACRES ( 38,551 SF )  
 EXISTING ZONING: RESIDENTIAL MEDIUM DENSITY  
 EXISTING LAND USE: CIVIC CENTER  
 EXISTING USE: VACANT  
 PROPOSED LAND USE: MODERATE DENSITY RESIDENTIAL  
 PROPOSED USE: MODERATE DENSITY RESIDENTIAL  
 ALLOWED DENSITY: 13.2 DWELLING UNITS  
 PROPOSED DENSITY: 11.3 DU/AC; 10 DWELLING UNITS  
 LANDSCAPING REQUIRED:  
 FRONT YARD: MIN. 50% OF THE SQUARE FOOTAGE OF THE FRONT YARD AREA  
 PARKWAY: MUST BE LANDSCAPED ADJACENT THE RESIDENTIAL AREA  
 CONSTRUCTION TYPE: TYPE V-B (FIRE-SPRINKLERED)  
 MAX. ALLOWED HEIGHT: 30'-0" (2-STORY)  
 MAX. PROPOSED HEIGHT: 30'-0" (2-STORY)  
 BUILDING SETBACKS: REQUIRED PROPOSED  
 FRONT : 20'-0" 15'-0"  
 SIDE : 10'-0" 4'-0"  
 REAR : 20'-0" 15'-0"

LEGAL DESCRIPTION

THAT PORTION OF LOT 23, SUBDIVISION NO. 1, OF THE TAPO RANCH, IN THE CITY OF SIMI VALLEY, COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 8, PAGE 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO LEONARD E. MAYFIELD AND WIFE, RECORDED ON JUNE 21, 1963 IN BOOK 2342, PAGE 401 OF OFFICIAL RECORDS; THENCE ALONG THE 5TH COURSE DESCRIBED IN SAID DEED AND PROLONGATION THEREOF;

1ST: SOUTH 0'00"10"W 208.00 FEET; THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 23;

2ND: EASY 186.75 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO LYNN M. GILLER, RECORDED ON JUNE 5, 1958 IN BOOK 1623, PAGE 292 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE;

3RD: NORTH 0'00"10"E 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND OF GILLER, THENCE ALONG SAID NORTHERLY LINE;

4TH: WEST 186.75 FEET TO THE POINT OF THE BEGINNING.

EXCEPT ALL PIPE, PIPE LINES, CONDUITS, GATES, VALVES, AND ANY AND ALL OTHER PROPERTY BELONGING TO OR COMPROMISING THE IRRIGATING SYSTEM OF TAPO MUTUAL WATER COMPANY WHICH WAS, ON DECEMBER 31, 1918, SITUATE IN, THROUGH OR ANY PORTION THEREOF.

TOPOGRAPHY

THE TOPOGRAPHY ON THIS PLAN CREATED BY BENNER AND CARPENTER, INC., CIVIL ENGINEERS AND LAND SURVEYORS, DATE OF SURVEY 6/30/2022.

BENCHMARK

VENTURA COUNTY BENCHMARK 55-4 RM 1  
1013,822 FT. (NAVD 88)

AT THE NORTHWEST CORNER OF THE INTERSECTION OF ALAMO STREET AND TAPO CANYON CREEK, 42 FEET NORTHERLY FROM THE CENTER OF ALAMO STREET, 3 FEET SOUTHWESTERLY FROM A MAINTENANCE HOLE 0.5 FEET FROM A 9'X4' STORM DRAIN.

NOTES

THE BOUNDARY LINES SHOWN HEREON WERE DERIVED FROM AVAILABLE RECORD INFORMATION AND MINIMALLY CONSTRAINED TO FOUND SURVEY MONUMENTS. A FULL AND RESOLVED BOUNDARY SURVEY WAS NOT PERFORMED FOR THIS PROJECT.

TITLE REPORT

A PRELIMINARY TITLE REPORT PREPARED BY LAWYERS TITLE COMPANY ISSUED ON MARCH 14, 2022, ORDER NO. 422240139, NOEL PALACIO AS TITLE OFFICER.

EASEMENT LEGEND

BLANKET EASEMENT FOR INGRESS AND EGRESS PURPOSES, IN FAVOR OF J.H. WARRING PER 64 Dds 394.

BLANKET RIGHTS FOR IRRIGATION PURPOSES, AS RESERVED BY THE PATTERSON RANCH COMPANY PER 170 Dds 54.

FEMA FLOOD ZONE

FLOOD ZONE: X  
FEMA PANEL : 06111C0861E  
EFFECTIVE DATE: 01/20/2010

SIDEWALK NOTE

NEW SIDEWALK AND CURB & GUTTER TO BE CONSTRUCTED ON AVENIDA SIMI.

SEWER NOTE

ALL UNITS TO BE CONNECTED TO PUBLIC SEWER ON AVENIDA SIMI.

ACCESS NOTE

ALL DRIVEWAYS TO BE COMMON ACCESS EASEMENTS AND PUBLIC UTILITY EASEMENTS.

KEYNOTES

- 00.37 FIRE DEPARTMENT HAMMERHEAD TURNAROUND
- 00.44 CONCRETE PAVING, SEE CIVIL DRAWINGS FOR SLOPING & DRAINAGE, LANDSCAPE DRAWINGS
- 00.45 ASPHALT PAVING, SEE CIVIL DRAWINGS
- 00.64 6'-0" WOOD FENCE
- 00.72 TRASH BINS
- 00.76 OUTDOOR HVAC CONDENSER UNIT
- 02.01 (E) TREE TO REMAIN
- 02.02 (E) LANDSCAPE
- 02.03 (E) SIDE WALK

GROSS BUILDING AREAS

UNIT TYPE# 01:	TOTAL 2,210 SF
FIRST FLOOR:	1,285 SF
CONDITIONED	717 SF
GARAGE	468 SF
COVERED PATIO	100 SF
SECOND FLOOR:	925 SF
TOTAL	2,210 SF

UNIT TYPE# 02:	TOTAL 2,210 SF
FIRST FLOOR:	1,285 SF
CONDITIONED	717 SF
GARAGE	468 SF
COVERED PATIO	100 SF
SECOND FLOOR:	925 SF
TOTAL	2,210 SF

UNIT TYPE# 03:	TOTAL 2,210 SF
FIRST FLOOR:	1,285 SF
CONDITIONED	717 SF
GARAGE	468 SF
COVERED PATIO	100 SF
SECOND FLOOR:	925 SF
TOTAL	2,210 SF

PUBLIC UTILITIES

- ELECTRIC SOUTHERN CALIFORNIA EDISON CO.  
3589 FOOTHILL DRIVE  
THOUSAND OAKS, CA 911361  
(805)494-7085
- GAS SOUTHERN CALIFORNIA GAS CO.  
977 CHAMBERS LANE  
SIMI VALLEY, CA 93065  
(800)228-7377
- SEWAGE DISPOSAL CITY OF SIMI VALLEY  
600 WEST LOS ANGELES AVENUE  
SIMI VALLEY, CA 93065  
(805)583-6440
- TELEPHONE AT&T  
2250 WARD AVENUE  
SIMI VALLEY, CA 93065  
(805)422-4865
- WATER VENTURA COUNTY WATER DISTRICT NO. 8  
2929 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063  
(805)583-6700
- CABLE TV AT&T  
2250 WARD AVENUE  
SIMI VALLEY, CA 93065  
(805)422-4865

PARKING DATA

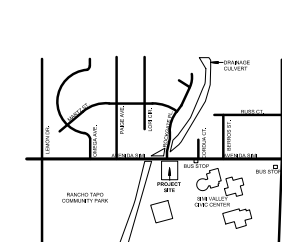
TOTAL PARKING REQUIRED: 2 PARKING SPACES PER EACH UNIT  
 PARKING SPACES SHALL BE LOCATED WITHIN AN ENCLOSED GARAGE. ALL PRIVATE DRIVEWAYS TO GARAGE SHALL BE CONCRETE, NOT ASPHALT.  
 TOTAL PARKING PROVIDED: TOTAL 20 (TWO-CAR GARAGE X 10 UNITS)

UNIT DATA

RESIDENTIAL BUILDING UNIT:	TOTAL 10 SINGLE FAMILY DWELLINGS
UNIT TYPE #01:	3 (2-STORY, 3 BEDROOMS, 2.5 BATHS)
UNIT TYPE #02:	5 (2-STORY, 3 BEDROOMS, 2.5 BATHS)
UNIT TYPE #03:	2 (2-STORY, 3 BEDROOMS, 2.5 BATHS)

\*SEE BUILDING AREAS FOR SQUARE FOOTAGE BREAKDOWN

VICINITY MAP



EXAMPLE ONLY



DIAL TOLL FREE  
1-800-422-4133  
AT LEAST TWO DAYS  
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE	REVISIONS



PLAN PREPARED UNDER THE DIRECTION OF:  
*Richard F. Prutz*  
RICHARD F. PRUTZ R.C.E. 19335

09/20/22  
DATE

PREPARED BY:



WESTCON ENGINEERING, INC.  
LAND PLANNING ENGINEERING LAND SURVEYING  
6355 TOPANCA CANYON BLVD., SUITE 345  
WOODLAND HILLS, CA 91367  
818-226-0444 VOICE 818-226-0448 FAX  
E-MAIL: info@westconeng.com

PREPARED FOR:

VENTURA COUNTY HABITAT FOR HUMANITY  
1850 EASTMAN AVENUE  
OXNARD, CA 93030

PROJECT:

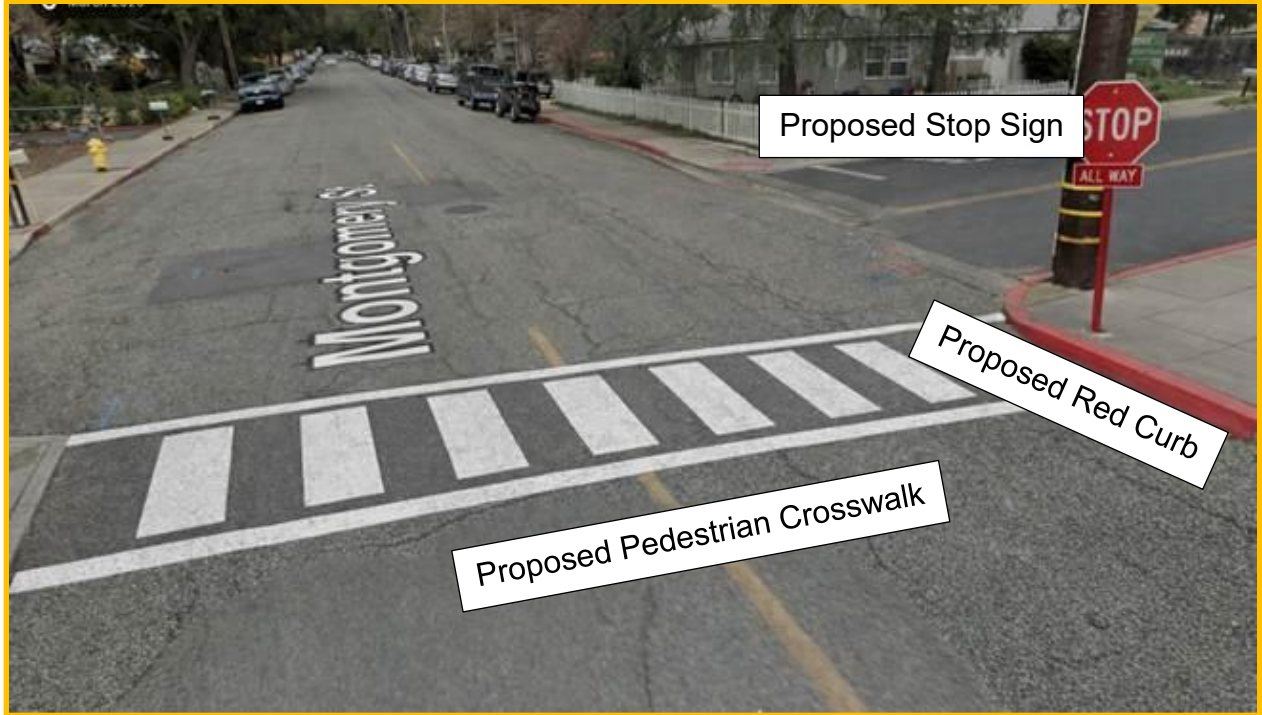
TENTATIVE TRACT MAP FOR SMALL LOT SUBDIVISION PURPOSES  
3802 AVENIDA SIMI,  
SIMI VALLEY, CA 93063

W.O. 22-22

SCALE: 1" = 20'

DATE: 05/10/2023

SHEET 1 of 2



Looking North on Montgomery Street



Looking South on Montgomery Street



# MONTGOMERY ST TINY HOMES

## HABITAT FOR HUMANITY OF VENTURA COUNTY

408 N. MONTGOMERY ST. OJAI, CA

### SHEET INDEX

ARCHITECTURAL	
A1	TITLE SHEET
A2	SITE PLAN
A3	UNIT 1 & 2 PLANS
A4	UNIT 3 & 4 PLANS
A5	UNIT 5 - FLOOR PLAN
A6	SITE ELEVATIONS
A7	SITE ELEVATIONS
A8	COLOR & MATERIAL BOARD
A9	SITE PHOTOS
A10	SITE CONTEXT
SURVEY	
1 OF 1	TOPOGRAPHIC SURVEY
CIVIL	
TTM	TENTATIVE TRACT MAP
C1	PRELIMINARY GRADING & DRAINAGE PLAN
C2	PRELIMINARY UTILITY PLAN
C3	EROSION AND SEDIMENT CONTROL PLAN
C4	GRADING DETAILS
LANDSCAPE	
L1.1	PRELIMINARY PLANTING PLAN
PHOTOMETRIC	
PM	SITE PHOTOMETRIC

### VICINITY MAP



### PROJECT DIRECTORY

<b>APPLICANT</b>	<b>HABITAT FOR HUMANITY OF VENTURA COUNTY</b> ADDRESS: 1850 EASTMAN AVENUE OXNARD, CA 93030 CONTACT: DARCY TAYLOR EMAIL: DARCYT@HABITATVENTURA.ORG P: 805-485-6065
<b>ARCHITECT</b>	<b>RRM DESIGN GROUP</b> ADDRESS: 422 E. MAIN STREET VENTURA, CA 93001 CONTACT: LORNE HENKEL EMAIL: LDHENKEL@RRMDESIGN.COM P: 805-730-0296
<b>LANDSCAPE ARCHITECT</b>	<b>BRODERSEN ASSOCIATES</b> ADDRESS: 422 E MAIN ST VENTURA, CA, 93001 CONTACT: BRIAN BRODERSEN EMAIL: BRODERSENASSOC@GMAIL.COM P: 805-320-4244
<b>PLANNING</b>	<b>RRM DESIGN GROUP</b> ADDRESS: 422 E MAIN ST VENTURA, CA, 93001 CONTACT: LINDA BLACKBERN EMAIL: LBLACKBERN@RRMDESIGN.COM P: 805-652-2126
<b>CIVIL ENGINEER</b>	<b>RRM DESIGN GROUP</b> ADDRESS: 10 E FIGUEROA STREET, SUITE 200 SANTA BARBARA, CA 93101 CONTACT: MICHAEL C. HAMILTON, P.E. EMAIL: MCHAMILTON@RRMDESIGN.COM P: 805-963-8283

### PROJECT DATA

<b>PROJECT ADDRESS:</b>	408 N MONTGOMERY ST, OJAI, CA 93063															
<b>APN:</b>	021-0-092-010															
<b>PARCEL SIZE:</b>	0.2 ACRES ( 8,880 SF )															
<b>EXISTING ZONING:</b>	MULTI-FAMILY RESIDENTIAL, MEDIUM DENSITY															
<b>EXISTING LAND USE:</b>	MEDIUM HIGH DENSITY RESIDENTIAL															
<b>EXISTING USE:</b>	VACANT															
<b>PROPOSED LAND USE:</b>	MODERATE DENSITY RESIDENTIAL															
<b>PROPOSED USE:</b>	MODERATE DENSITY RESIDENTIAL															
<b>ALLOWED DENSITY:</b>	8 DU/AC; 2 DWELLING UNITS															
<b>PROPOSED DENSITY:</b>	25 DU/AC; 5 DWELLING UNITS															
<b>LANDSCAPING REQUIRED:</b>	FRONT YARD: MIN. 50% OF THE SQUARE FOOTAGE OF THE FRONT YARD AREA PARKWAY: MUST BE LANDSCAPED ADJACENT THE RESIDENTIAL AREA															
<b>CONSTRUCTION TYPE:</b>	TYPE V-B (FIRE-SPRINKLERED) CRC 2022, APPENDIX AQ TINY HOUSES															
<b>MAX. ALLOWED HEIGHT:</b>	30'-0" (2-STORIES MAX)															
<b>MAX. PROPOSED HEIGHT:</b>	15'-0" (1-STORY)															
<b>BUILDING SETBACKS:</b>	<table border="1"> <tr> <th></th> <th>REQUIRED</th> <th>PROPOSED</th> </tr> <tr> <td>FRONT :</td> <td>10'-0"</td> <td>10'-0"</td> </tr> <tr> <td>WEST SIDE :</td> <td>5'-0"</td> <td>10'-0"</td> </tr> <tr> <td>EAST SIDE :</td> <td>5'-0"</td> <td>5'-0"</td> </tr> <tr> <td>REAR :</td> <td>15'-0"</td> <td>5'-0"</td> </tr> </table>		REQUIRED	PROPOSED	FRONT :	10'-0"	10'-0"	WEST SIDE :	5'-0"	10'-0"	EAST SIDE :	5'-0"	5'-0"	REAR :	15'-0"	5'-0"
	REQUIRED	PROPOSED														
FRONT :	10'-0"	10'-0"														
WEST SIDE :	5'-0"	10'-0"														
EAST SIDE :	5'-0"	5'-0"														
REAR :	15'-0"	5'-0"														

### PROJECT INFORMATION

THE PROJECT PROPOSES TWO (2) TINY HOME DUPLEXES AND ONE (1) SINGLE FAMILY HOME FOR A TOTAL OF FIVE (5) UNITS WITH SIX (6) ONSITE PARKING SPACES, INCLUDING (1) VAN ACCESSIBLE SPACE. ON 0.2 ACRES OF LAND, AN EXISTING FENCE STANDS ALONG THE LOT LINE OF THE EASTERN AND SOUTHERN BOUNDARY, AND IS PROPOSED TO REMAIN. EACH TINY HOME DUPLEX UNIT IS DESIGNED TO BE APPROXIMATELY 398 SQUARE FEET, WITH A COVERED PATIO OF APPROXIMATELY 74 SQUARE FEET. THE SINGLE-FAMILY HOME IS DESIGNED TO BE APPROXIMATELY 898 SQUARE FEET, WITH A COVERED PATIO OF APPROXIMATELY 56 SQUARE FEET.

### UNIT DATA

UNIT 1	TINY HOME	398 SF
UNIT 2	TINY HOME	398 SF
UNIT 3	TINY HOME	398 SF
UNIT 4	TINY HOME	398 SF
UNIT 5	(2) BDRM SFH	898 SF
<b>TOTAL</b>		<b>2,490 SF</b>
UNIT 1 PATIO		75 SF
UNIT 2 PATIO		75 SF
UNIT 3 PATIO		77 SF
UNIT 4 PATIO		75 SF
UNIT 5 PATIO		56 SF
<b>TOTAL</b>		<b>358 SF</b>

### SITE AREAS

PROPERTY LOT: 8,712 SF

EXISTING SITE AREAS	QUANTITY (SF)	% OF NET
BUILDING AREA	0 SF	0 %
HARDSCAPE AREA	0 SF	0 %
LANDSCAPE AREA	8,880 SF	100 %

PROPOSED SITE AREAS	QUANTITY (SF)	% OF NET
BUILDING AREA (5 UNITS)	3,138 SF	36 %
HARDSCAPE AREA	836 SF	9.6 %
LANDSCAPE AREA	3,472 SF	39.9 %
OTHER	1,266 SF	14.5 %

### PARKING

- (3) COMPACT PARKING SPACES
- (2) STANDARD PARKING SPACES
- (1) VAN ACCESSIBLE PARKING SPACE
- (6) TOTAL PARKING SPACES



### KEYNOTES

- 00.03 TRASH ENCLOSURE, (3) 96 GALLON TRASH BINS
- 00.06 ACCESSIBLE VAN PARKING WITH 8' AISLE
- 00.09 ENCLOSED SECURE BICYCLE PARKING CABINET
- 00.12 COMMUNITY MAILBOX
- 00.13 STEPPING STONES
- 00.14 DG PAVING
- 00.15 PROPOSED PLANTING. SEE PRELIMINARY LANDSCAPE PLANTING PLAN FOR PROPOSED LANDSCAPING, TYPICAL
- 02.10 (E) FENCE, TO REMAIN
- 02.12 (E) UTILITY POLE, TO REMAIN
- 02.14 (E) ADJACENT RESIDENCE, NOT A PART OF THIS PROJECT
- 02.16 (E) ADJACENT CARPORT, NOT A PART OF THIS PROJECT
- 02.17 (E) ADJACENT CHURCH, NOT A PART OF THIS PROJECT
- 03.02 CONCRETE SIDEWALK
- 03.03 CONCRETE WALKWAY
- 03.04 PROPOSED DRIVEWAY, REPAIR AND REPLACE SIDEWALK, CURB, AND GUTTER AS NECESSARY
- 06.19 GATE
- 10.14 ACCESSIBLE PARKING SIGNAGE
- 12.01 BENCH
- 12.02 PICNIC TABLE
- 23.01 WATER HEATER
- 23.02 OUTDOOR HVAC HEAT PUMP CONDENSER UNIT. INSTALLED HEAT PUMP NOT TO EXCEED 45 dB DURING OPERATION

### UNIT AREA SUMMARY

UNIT	TYPE	AREA (SF)
UNIT 1	TINY HOME	398 SF
UNIT 2	TINY HOME	398 SF
UNIT 3	TINY HOME	398 SF
UNIT 4	TINY HOME	398 SF
UNIT 5	(2) BDRM SFH	898 SF
<b>TOTAL</b>		<b>2,490 SF</b>
UNIT 1 PATIO		75 SF
UNIT 2 PATIO		75 SF
UNIT 3 PATIO		77 SF
UNIT 4 PATIO		75 SF
UNIT 5 PATIO		56 SF
<b>TOTAL</b>		<b>358 SF</b>

### PARKING SUMMARY

- (3) COMPACT PARKING SPACES
- (2) STANDARD PARKING SPACES
- (1) VAN ACCESSIBLE PARKING SPACE
- (6) TOTAL PARKING SPACES

### SITE AREAS

PROPERTY LOT: 8,712 SF

EXISTING SITE AREAS	QUANTITY (SF)	% OF NET
BUILDING AREA	0 SF	0 %
HARDSCAPE AREA	0 SF	0 %
LANDSCAPE AREA	8,880 SF	100 %

PROPOSED SITE AREAS	QUANTITY (SF)	% OF NET
BUILDING AREA (5 UNITS)	3,138 SF	36 %
HARDSCAPE AREA	836 SF	9.6 %
LANDSCAPE AREA	3,472 SF	39.9 %
OTHER	1,266 SF	14.5 %

1 SITE PLAN  
SCALE: 1/8" = 1'-0"

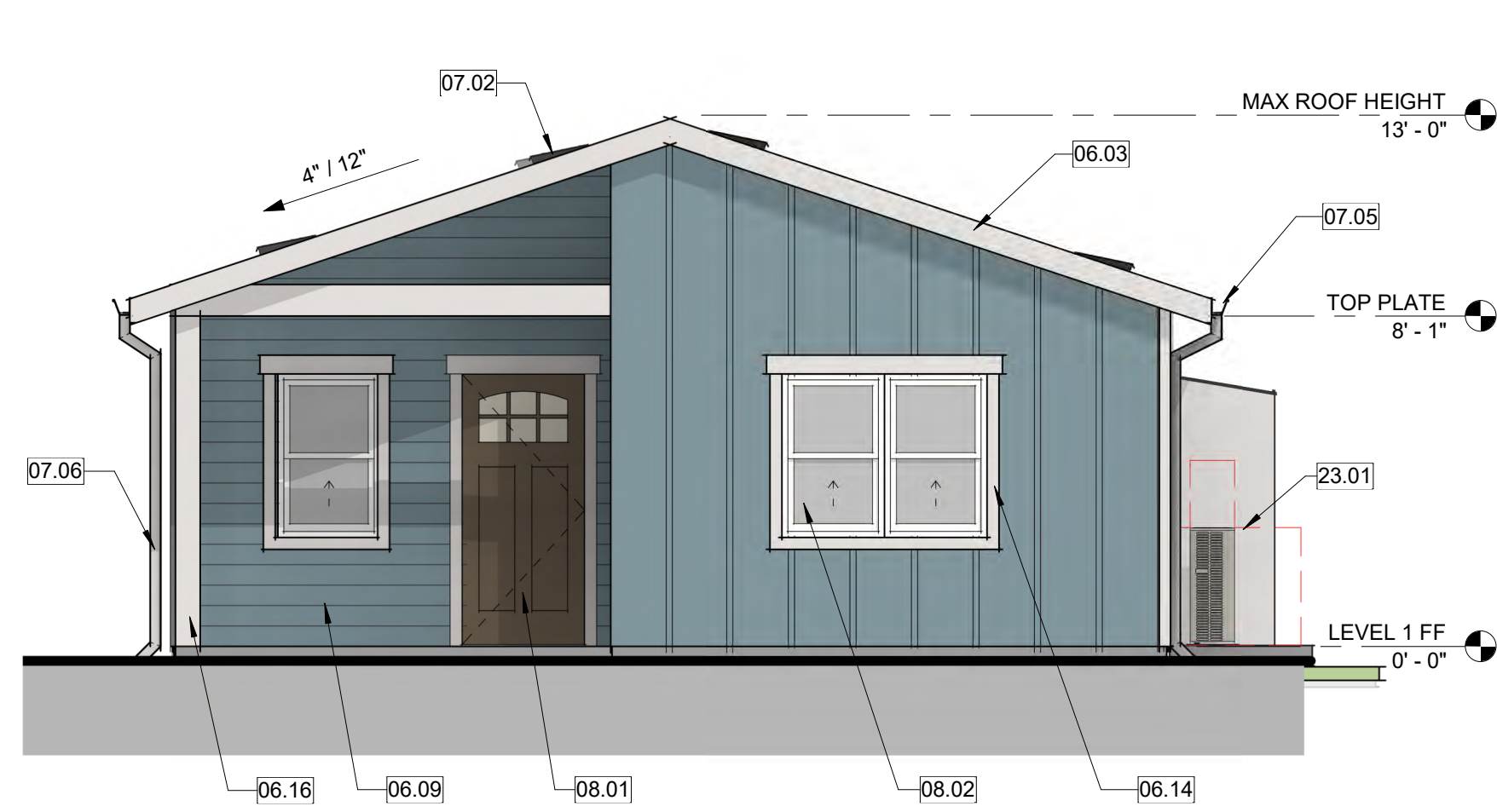


**HABITAT FOR HUMANITY**  
408 N. MONTGOMERY ST.  
OJAI, CA

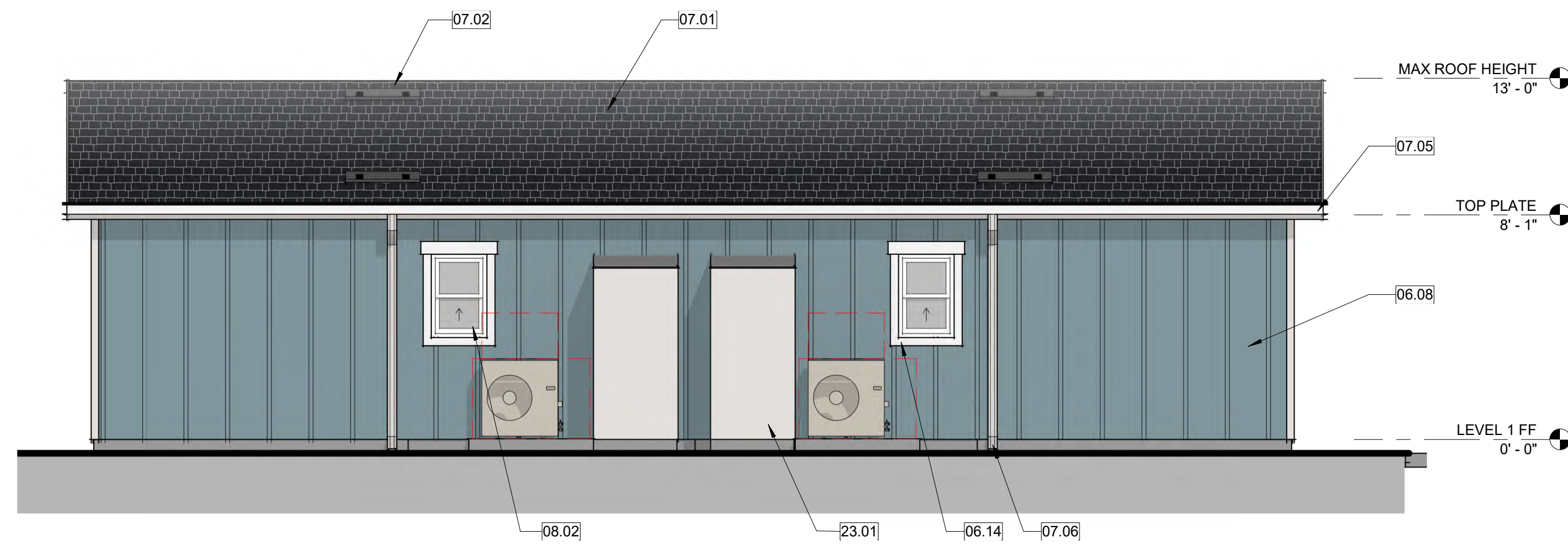
**SITE PLAN**

**A2**

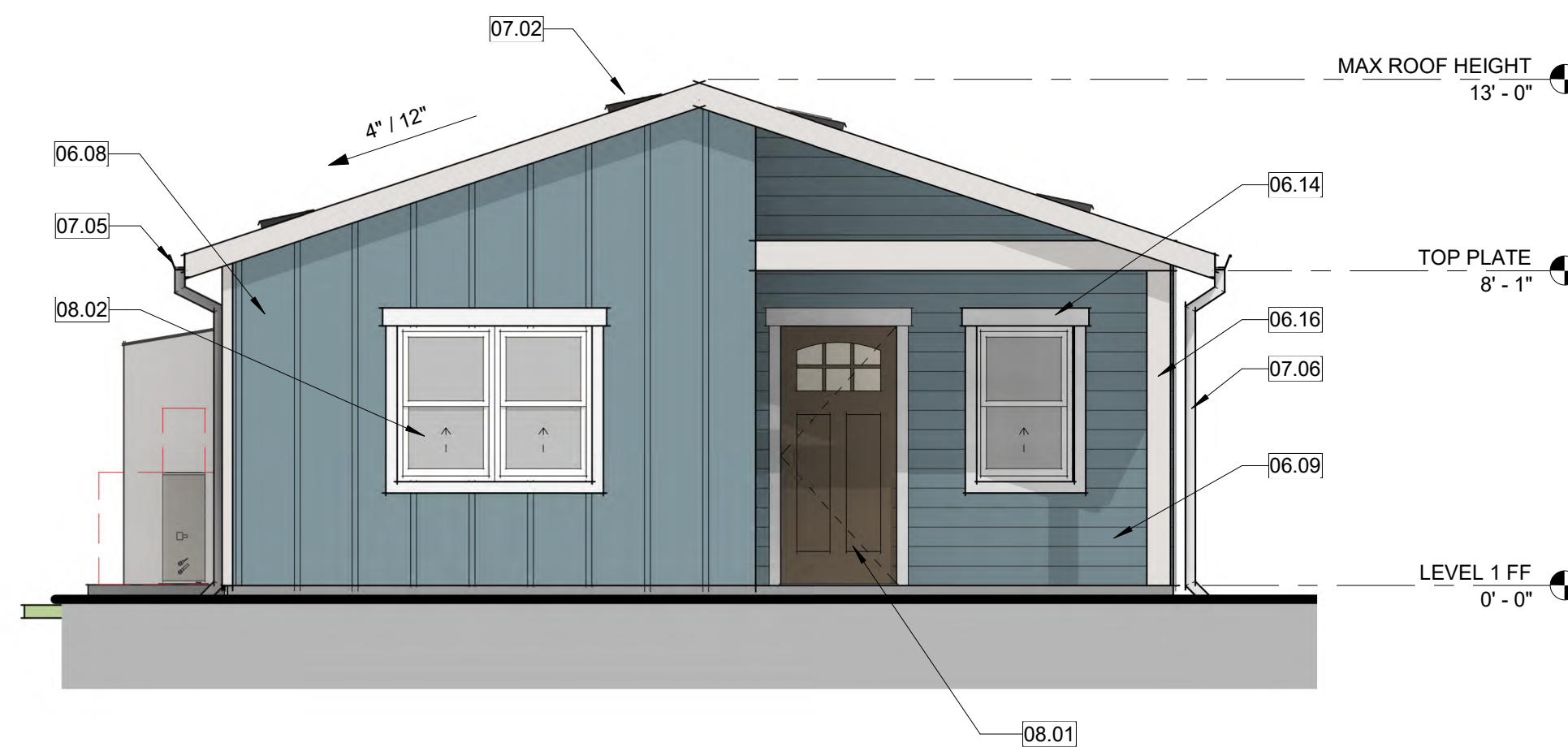
2605-03-RS22 OCTOBER 3, 2025



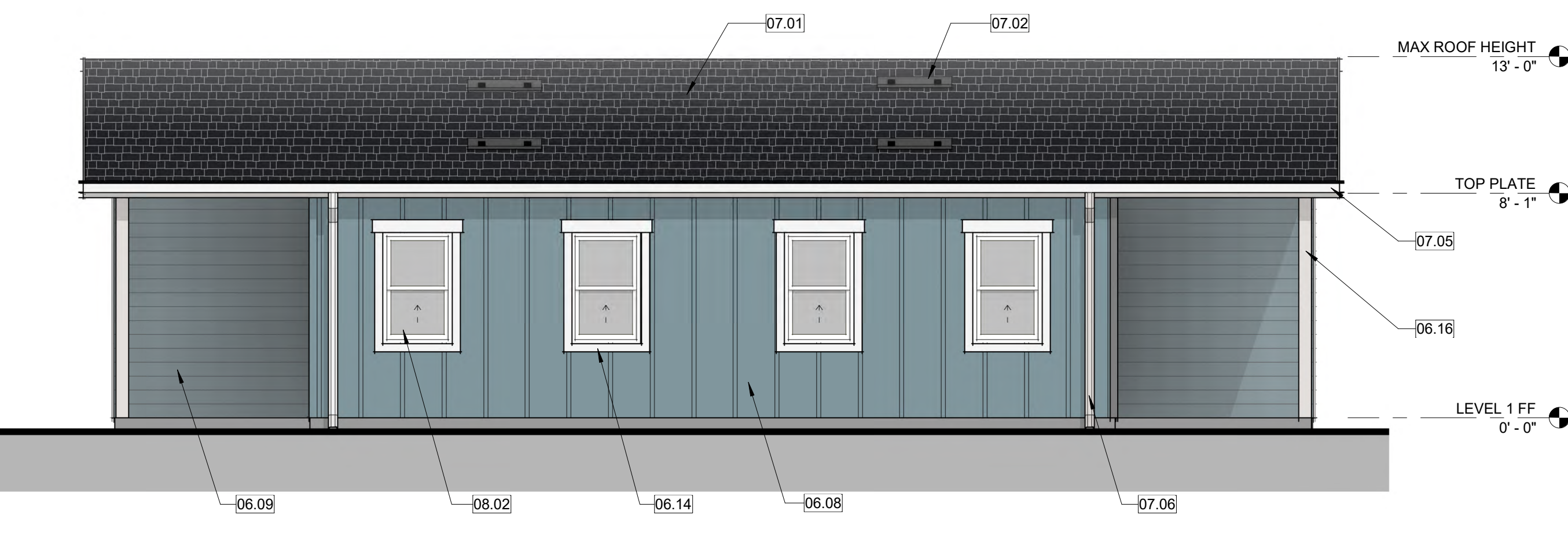
1 UNIT 1 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



2 UNIT 1 & 2 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



3 UNIT 2 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



4 UNIT 1 & 2 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



5 UNIT 1 & 2 FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**KEYNOTES**

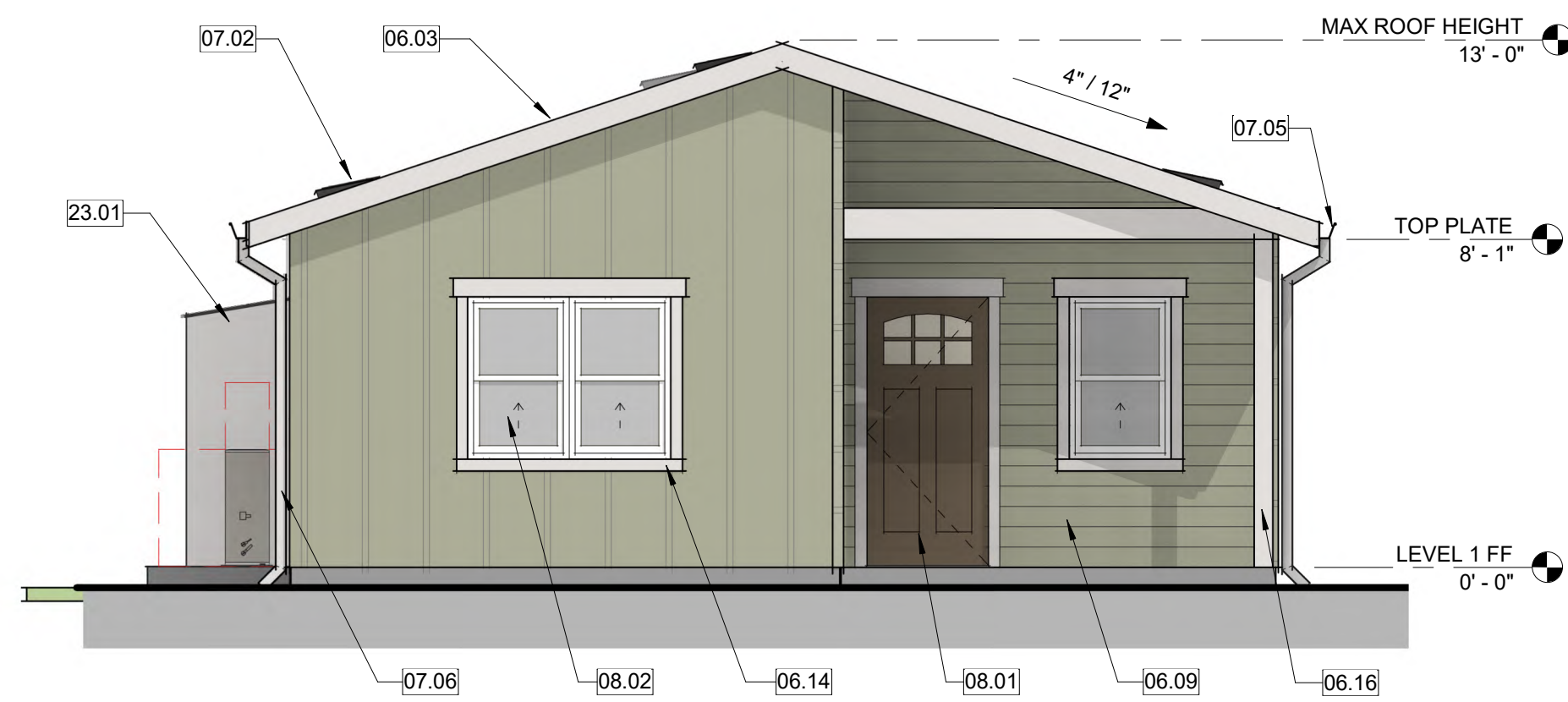
- 06.03 COMPOSITE FASCIA, SEE SHEET A8 COLOR AND MATERIAL BOARD FOR COLOR
- 06.08 COMPOSITE BOARD & BATTEN SIDING, SMOOTH FINISH, PRIMED AND PAINTED, PER COLOR BOARD, SHT-MATCH SITE AREA
- 06.09 COMPOSITE LAP SIDING, SMOOTH FINISH, PRIMED AND PAINTED
- 06.14 COMPOSITE WINDOW TRIM, SEE SHEET A8 COLOR AND MATERIAL BOARD FOR COLOR
- 06.16 6X6 WOOD POST, PRIMED AND PAINTED SW 2807 ROCKWOOD MEDIUM BROWN

**KEYNOTES**

- 07.01 COMPOSITION ASPHALT SHINGLE CLASS 'A' ROOFING
- 07.02 ATTIC VENT, OHAGIN TAPERED LOW PROFILE VENT (72 SQ IN NFVA) BASIS OF DESIGN. PAINT TO MATCH ROOF COLOR
- 07.05 GUTTER, PAINT TO MATCH FASCIA
- 07.06 DOWNSPOUT W/ SPLASHBLOCK, PAINT TO MATCH FASCIA
- 08.01 FIBERGLASS DOOR
- 08.02 SINGLE HUNG WINDOW
- 23.01 WATER HEATER

**UNIT AREA**

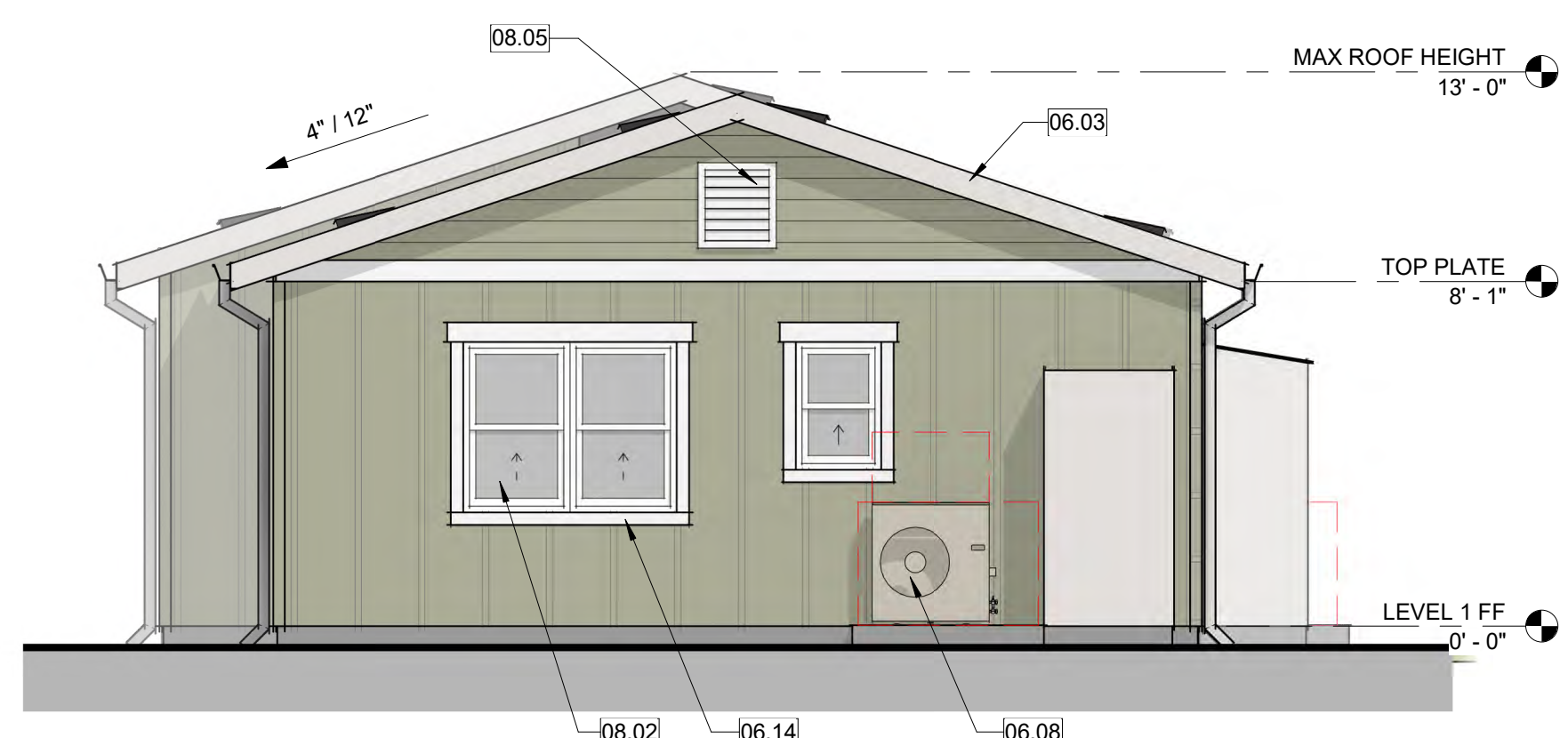
UNIT 1	TINY HOME	398 SF
UNIT 2	TINY HOME	398 SF
	<b>TOTAL</b>	<b>796 SF</b>
UNIT 1 PATIO		75 SF
UNIT 2 PATIO		75 SF
	<b>TOTAL</b>	<b>150 SF</b>



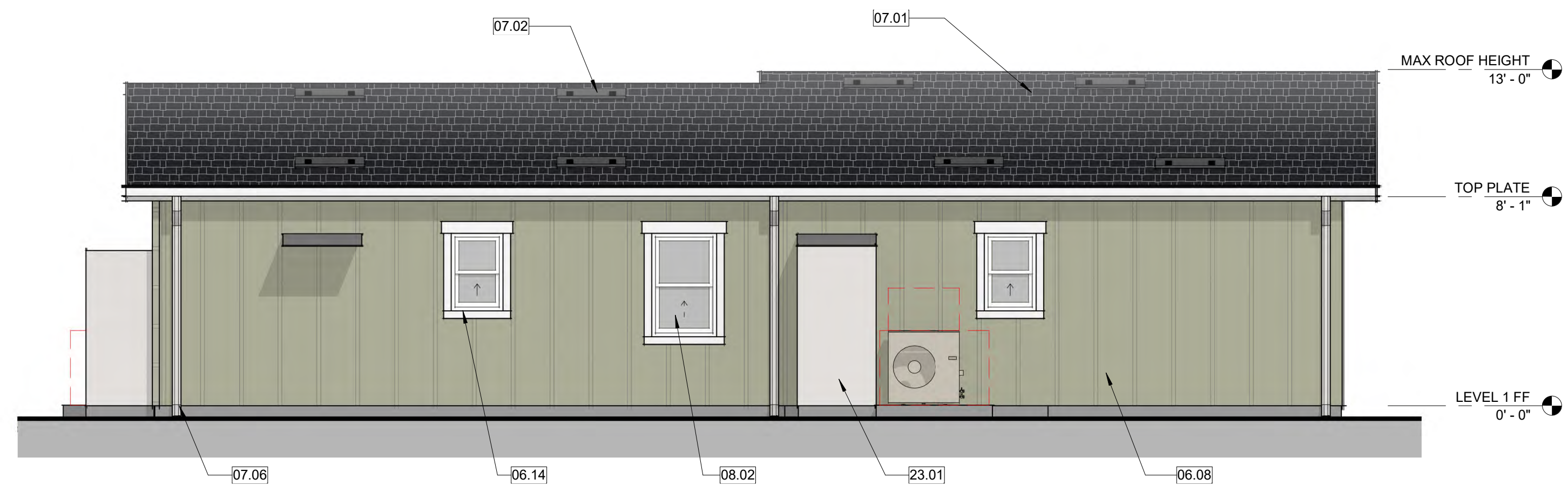
1 UNIT 4 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



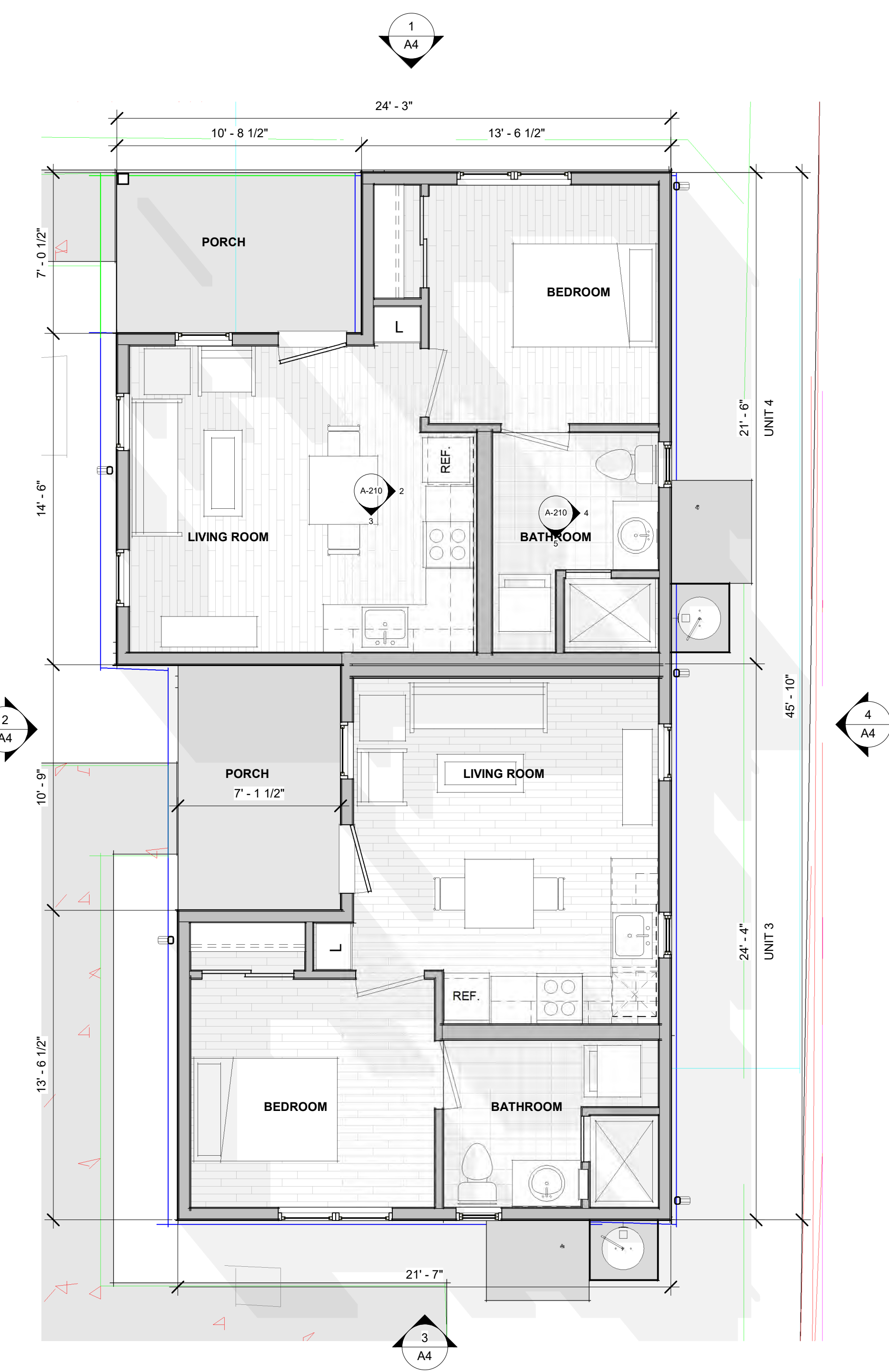
2 UNIT 3 & 4 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



3 UNIT 3 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



4 UNIT 3 & 4 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



5 UNIT 3 & 4 FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**KEYNOTES**

- 06.03 COMPOSITE FASCIA, SEE SHEET A8 COLOR AND MATERIAL BOARD FOR COLOR
- 06.08 COMPOSITE BOARD & BATTEN SIDING, SMOOTH FINISH, PRIMED AND PAINTED, PER COLOR BOARD, SH-T-MATCH SITE AREA
- 06.09 COMPOSITE LAP SIDING, SMOOTH FINISH, PRIMED AND PAINTED
- 06.14 COMPOSITE WINDOW TRIM, SEE SHEET A8 COLOR AND MATERIAL BOARD FOR COLOR
- 06.16 6X6 WOOD POST, PRIMED AND PAINTED SW 2807 ROCKWOOD MEDIUM BROWN
- 07.01 COMPOSITION ASPHALT SHINGLE CLASS 'A' ROOFING
- 07.02 ATTIC VENT, O'HAGIN TAPERED LOW PROFILE VENT (72 SQ IN NFVA) BASIS OF DESIGN. PAINT TO MATCH ROOF COLOR
- 07.05 GUTTER, PAINT TO MATCH FASCIA

**KEYNOTES**

- 07.06 DOWNSPOUT W/ SPLASHBLOCK, PAINT TO MATCH FASCIA
- 08.01 FIBERGLASS DOOR
- 08.02 SINGLE HUNG WINDOW
- 08.05 GABLE ATTIC VENT
- 23.01 WATER HEATER

**UNIT AREA**

UNIT 3	TINY HOME	398 SF
UNIT 4	TINY HOME	398 SF
	<b>TOTAL</b>	<b>796 SF</b>
UNIT 3 PATIO		77 SF
UNIT 4 PATIO		75 SF
	<b>TOTAL</b>	<b>152 SF</b>

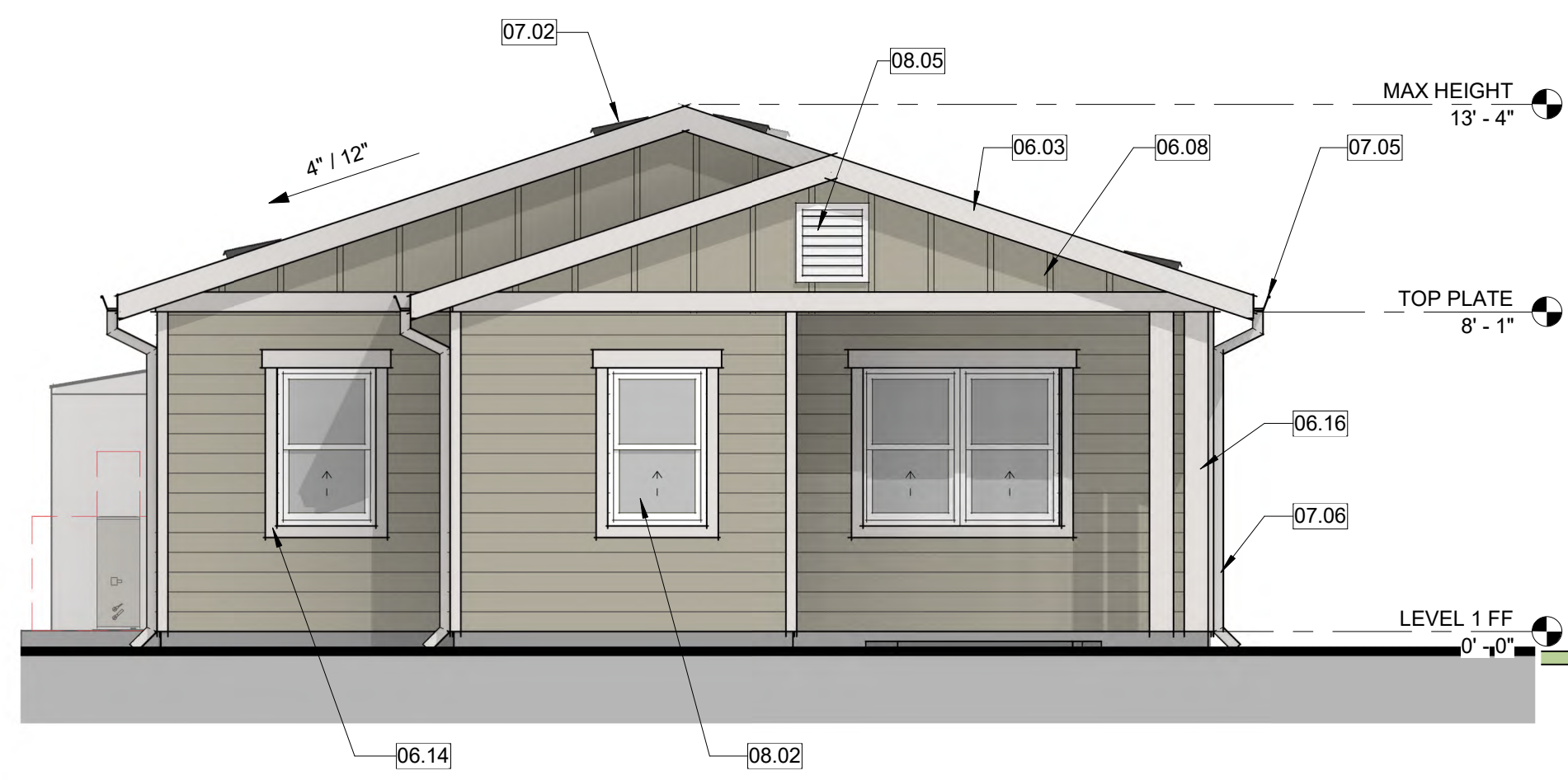


**HABITAT FOR HUMANITY**  
408 N. MONTGOMERY ST.  
OJAI, CA

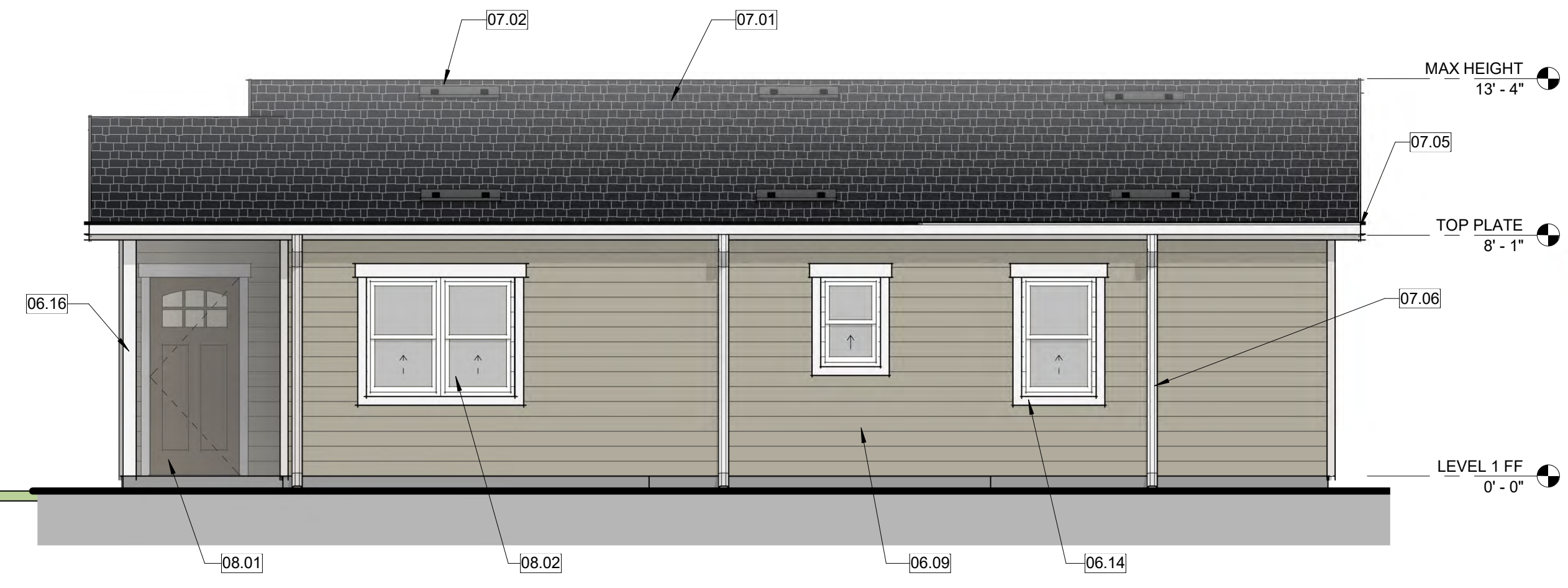
**UNIT 3 & 4 PLANS**

2605-03-RS22 OCTOBER 3, 2025

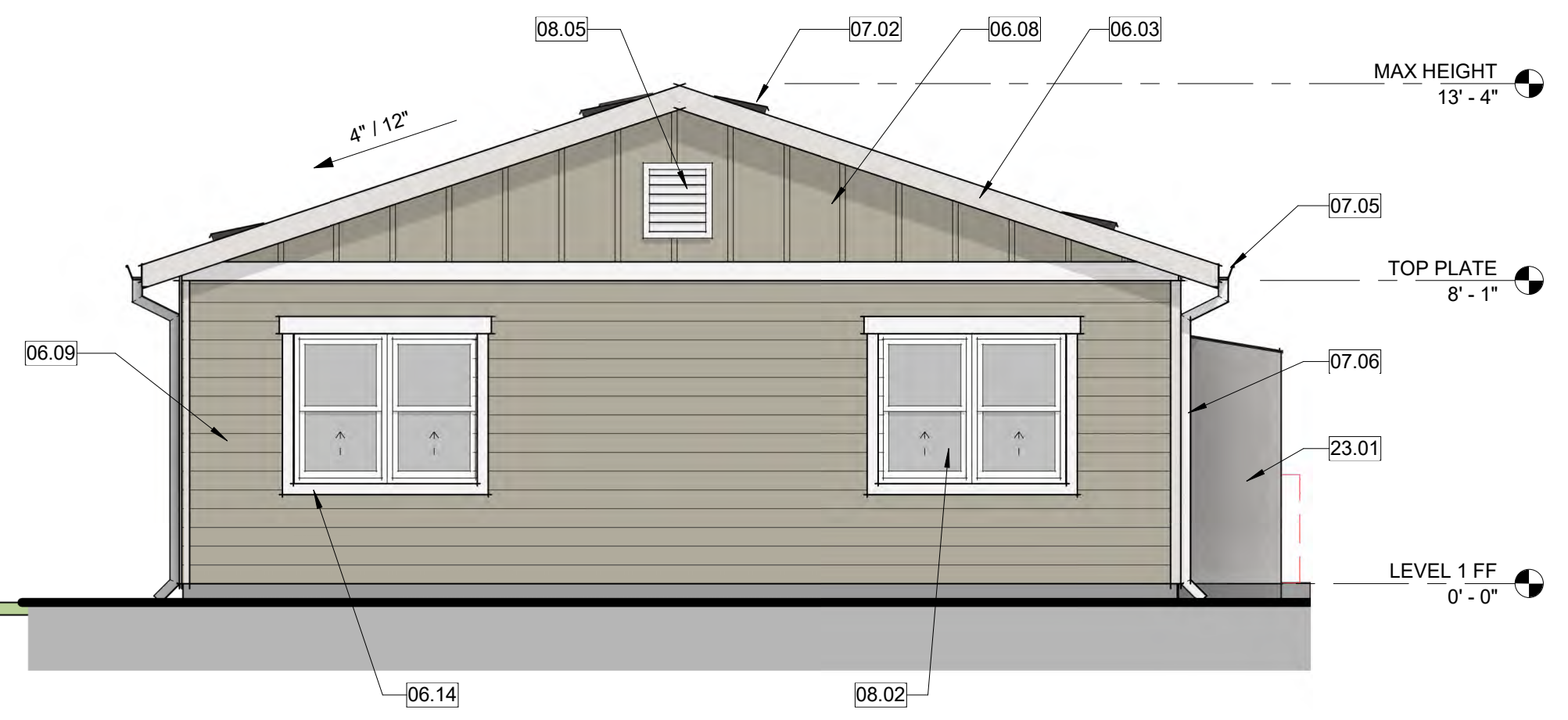
**A4**



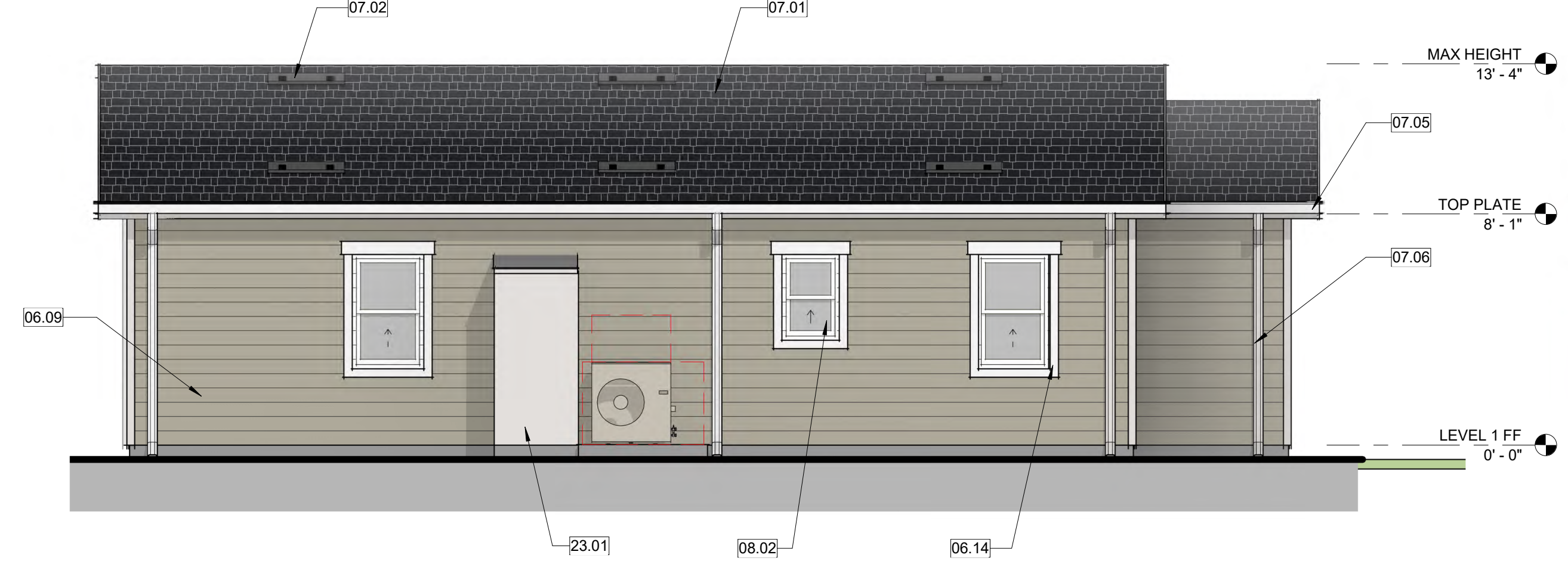
1 2 BEDROOM NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



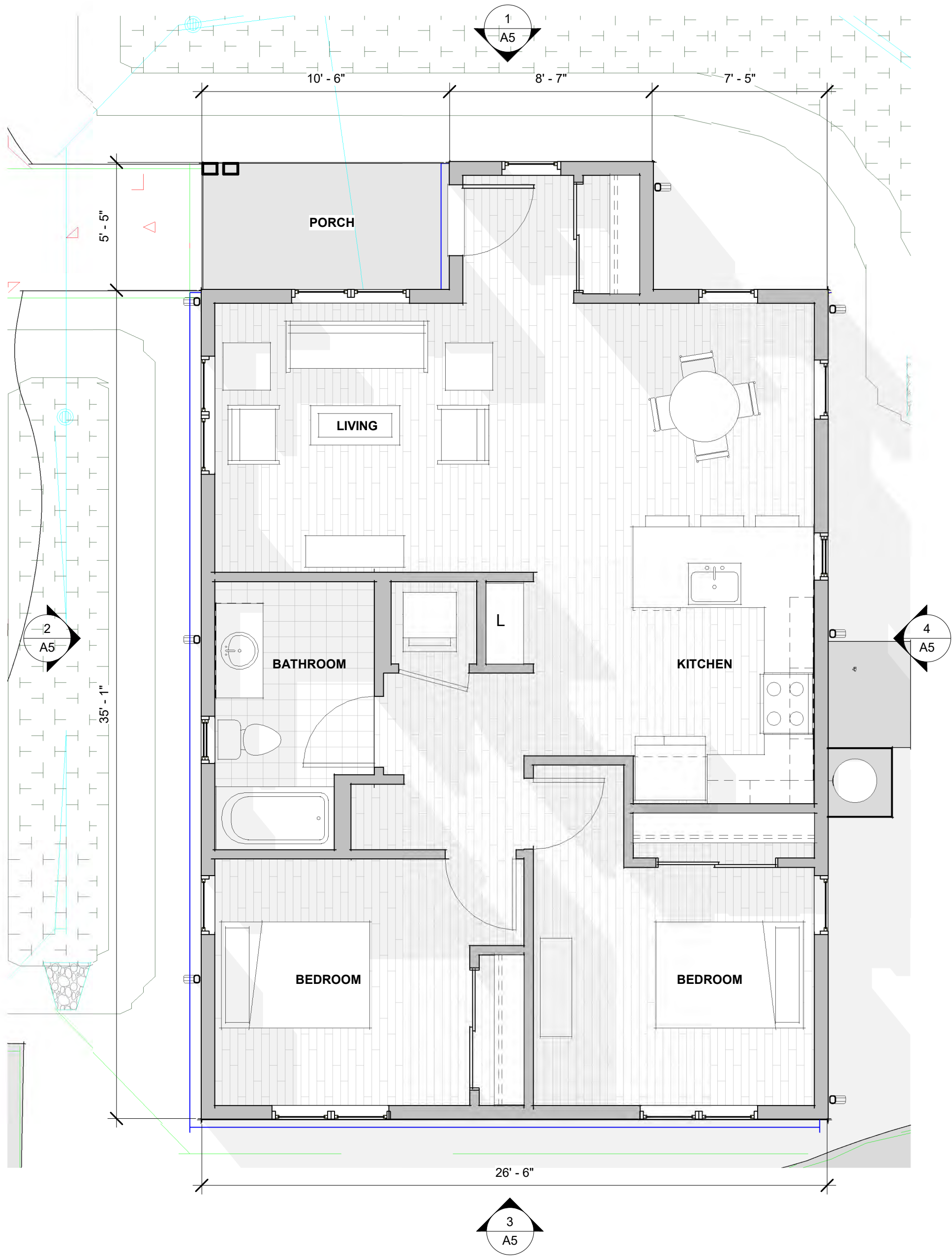
2 2 BEDROOM WEST ELEVATION  
SCALE: 1/4" = 1'-0"



3 2 BEDROOM SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"



4 2 BEDROOM EAST ELEVATION  
SCALE: 1/4" = 1'-0"



5 2 BEDROOM FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**KEYNOTES**

- 06.03 COMPOSITE FASCIA. SEE SHEET A8 COLOR AND MATERIAL BOARD FOR COLOR
- 06.08 COMPOSITE BOARD & BATTEN SIDING. SMOOTH FINISH, PRIMED AND PAINTED. PER COLOR BOARD. SHI-MATCH SITE AREA
- 06.09 COMPOSITE LAP SIDING. SMOOTH FINISH, PRIMED AND PAINTED
- 06.14 COMPOSITE WINDOW TRIM. SEE SHEET A8 COLOR AND MATERIAL BOARD FOR COLOR
- 06.16 6X6 WOOD POST, PRIMED AND PAINTED SW 2807 ROCKWOOD MEDIUM BROWN

**KEYNOTES**

- 07.01 COMPOSITION ASPHALT SHINGLE CLASS 'A' ROOFING
- 07.02 ATTIC VENT. OHAGIN TAPERED LOW PROFILE VENT (72 SQ IN NFVA) BASIS OF DESIGN. PAINT TO MATCH ROOF COLOR
- 07.05 GUTTER. PAINT TO MATCH FASCIA
- 07.06 DOWNSPOUT W/ SPLASHBLOCK. PAINT TO MATCH FASCIA
- 08.01 FIBERGLASS DOOR
- 08.02 SINGLE HUNG WINDOW
- 08.05 GABLE ATTIC VENT
- 23.01 WATER HEATER

**UNIT AREA**

UNIT 5	(2) BEDROOM HOME	898 SF
UNIT 5 PATIO		56 SF



**HABITAT FOR HUMANITY**  
408 N. MONTGOMERY ST.  
OJAI, CA

**UNIT 5 - FLOOR PLAN**

2605-03-RS22 OCTOBER 3, 2025

**A5**



1 WEST OVERALL ELEVATION  
SCALE: 1/4" = 1'-0"



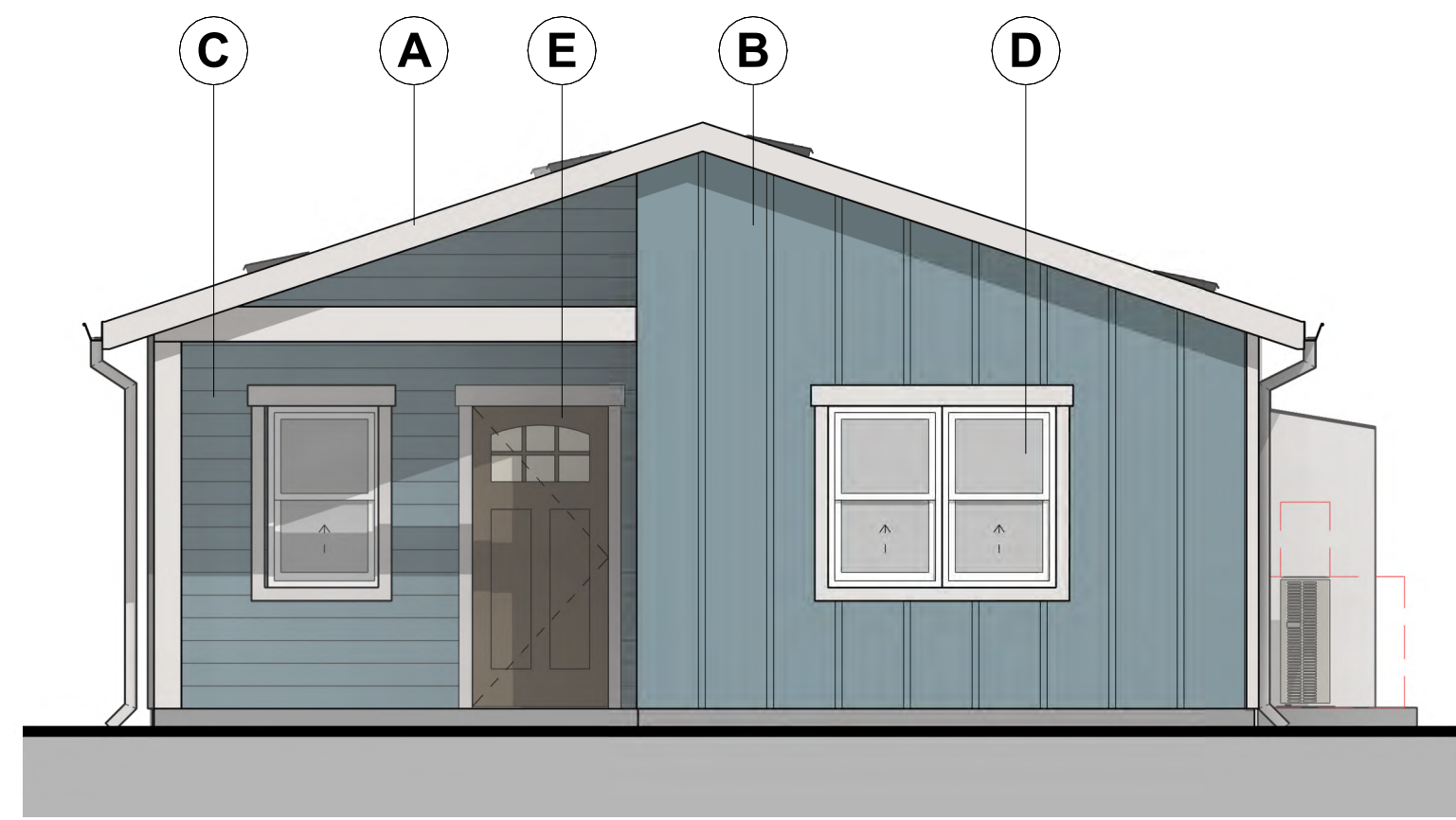
2 NORTH OVERALL ELEVATION  
SCALE: 1/4" = 1'-0"



1 EAST OVERALL ELEVATION  
SCALE: 1/4" = 1'-0"

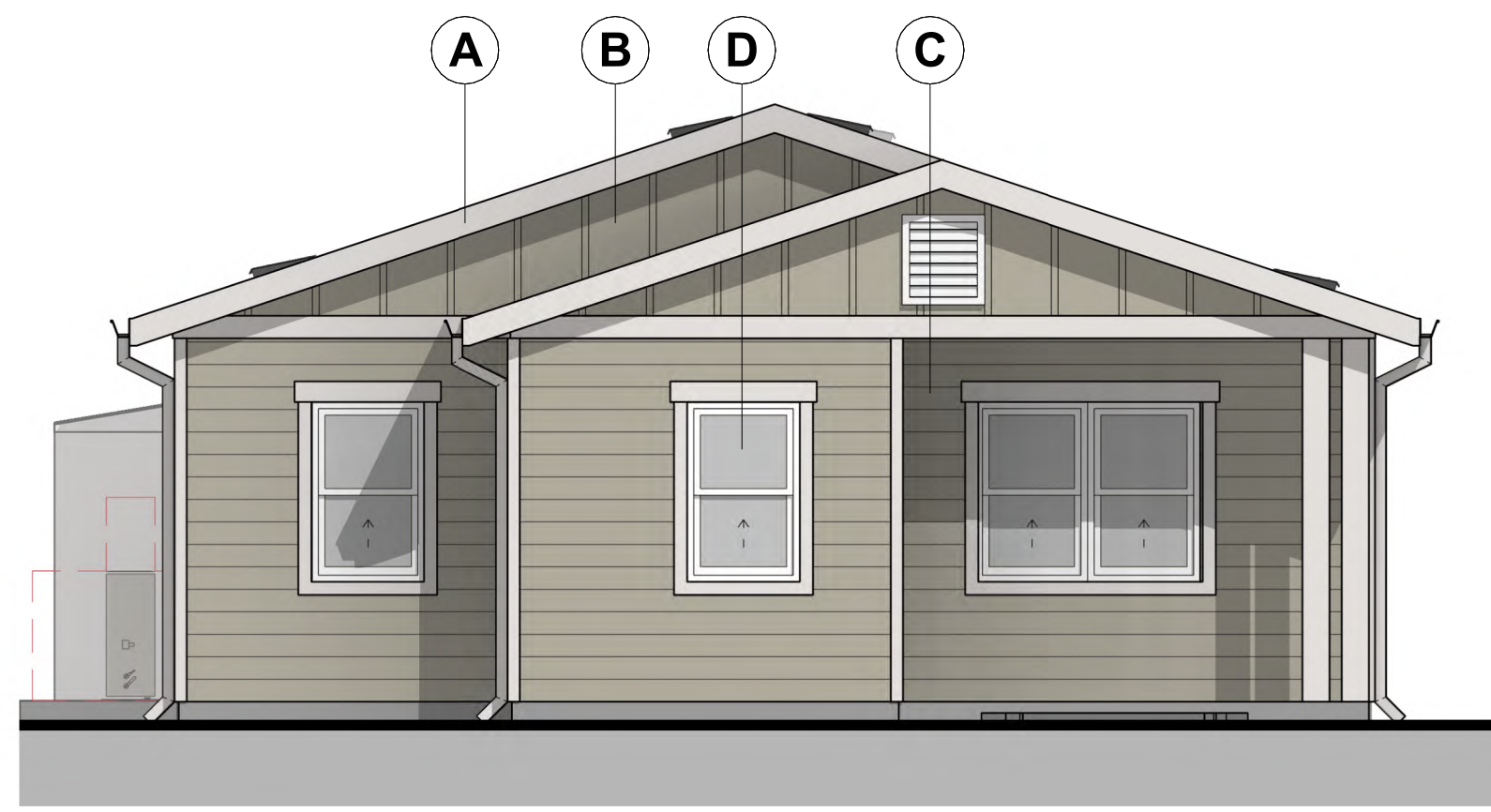


2 SOUTH OVERALL ELEVATION  
SCALE: 1/4" = 1'-0"



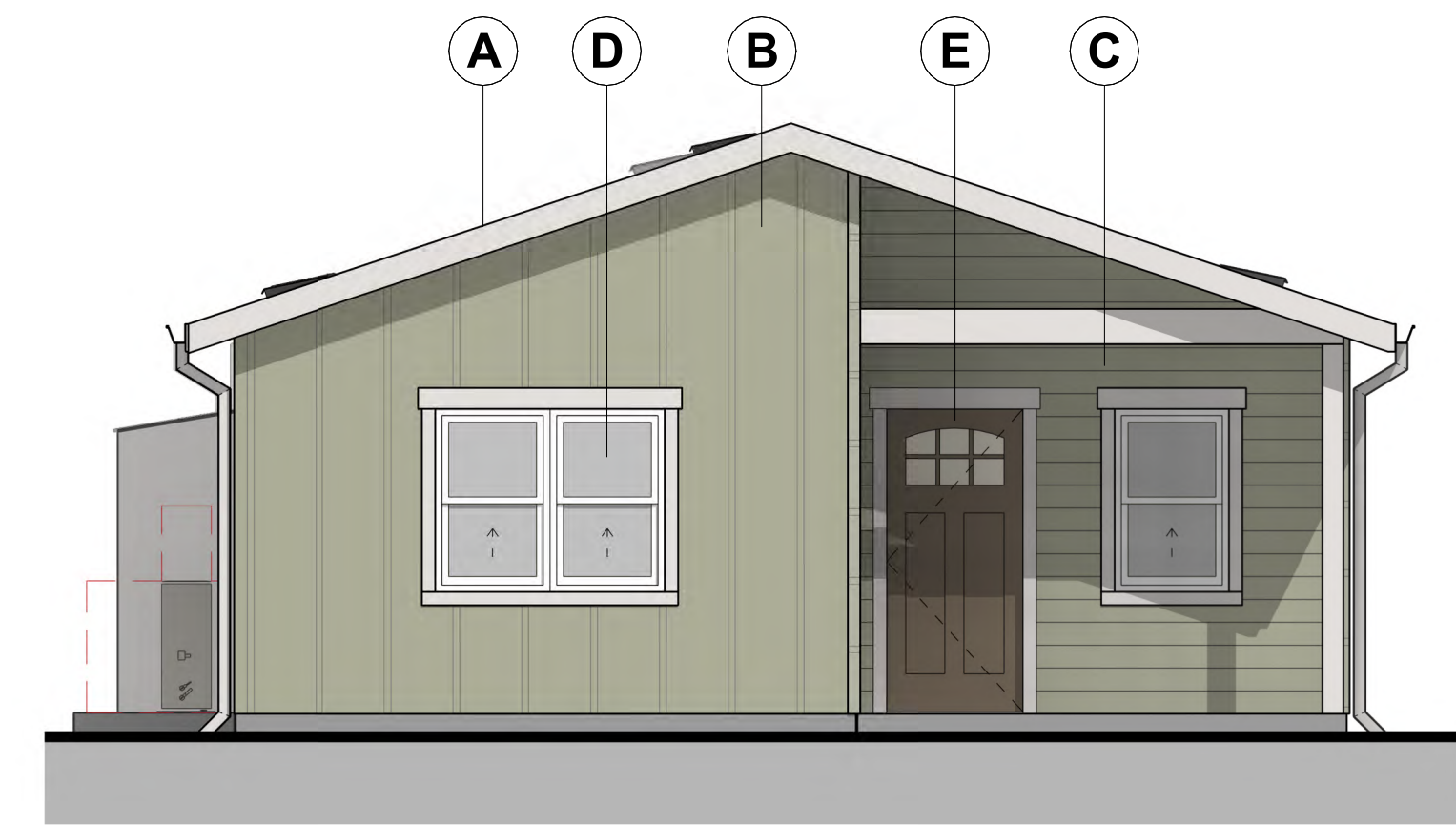
**UNITS 1 & 2 WALL & TRIM**

SHERWIN WILLIAMS  
SW 6152 SUPERIOR BRONZE / SW 9135 WHIRLPOOL / SW 7077 ORIGINAL WHITE



**UNITS 3 & 4 WALL & TRIM**

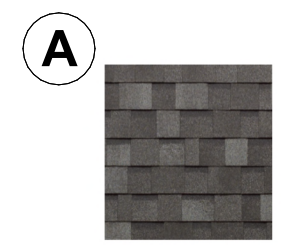
SHERWIN WILLIAMS  
SW 6152 SUPERIOR BRONZE / SW 6171 CHATROOM / SW 7077 ORIGINAL WHITE



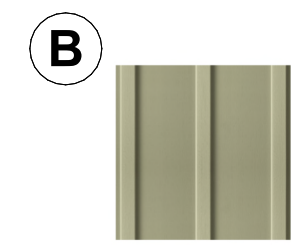
**UNIT 5 WALL & TRIM**

SHERWIN WILLIAMS  
SW 6152 SUPERIOR BRONZE / SW 6178 CLARY SAGE / SW 7077 ORIGINAL WHITE

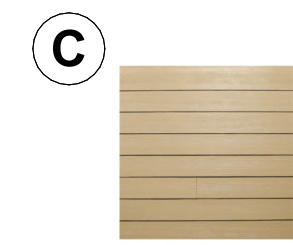
**COLOR**



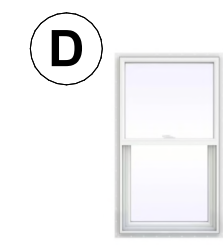
**ASPHALT SHINGLE ROOFING**  
OWENS CORNING, OAKRIDGE  
ESTATE GRAY COLOR



**LP BOARD AND BATTEN**  
VINYL  
SW WHIRLPOOL  
SW CHATROOM  
CLARY SAGE



**LP SHINGLES**  
HORIZONTAL SIDING PLANK  
SW WHIRLPOOL  
SW CHATROOM  
CLARY SAGE



**SINGLE HUNG WINDOW**  
FIBERGLASS  
PAINT: SW ORIGINAL WHITE



**FIBERGLASS DOOR**  
FIBERGLASS  
PAINT: SW SUPERIOR  
BRONZE

**MATERIALS**



1 SITE PLAN  
SCALE: 1/16" = 1'-0"



1.

FRANKLIN DRIVE - NORTH VIEW



2.

N MONTGOMERY - NORTH VIEW



3.

N MONTGOMERY - NORTH VIEW



1. N MONTGOMERY - SOUTH VIEW

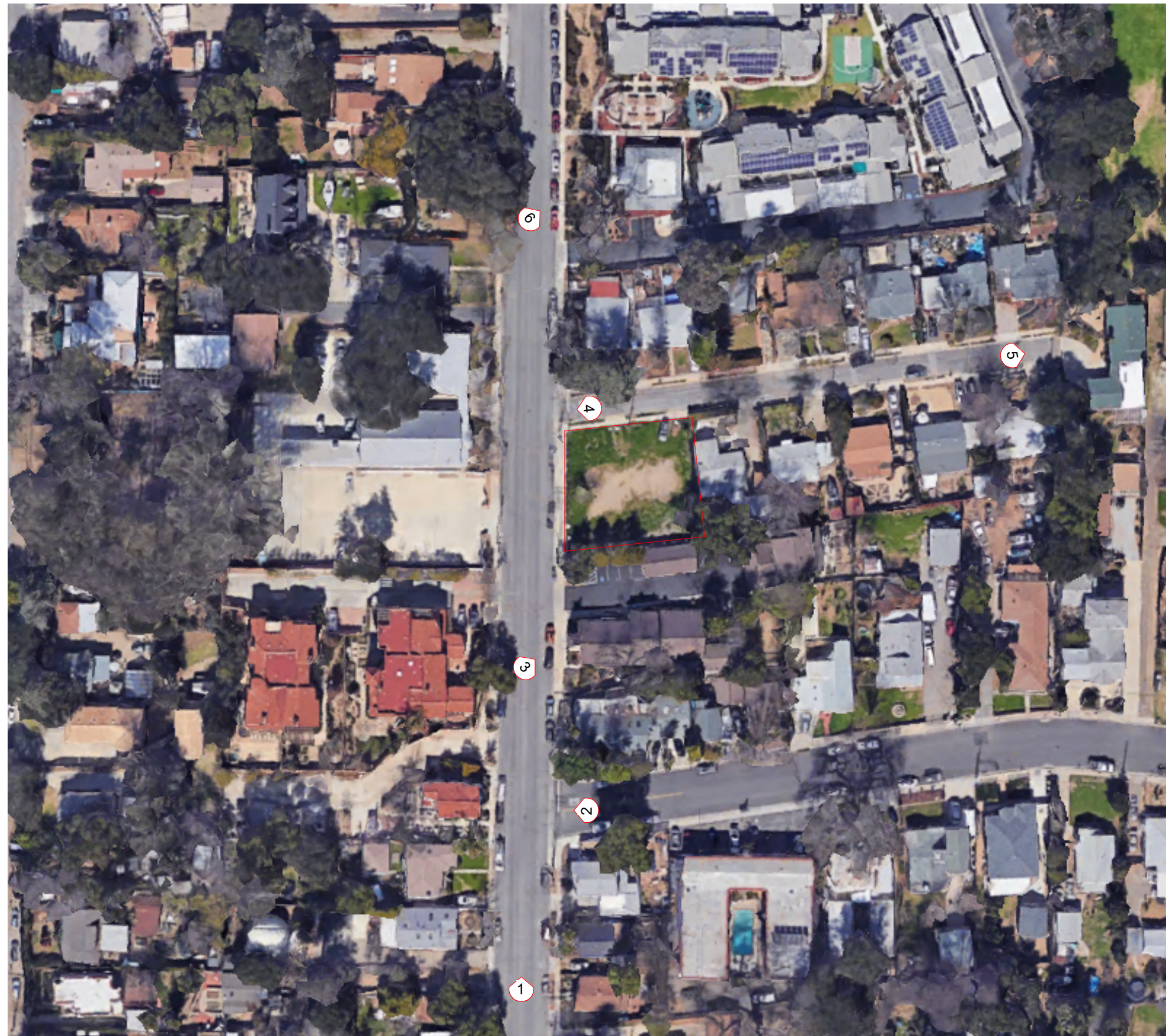


2. N MONTGOMERY - EAST VIEW



3. N MONTGOMERY - WEST VIEW

SITE CONTEXT



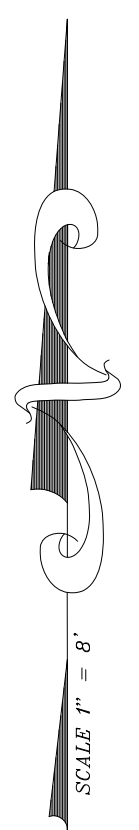
4. FRANKLIN DR - EAST VIEW



5. FRANKLIN DR - WEST VIEW

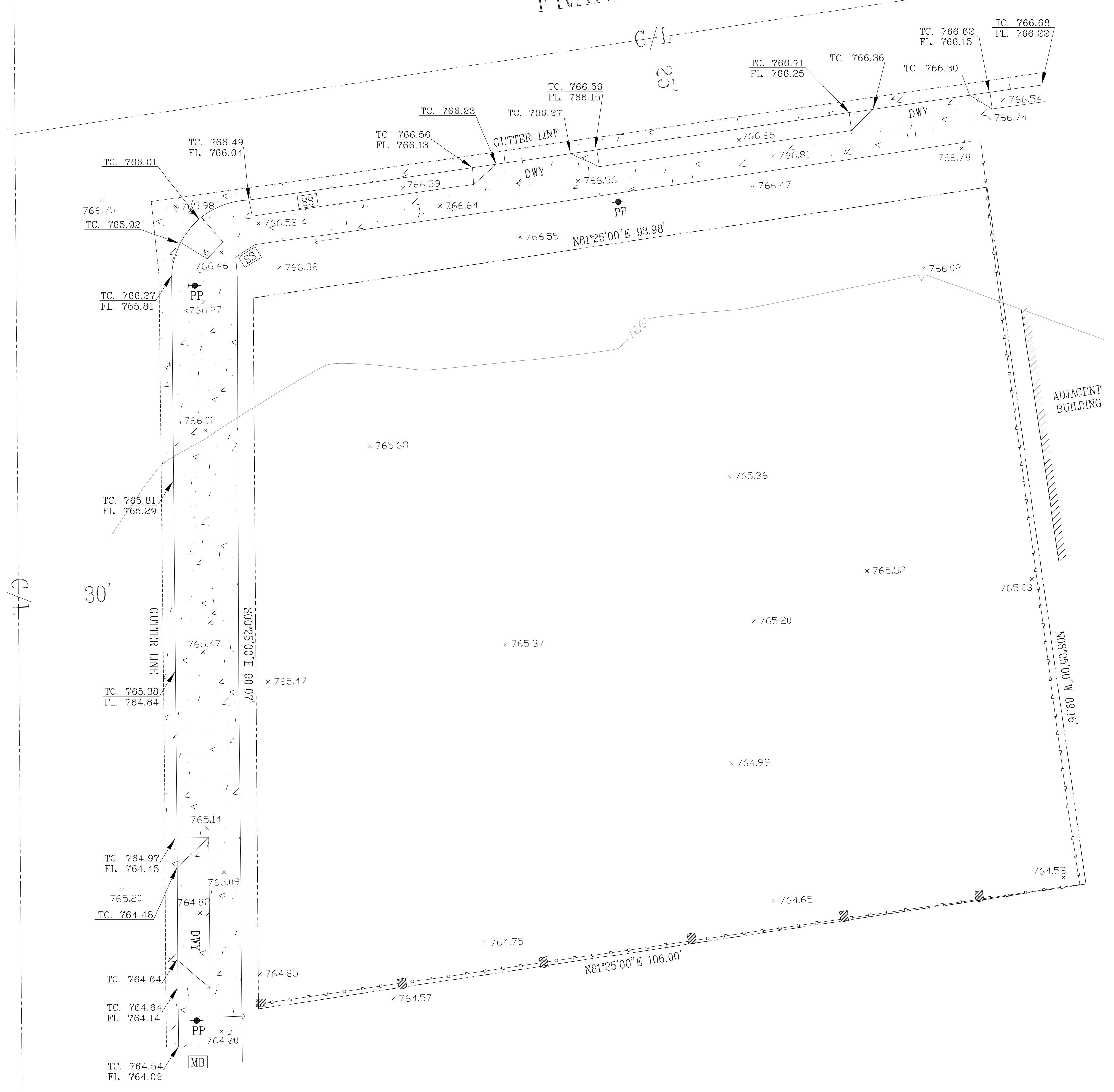


6. N MONTGOMERY ST - SOUTH VIEW



MONTGOMERY STREET

FRANKLIN DR



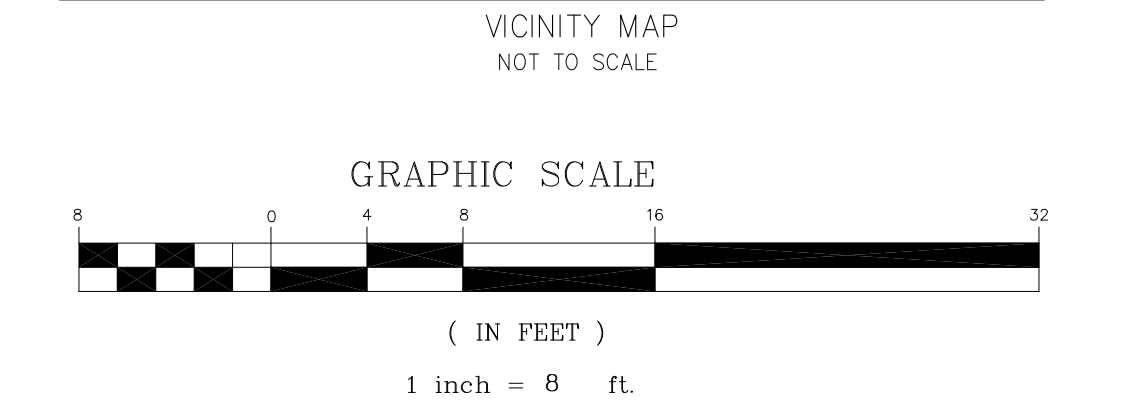
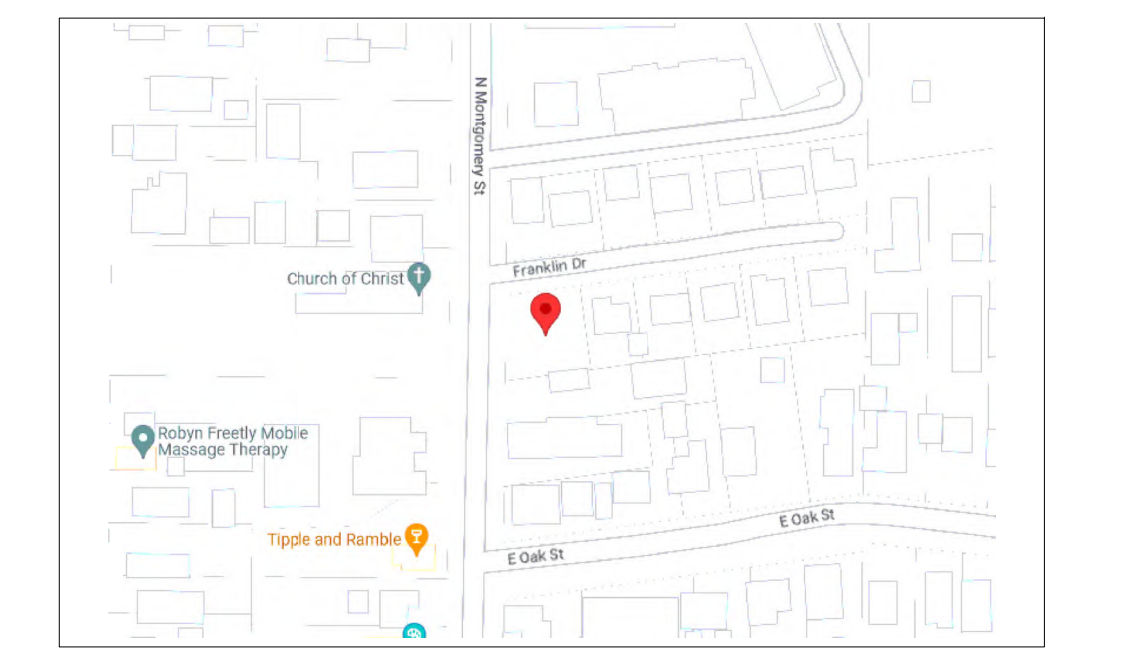
LEGAL DESCRIPTION:  
THE LAND REFERRED TO IN THIS SURVEY IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA, AND IS DESCRIBED AS FOLLOWS:  
FOR LOT 1 OF FAIROAKS TRACT AS PER MAP RECORDED IN BOOK 2, PAGE 166 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BASIS OF BEARINGS:  
THE BEARING S00°25'00"E, ON THE CENTERLINE OF MONTGOMERY AVE AS SHOWN ON FAIR VIEW TRACT AS PER MAP RECORDED IN BOOK 2, PAGE 170, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BENCHMARK:  
FD AT THE SOUTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 150 (OJAI AVENUE) AND SIGNAL STREET, SET VERTICALLY IN THE WEST FACE OF OF THE WEST CONCRETE WALL OF THE POST OFFICE, 42.0 FEET SOUTHERLY FROM THE CENTER OF HIGHWAY 150, 24.5 FEET EASTERLY FROM THE CENTER OF SIGNAL STREET, 1.0 FOOT SOUTH FROM THE NORTHWEST CORNER OF THE BUILDING.  
NAVD88(ft)  
ELEV. = 748.32'

- SYMBOLS:
- |                          |  |                                 |
|--------------------------|--|---------------------------------|
| 2x3' 4" HIGH CONTROL BOX | IRRIGATION VALVE                       | STREET LIGHT BOX                |
| AIRCONDITIONING UNIT     | LIGHT STANDARD/<br>PED. CROSSING LIGHT | TEL (PUBLIC PHONE)              |
| CABLE TV BOX             | MAIL BOX                               | TEL BOX                         |
| CATCH BASIN              | MONITORING WELL                        | TELEPHONE MANHOLE               |
| COLUMN                   | PALM TREE                              | TRAFFIC LIGHT                   |
| DRAIN                    | PARK METER                             | TRAFFIC LIGHT CONTROL BOX       |
| ELECTRIC MANHOLE         | PINE TREE                              | TRAFFIC LIGHT WITH ARM          |
| FIRE CONTROL VALVE       | POWER POLE                             | TRAFFIC LIGHT WITH STREET LIGHT |
| FIRE DEPT. CONN. (FDC)   | POWER POLE ANCHOR                      | TREE                            |
| FIRE HYDRANT             | PULL BOX                               | VENT                            |
| GAS METER                | SEWER CL OUT                           | WATER MANHOLE                   |
| GAS VALVE                | SEWER MANHOLE                          | WATER METER                     |
| GATE POST                | SIGN POST                              | WATER VALVE                     |
| GTE PULL BOX             | STORM DRAIN MANHOLE                    | WATER VAULT                     |
| GUARD POST               | STREET LIGHT                           |                                 |

- LEGEND:
- |                                   |   |
|-----------------------------------|---|
| AC - ASPHALT CONCRETE             | (P) - PRORATED                          |
| B.C. - BUILDING CORNER            | P.C. - PROPERTY CORNER                  |
| BM - BENCHMARK                    | PG - PAGE                               |
| BW - BACK OF WALK                 | PI - POINT OF INTERSECTION              |
| (C) - CALCULATED DATA             | E / PL - PROPERTY LINE                  |
| CB - CATCH BASIN                  | PLTR - PLANTER                          |
| CEFB - CITY ENGINEER'S FIELD BOOK | P.O.L. - POINT ON LINE                  |
| CF - CURB FACE                    | PAVT. - PAVEMENT                        |
| (CF) - CALCULATED FROM            | PM - PARCEL MAP                         |
| C/L - CENTERLINE                  | (R) - RECORD                            |
| C.L.F. - CHAIN LINK FENCE         | RCE - REGISTERED CIVIL ENGINEER         |
| COL - COLUMN                      | STANDARD SURVEY MONUMENT                |
| CONC - CONCRETE                   | S.S.D.M. - SANITARY SEWER DRAIN MANHOLE |
| (Dg) - DEED                       | S.S.M.H. - SANITARY SEWER MANHOLE       |
| ELEC - ELECTRIC                   | S & T - SPIKE & TIN                     |
| EP - EDGE OF PAVEMENT             | SPK/W - SPIKE & WASHER                  |
| ESMT. - EASEMENT                  | TC - TOP OF CURB ELEV.                  |
| EST - ESTABLISH                   | TR - TRACT MAP                          |
| FB - FIELD BOOK                   | TW - TOP OF WALL ELEV.                  |
| FD - FOUND                        | WL - WROUGHT IRON                       |
| FF - FINISH FLOOR ELEV.           |   |
| FL - FLOWING ELEV.                | N/LY - NORTHERLY                        |
| FS - FINISH SURFACE               | S/O - SOUTH OF                          |
| INV - INVERT                      | E/LY - EASTERLY                         |
| INTER - INTERSECTION              | E/O - EAST OF                           |
| IP - IRON PIPE                    | W/LY - WESTERLY                         |
| LS - LAND SURVEYOR                |   |
| L & T - LEAD & TACK               |   |
| (M) - MEASURED                    |   |
| MB - MAP BOOK                     |   |
| NG - NATURAL GRADE                |   |
| OH - OVERHANG                     |   |
- 
- |                  |                 |
|------------------|-----------------|
| CONCRETE PATTERN | PROPERTY LINE   |
| ASPHALT PATTERN  | CENTERLINE      |
| STONE PATTERN    | CONCRETE WALL   |
|                  | BRICK WALL      |
|                  | BUILDING LINE   |
|                  | CHAINLINK FENCE |
|                  | WOOD FENCE      |
|                  | IRON FENCE      |
|                  | OVERHEAD WIRE   |



NOTE:  
BOUNDARY NOT ESTABLISHED.  
NO TITLE REPORT HAS BEEN PROVIDED.  
NO EASEMENT HAS BEEN PLOTTED.

DATE	REVISIONS

PREPARED BY:  
**WESTCON ENGINEERING, INC.**  
LAND PLANNING ENGINEERING LAND SURVEYING  
6355 TOPANGA CANYON BLVD., SUITE 345  
WOODLAND HILLS, CA. 91367  
818-226-0444 VOICE 818-226-0448 FAX  
E-MAIL: info@westconeng.com

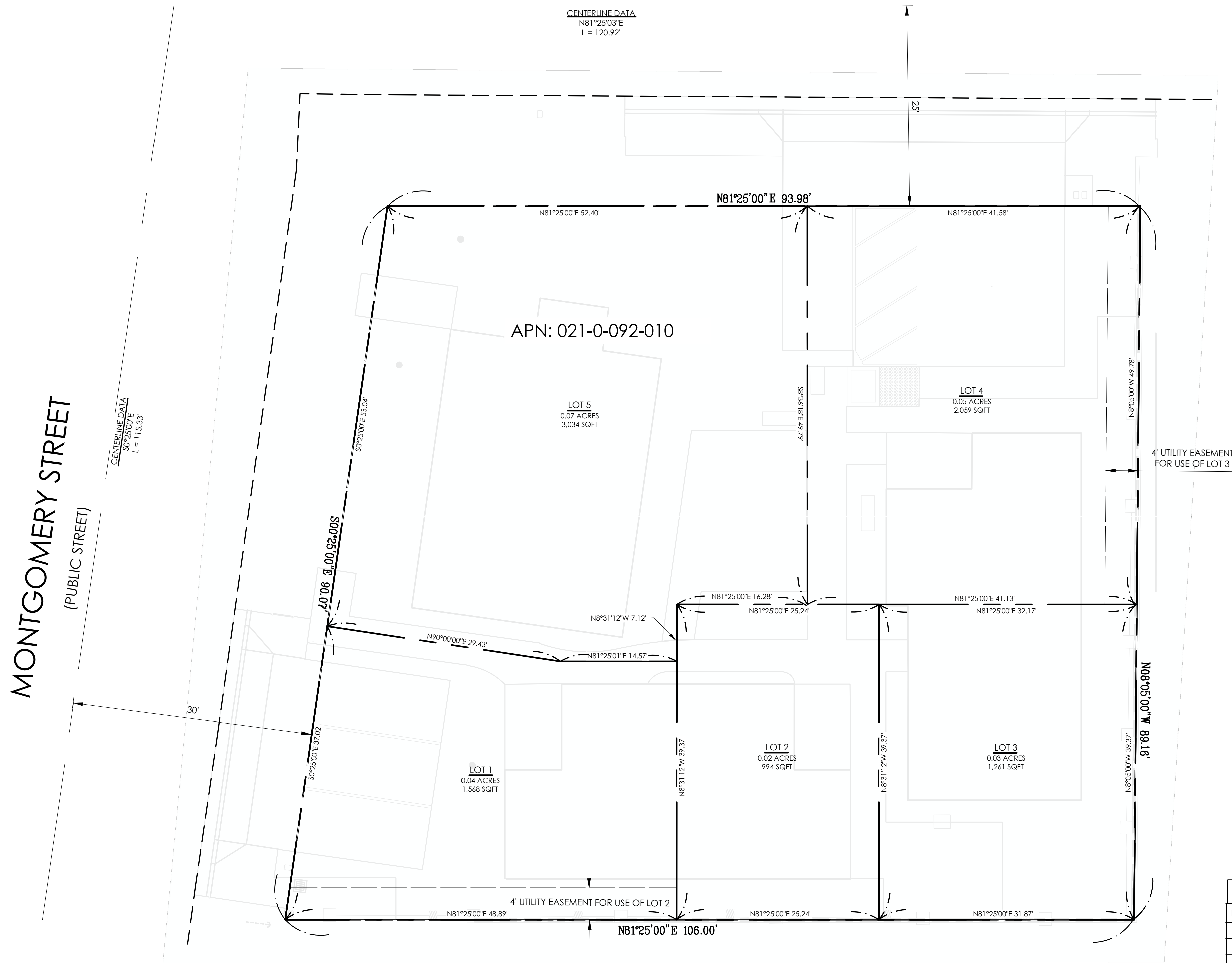
PREPARED FOR:  
**VENTURA COUNTY  
HABITAT FOR HUMANITY**

PROJECT:  
**TOPO SURVEY  
408-410 N MONTGOMERY ST.  
OJAI, CA 93023**

W.O. 23-03  
SCALE: 1"=8'  
DATE: 02-14-23  
SHEET 1 OF 1

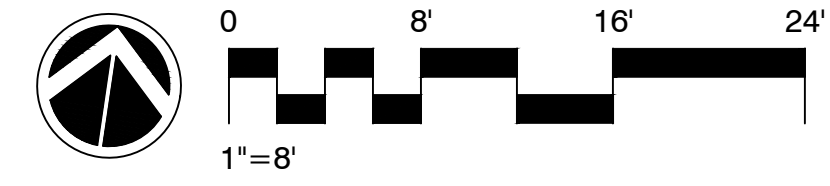
SURVEYED BY: A.B.  
DRAWN BY: A.B.  
CHECKED BY:

FRANKLIN DRIVE  
(PUBLIC STREET)



APN: 021-0-092-010

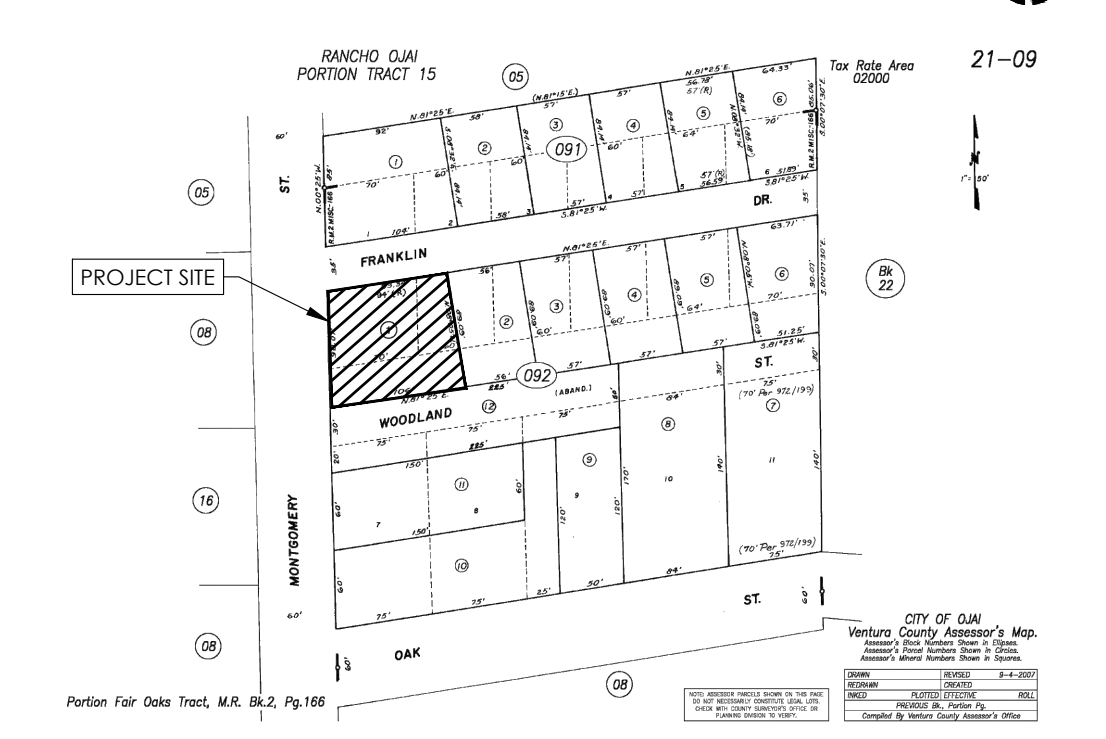
LOT DETAILS		
LOT	AREA (ACRES)	AREA (SF)
1	0.04	1,568
2	0.02	994
3	0.03	1,261
4	0.05	2,059
5	0.07	3,034



VICINITY MAP SCALE: N.T.S.



ASSESSOR'S MAP SCALE: N.T.S.



TOPOGRAPHIC INFORMATION

- SURVEY PREPARED BY: WESTCON ENGINEERING, INC.  
5776 LINDERO CANYON ROAD  
SUITE D-295  
WESTLAKE VILLAGE, CA 91362  
PH: 818.226.0444
- DATE: FEBRUARY 14, 2023
- THE BASIS OF BEARINGS S00°25'00"E ON THE CENTERLINE OF MONTGOMERY AVE AS SHOWN ON FAIR VIEW TRACT AS PER MAP RECORDED IN BOOK 2, PAGE 170, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
  - BENCHMARK: TD AT THE SOUTHEAST CORNER OF THE INTERSECTION OF HIGHWAY 150 (OJAI AVENUE) AND SIGNAL STREET, SET VERTICALLY IN THE WEST FACE OF THE WEST CONCRETE WALL OF THE POST OFFICE, 42.0 FEET SOUTHERLY FROM THE CENTER OF HIGHWAY 150, 24.5 FEET EASTERLY FROM THE CENTER OF SIGNAL STREET, 1.0 FOOT SOUTH FROM THE NORTHWEST CORNER OF THE BUILDING, NAVD88 (FT) ELEV. = 748.32'

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA, CITY OF OJAI, AND DESCRIBED AS FOLLOWS:  
PART OF LOTS 1 AND 2 AND A PART OF WOODLAND STREET, NOW ABANDONED, AS SAID LOTS AND STREET ARE DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF FAIR OAKS TRACT," IN THE CITY OF OJAI, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED SEPTEMBER 1, 1887, IN BOOK 2, PAGE 166 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF SAID WOODLAND STREET WITH THE EAST LINE OF MONTGOMERY STREET, AS DELINEATED UPON THE ABOVE DESCRIBED, AS FOLLOWS:  
1ST: NORTH 0° 25' WEST 90 FEET ALONG THE EAST LINE OF MONTGOMERY STREET TO A POINT IN THE SOUTHERLY LINE OF FRANKLIN DRIVE, AS CONVEYED TO THE CITY OF OJAI, A MUNICIPAL CORPORATION, BY DEED RECORDED FEBRUARY 18, 1949 AS INSTRUMENT NO. 2803 IN BOOK 859, PAGE 180 OF OFFICIAL RECORDS; THENCE ALONG THE SAME,  
2ND: NORTH 81° 25' EAST 94 FEET TO A POINT; THENCE,  
3RD: SOUTH 8° 05' EAST 89.09 FEET TO A POINT IN THE CENTER LINE OF SAID WOODLAND STREET; THENCE ALONG SAME,  
4TH: SOUTH 81° 25' WEST 106 FEET TO THE POINT OF BEGINNING.  
APN: 021-0-092-010

CONTACT INFORMATION

OWNER: HABITAT FOR HUMANITY OF VENTURA COUNTY  
C.O. DARCY TAYLOR  
1850 EASTMAN AVENUE  
OXNARD, CA 93030

REGISTERED CIVIL ENGINEER: MICHAEL C. HAMILTON, P.E.  
10 E. FIGUEROA STREET, SUITE 200  
SANTA BARBARA, CA 93101  
(805) 963-8283

UTILITIES

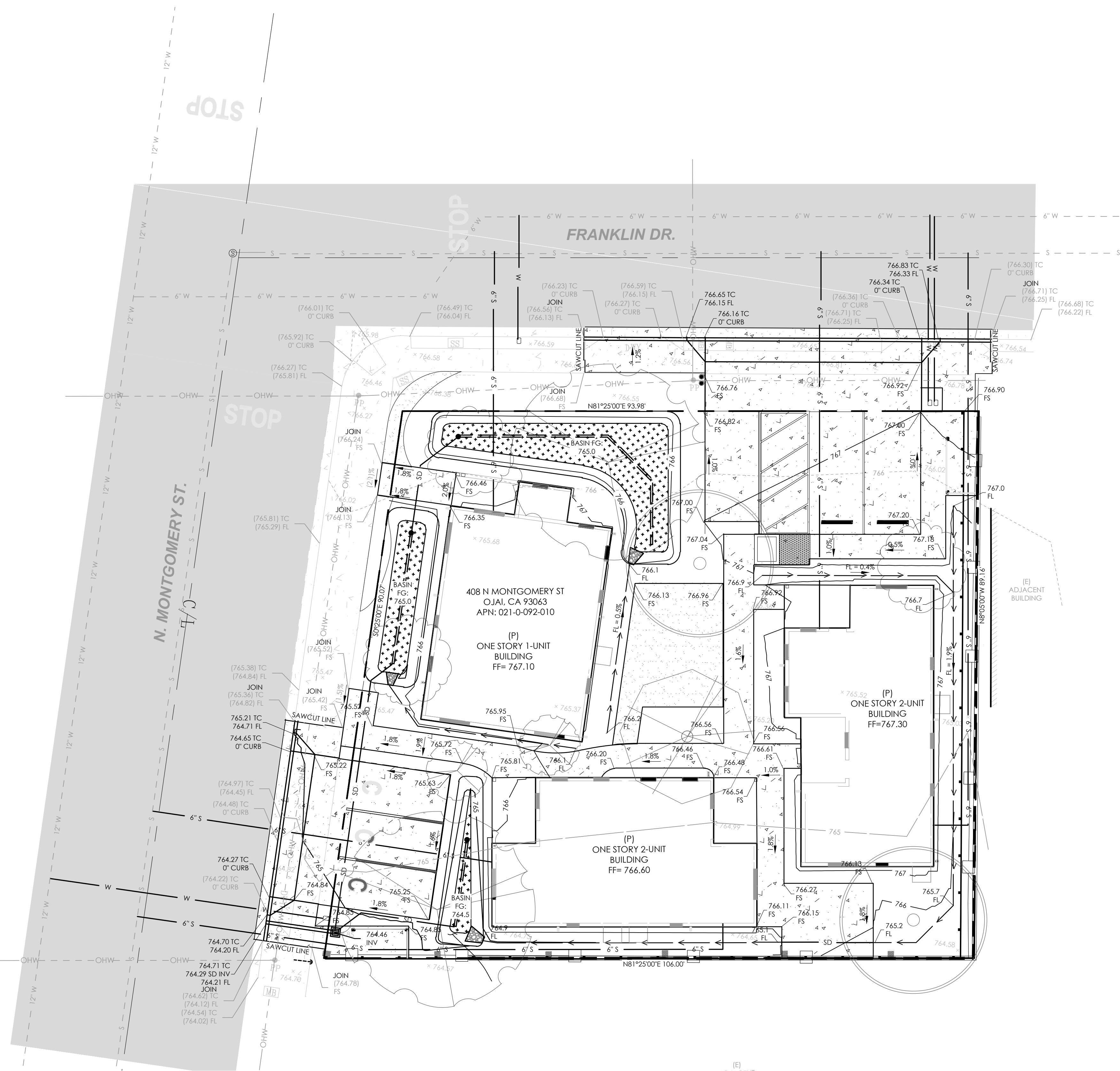
WATER: CASITAS MUNICIPAL WATER DISTRICT  
1055 N VENTURA AVE  
OAK VIEW, CA 93022  
805-649-2251

SEWER: OJAI VALLEY SANITARY DISTRICT  
1072 TICO ROAD  
OJAI, CA 93023  
805-646-5548

ELECTRICAL: SOUTHERN CALIFORNIA EDISON  
2244 WALNUT GROVE AVENUE  
ROSEMEAD, CA 91770  
800-655-4555

GAS: SoCalGas  
800-427-2200

N:\2605-03-HS24-068-N\Montgomery-St-Enhancement\Engineering\TMA-Sheet-Files\Tentative Tract Map-2605-03-HS24.dwg, TTM, Oct 03, 2025, 5:09pm, grobertson



**LEGEND**

---	PROPERTY LINE
---	GRADE BREAK
---	(E) MAJOR CONTOUR
---	(E) MINOR CONTOUR
---	(P) MAJOR CONTOUR
---	(P) MINOR CONTOUR
---	(P) FLOWLINE
---	(P) STORM DRAIN
---	(E) WATER LINE
---	(E) SEWER LINE
---	(E) ASPHALT PAVEMENT
---	(P) CONCRETE PAVEMENT - FINISH PER ARCHITECT PLAN
---	(P) LANDSCAPING
---	(P) BIORETENTION
---	(P) WATER LINE
---	(P) SEWER LINE
---	(P) IRRIGATION LINE

**ABBREVIATIONS**

AC	ASPHALT CONCRETE	RM	TOP OF STRUCTURE
BW	BACK OF WALKWAY	S	SEWER
CO	CLEANOUT	SMH	SEWER MANHOLE
DS	DOWN SPOUT	SDM	STORM DRAIN
EX	EXISTING	SDMH	STORM DRAIN MANHOLE
E	ELECTRICAL	SMH	SEWER MANHOLE
EP	EDGE OF PAVEMENT	STBK	SETBACK
FF	FINISHED FLOOR	TC	TOP OF CURB
FG	FINISHED GRADE	TG	TOP OF GRADE
FL	FIRE HYDRANT	TP	TOP OF PIPE
FL	FLOW LINE	TW	TOP OF WALL
FS	FINISHED SURFACE	U	DRY UTILITIES
FW	FIRE WATER	W	WATER
G	GAS	WM	WATER METER
GM	GAS METER	WV	WATER VALVE
HP	HIGH POINT		
INV	INVERT		
LP	LOW POINT		
N.T.S.	NOT TO SCALE		
(P)	PROPOSED		
PP	POWER POLE		

**GENERAL NOTES**

- THE GRADING CONTRACTOR WILL BE REQUIRED TO POSSES OSHA HAZWOPER TRAINING CERTIFICATES PER 29 CFR 1910.120 & 29 CFR 1296.65 SHOWING A MINIMUM OF 24 HOURS OF TRAINING TO HANDLE HAZARDOUS MATERIALS.
- CONTRACTOR SHALL COORDINATE WITH PROJECT SURVEYOR AND GEOLOGIST TO ACCURATELY LOCATE AND MAP THE PERIMETERS AND FLOOR ELEVATIONS OF EACH EXCAVATION UPON COMPLETION OF EXCAVATION.
- NO IMPORTED SOIL IS ANTICIPATED FOR THIS PROJECT. HOWEVER, IF IMPORTED SOIL IS NEEDED FOR BACKFILL, LABORATORY ANALYSIS OF IMPORTED FILL SOIL SAMPLES SHALL BE CONDUCTED AND MATERIAL APPROVED FOR PLACEMENT BY PROJECT GEOLOGIST OR GEOTECHNICAL ENGINEER.
- IF WORK OCCURS DURING THE BIRD NESTING SEASON (FEBRUARY 1 THROUGH AUGUST) A QUALIFIED BIOLOGIST WILL CONDUCT A PRE-CONSTRUCTION SURVEY TO DETERMINE WHETHER ANY ACTIVE NESTS ARE PRESENT WITHIN THE PROJECT AREA OF EFFECT. SEE SITE UPDATED BIOLOGICAL ASSESSMENT REPORT PREPARED BY STORER ENVIRONMENTAL SERVICES DATED AUGUST 16, 2019 FOR MORE INFORMATION.
- FOLLOWING COMPLETION OF SOIL REMEDIATION AND SITE RECONTOURING, THE PROJECT SITE SHALL BE HYDROSEED WITH A NATIVE EROSION CONTROL SEED MIX AND A FLEXIBLE GROWTH MEDIUM (E.G., FLEXITERRA). THE HYDROSEED WORK SHALL BE CONDUCTED BY AN EXPERIENCED HYDROSEED CONTRACTOR WITH OVERSIGHT FROM QUALIFIED BIOLOGIST. SEED MIX LABELS USED IN THE HYDROSEED SHALL BE CHECKED TO VERIFY THE APPROPRIATE SEED MIX IS BEING USED AND WILL BE RETAINED FOR DOCUMENTATION PURPOSES.

TOTAL DISTURBED/GRADED AREA SHALL BE HYDROSEED. TOTAL AREA IS APPROXIMATELY 88,430 SF AS SHOWN PER PLAN.

**UTILITIES**

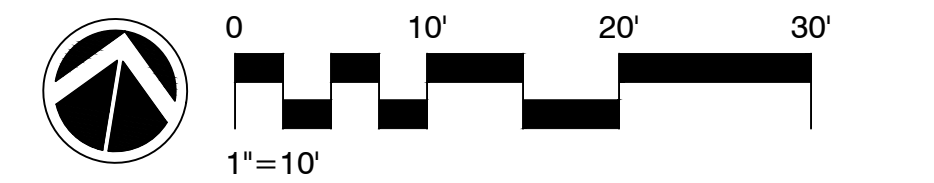
WATER:	CASITAS MUNICIPAL WATER DISTRICT 1055 N VENTURA AVE OAK VIEW, CA 93022 805-649-2251
SEWER:	OJAI VALLEY SANITARY DISTRICT 1072 TICCO ROAD OJAI, CA 93023 805-646-5548
ELECTRICAL:	SOUTHERN CALIFORNIA EDISON 2244 WALNUT GROVE AVENUE ROSEMEAD, CA 91770 800-655-4555
GAS:	SoCalGas 800-427-2200

**CONTACT INFORMATION**

OWNER:	HABITAT FOR HUMANITY OF VENTURA COUNTY C.O. DARCY TAYLOR 1850 EASTMAN AVENUE OXNARD, CA 93030
REGISTERED CIVIL ENGINEER:	MICHAEL C. HAMILTON, P.E. 10 E FIGUEROA STREET, SUITE 200 SANTA BARBARA, CA 93101 (805) 963-8283

**SHEET INDEX**

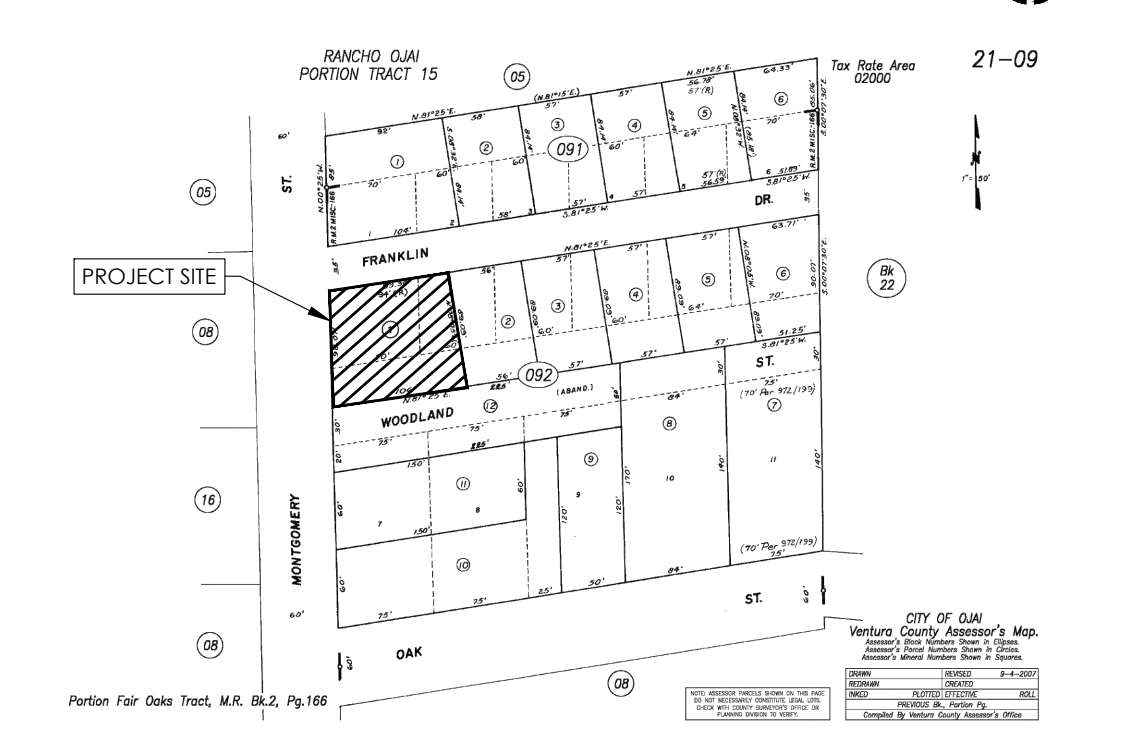
TM	TENTATIVE TRACT MAP
C1	PRELIMINARY GRADING AND DRAINAGE PLAN
C2	PRELIMINARY UTILITY PLAN
C3	EROSION AND SEDIMENT CONTROL PLAN
C4	GRADING DETAILS



**VICINITY MAP** SCALE: N.T.S.



**ASSESSOR'S MAP** SCALE: N.T.S.



**TOPOGRAPHIC INFORMATION**

SURVEY PREPARED BY: WESTCON ENGINEERING, INC.  
3774 LINDERO CANYON ROAD  
SUITE D-295  
WESTLAKE VILLAGE, CA 91362  
PH: 818.226.0444

DATE: FEBRUARY 14, 2023

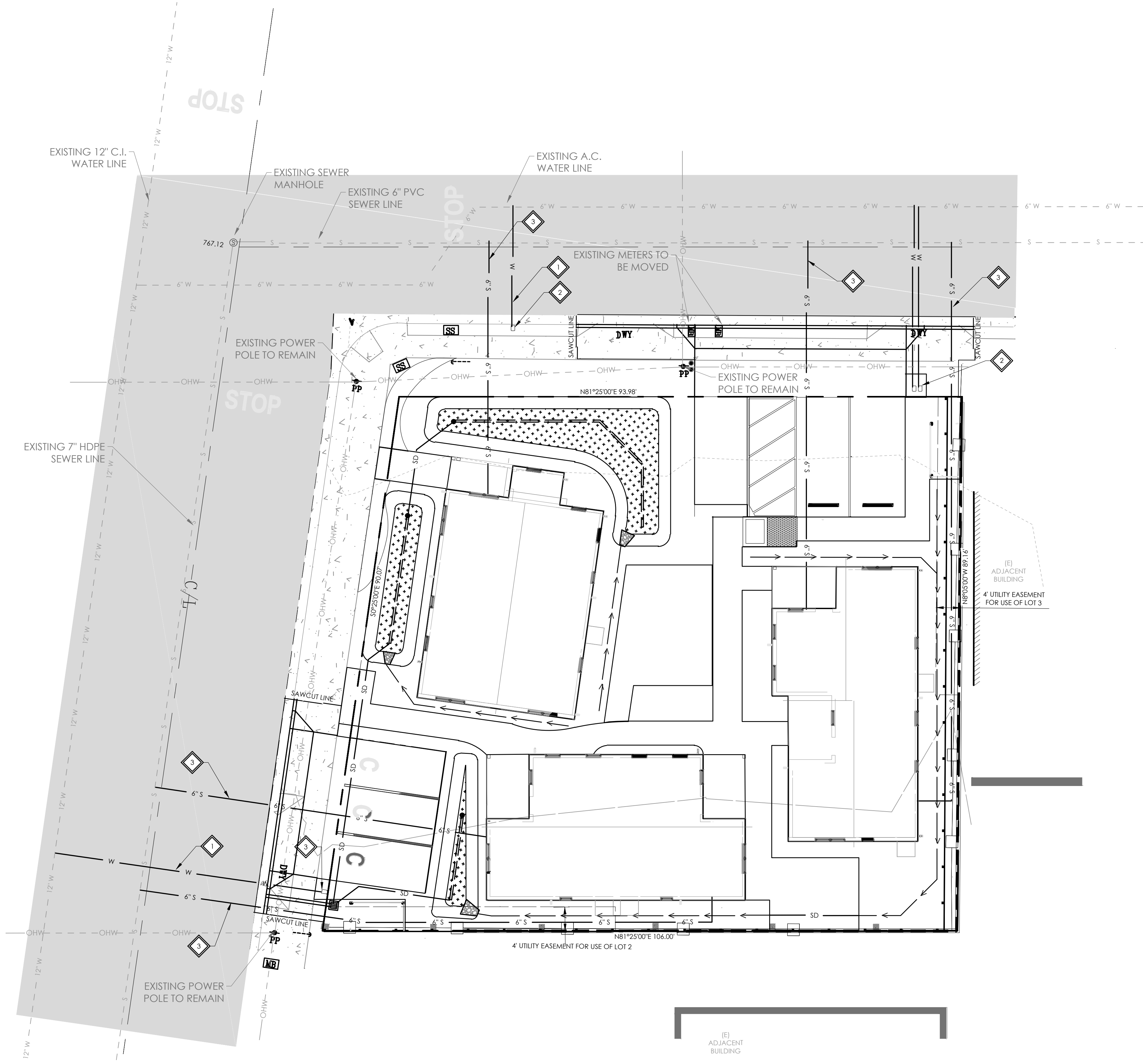
- THE BASIS OF BEARINGS FOR THIS SURVEY IS 500°25'00". ON THE CENTERLINE OF MONTGOMERY STREET AS SHOWN ON FAIR VIEW TRACT AS PER MAP RECORDED IN BOOK 2, PAGE 170, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
- BENCHMARK: FD AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HIGHWAY 150 (OJAI AVENUE) AND SIGNAL STREET. SET VERTICALLY IN THE WEST FACE OF THE WEST CONCRETE WALL OF THE POST OFFICE, 42.5 FEET SOUTHERLY FROM THE CENTER OF HIGHWAY 150, 24.5 FEET EASTERLY FROM THE CENTER OF SIGNAL STREET, 1.0 FOOT SOUTH FROM THE NORTHWEST CORNER OF THE BUILDING.
- LEGAL DESCRIPTION: THE LAND REFERRED TO IN THIS SURVEY IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF VENTURA, AND IS DESCRIBED AS FOLLOWS:  
FOR LOT 1 OF FAIROAKS TRACT AS PER MAP RECORDED IN BOOK 2 PAGE 166 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
- NAVD88 (FT), ELEV = 748.32'
- 1 FOOT CONTOUR INTERVALS.

**EARTHWORK QUANTITIES**

RAW CUT:	21 CY
RAW FILL:	367 CY
NET QTY:	346 CY <FILL>
TOTAL DISTURBED AREA:	10,480 SF (0.24 AC)

THE RAW EARTHWORK QUANTITIES SHOWN HEREON REPRESENT THE ESTIMATED VOLUMETRIC DIFFERENCE BETWEEN THE PROPOSED ROUGH GRADE AND THE LIMITED TOPOGRAPHIC EXISTING GRADES. THESE ESTIMATES DO NOT MAKE CONSIDERATIONS FOR LOSSES OR BULKING DUE TO: SHRINKAGE, SOIL AMENDMENTS, STABILIZATION, CONSTRUCTION TECHNIQUE, FOOTING & TRENCHING SPOILS, ETC. THESE, IN ADDITION TO ACTUAL FIELD CONDITIONS AND THE FINAL RECOMMENDATIONS OF THE SOILS ENGINEER MAY SIGNIFICANTLY EFFECT THE FINAL IMPORT/EXPORT QUANTITIES.

N:\2605-03-HS24-08-N-Montgomery-St-Enhancement\Engineering\Drawings\Sheet-Files\GRAD\2605-03-HS24.dwg, C1, Oct 03, 2025 5:09pm, gcbetison

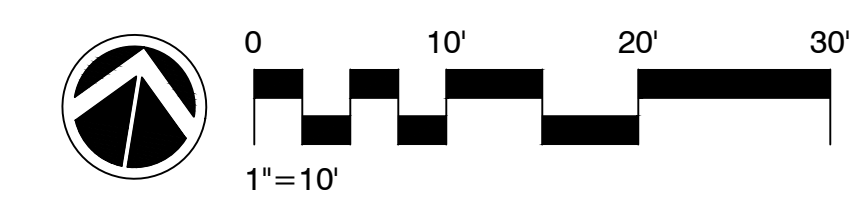


**LEGEND**

---	PROPERTY LINE
- - - -	EASEMENT
- - - -	SETBACK
—100—	(E) MAJOR CONTOUR
.....100.....	(E) MINOR CONTOUR
—100—	(P) MAJOR CONTOUR
.....100.....	(P) MINOR CONTOUR
x x x x	(P) FENCE
→ → → →	(P) FLOWLINE
- - - - SD - - - -	(E) STORM DRAIN
- - - - W - - - -	(E) WATER LINE
- - - - S - - - -	(E) SEWER LINE
- - - - SD - - - -	(P) STORM DRAIN
- - - - W - - - -	(P) WATER LINE
- - - - S - - - -	(P) SEWER LINE

- UTILITY CONSTRUCTION NOTES**
- ◆ PROPOSED WATER LATERAL AND NEW SERVICE CONNECTION TO METER
  - ◆ PROPOSED WATER METER
  - ◆ PROPOSED 6" SEWER LATERAL

- UTILITIES**
- WATER: CASITAS MUNICIPAL WATER DISTRICT  
1055 N VENTURA AVE  
OAK VIEW, CA 93022  
805-649-2251
  - SEWER: OJAI VALLEY SANITARY DISTRICT  
1072 TICO ROAD  
OJAI, CA 93023  
805-646-5548
  - ELECTRICAL: SOUTHERN CALIFORNIA EDISON  
2244 WALNUT GROVE AVENUE  
ROSEMead, CA 91770  
800-655-4555
  - GAS: SoCalGas  
800-427-2200



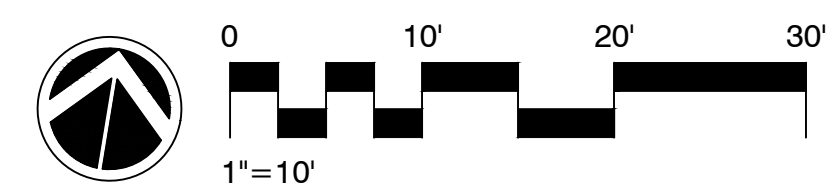
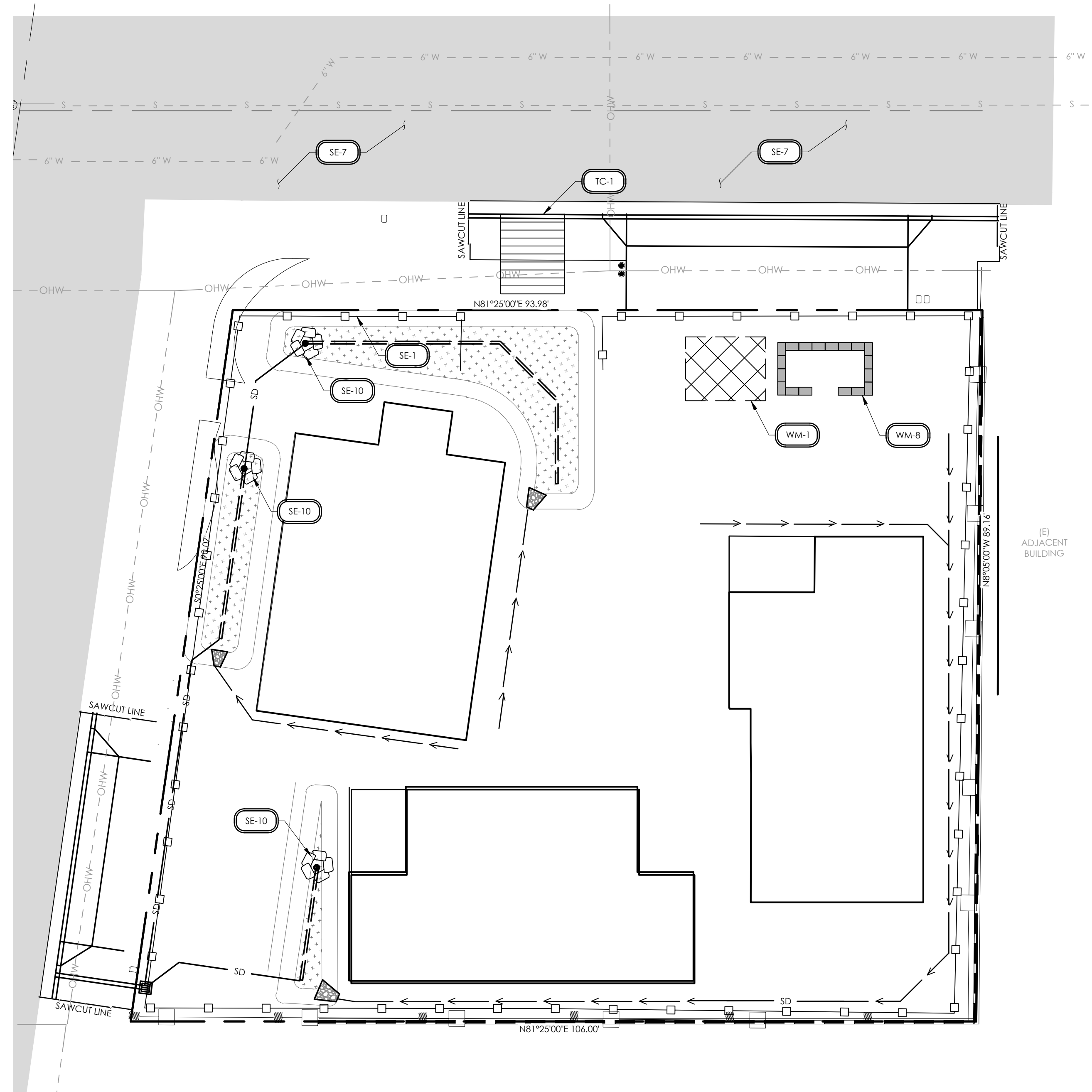
N:\2605-03-HS24-068-N\Montgomery-St-Entitlement\Engineering\Dev\Sheet-Files\UTIL\_2605-03-HS24.dwg, C2, Oct 03, 2025, 5:09pm, grobenston

**CONTRACTOR NOTES**

- CONTRACTOR SHALL PREVENT WATER CONTAMINATION DURING CONSTRUCTION BY IMPLEMENTING THE FOLLOWING CONSTRUCTION SITE MEASURES:
  - ALL ENTRANCES/EXITS TO THE CONSTRUCTION SITE SHALL BE STABILIZED USING METHODS DESIGNED TO REDUCE TRANSPORT OF SEDIMENT OFF SITE.
  - STABILIZING MEASURES MAY INCLUDE BUT ARE NOT LIMITED TO USE OF GRAVEL PADS, STEEL RUMBLE PLATES, TEMPORARY PAVING, ETC.
  - ANY SEDIMENT OR OTHER MATERIALS TRACKED OFF SITE SHALL BE REMOVED THE SAME DAY AS THEY ARE TRACKED USING DRY CLEANING METHODS.
  - ENTRANCES/EXITS SHALL BE MAINTAINED UNTIL GRADED AREAS HAVE BEEN STABILIZED BY STRUCTURES, LONG-TERM EROSION CONTROL MEASURES OR LANDSCAPING.
  - APPLY CONCRETE, ASPHALT, AND SEAL COAT ONLY DURING DRY WEATHER.
  - COVER STORM DRAINS AND MANHOLES WITHIN THE CONSTRUCTION AREA WHEN PAVING OR APPLYING SEAL COAT, SLURRY, FOG SEAL, ETC.
  - STORE, HANDLE AND DISPOSE OF CONSTRUCTION MATERIALS AND WASTE SUCH AS PAINT, MORTAR, CONCRETE SLURRY, FUELS, ETC., IN A MANNER WHICH MINIMIZES THE POTENTIAL FOR STORM WATER CONTAMINATION.
- WITHIN 30 DAYS OF COMPLETION OF GRADING ACTIVITIES, CONTRACTOR SHALL USE HYDRO-SEED, STRAW BLANKETS, GEOTEXTILE BINDING FABRICS OR OTHER P&D APPROVED METHODS AS NECESSARY TO HOLD SOPE SOILS UNTIL LANDSCAPE VEGETATION IS ESTABLISHED. P&D MAY REQUIRE THE RESEEDING OF SURFACES GRADED FOR THE PLACEMENT OF STRUCTURES IF CONSTRUCTION DOES NOT COMMENCE WITHIN 30 DAYS OF GRADING.
- CONTRACTOR SHALL DESIGNATE A CONSTRUCTION EQUIPMENT FILLING AND STORAGE AREA(S) TO CONTAIN SPILLS, FACILITATE CLEAN-UP AND PROPER DISPOSAL AND PREVENT CONTAMINATION FROM DISCHARGING TO THE STORM DRAINS, STREET, DRAINAGE DITCHES, CREEKS, OR WETLANDS. THE AREAS SHALL BE NO LARGER THAN 50 X 50 FOOT UNLESS OTHERWISE APPROVED BY P&D AND SHALL BE LOCATED AT LEAST 100 FEET FROM ANY STORM DRAIN, WATER BODY OR SENSITIVE BIOLOGICAL RESOURCES.
- GRADING AND EROSION AND SEDIMENT CONTROL PLANS SHALL BE DESIGNED TO MINIMIZE EROSION DURING CONSTRUCTION AND SHALL BE IMPLEMENTED FOR THE DURATION OF THE GRADING PERIOD AND UNTIL RE-GRADED AREAS HAVE BEEN STABILIZED BY STRUCTURES, LONG-TERM EROSION CONTROL MEASURES OR PERMANENT LANDSCAPING.
- THESE MEASURES ARE REQUIRED FOR ALL PROJECTS INVOLVING EARTHMOVING ACTIVITIES REGARDLESS OF THE PROJECT SIZE OR DURATION. PROPER IMPLEMENTATION OF THESE MEASURES IS ASSUMED TO FULLY MITIGATE FUGITIVE DUST EMISSIONS. DURING CONSTRUCTION, USE WATER TRUCKS OR SPRINKLER SYSTEMS TO KEEP ALL AREAS OF VEHICLE MOVEMENT DAMP ENOUGH TO PREVENT DUST FROM LEAVING THE SITE. AT A MINIMUM, THIS SHOULD INCLUDE WETTING DOWN SUCH AREAS IN THE LATE MORNING AND AFTER WORK IS COMPLETED FOR THE DAY. INCREASED WATERING FREQUENCY SHOULD BE REQUIRED WHENEVER THE WIND SPEED EXCEEDS 15 MPH. RECLAIMED WATER SHOULD BE USED WHENEVER POSSIBLE. HOWEVER, RECLAIMED WATER SHOULD NOT BE USED IN OR AROUND CROPS FOR HUMAN CONSUMPTION. MINIMIZE AMOUNT OF DISTURBED AREA AND REDUCE ON SITE VEHICLE SPEEDS TO 15 MPH OR LESS. IF IMPORTATION, EXPORTATION AND STOCKPILING OF FILL MATERIAL IS INVOLVED, SOIL STOCKPILED FOR MORE THAN TWO DAYS SHALL BE COVERED, KEPT MOIST, OR TREATED WITH SOIL BINDERS TO PREVENT DUST GENERATION. TRUCKS TRANSPORTING FILL MATERIAL TO AND FROM THE SITE SHALL BE TARPED FROM THE POINT OF ORIGIN. GRAVEL PADS SHALL BE INSTALLED AT ALL ACCESS POINTS TO PREVENT TRACKING OF MUD ONTO PUBLIC ROADS. AFTER CLEARING, GRADING, EARTH MOVING OR EXCAVATION IS COMPLETED, TREAT THE DISTURBED AREA BY WATERING, OR REVEGETATING, OR BY SPREADING SOIL BINDERS UNTIL THE AREA IS PAVED OR OTHERWISE DEVELOPED SO THAT DUST GENERATION WILL NOT OCCUR.
- THE CONTRACTOR OR BUILDER SHALL DESIGNATE A PERSON OR PERSONS TO MONITOR THE DUST CONTROL PROGRAM AND TO ORDER INCREASED WATERING, AS NECESSARY, TO PREVENT TRANSPORT OF DUST OFFSITE. THEIR DUTIES SHALL INCLUDE HOLIDAY AND WEEKEND PERIODS WHEN WORK MAY NOT BE IN PROGRESS. THE NAME AND TELEPHONE NUMBER OF SUCH PERSONS SHALL BE PROVIDED TO THE AIR POLLUTION CONTROL DISTRICT PRIOR TO LAND USE CLEARANCE FOR MAP RECORDATION AND LAND USE CLEARANCE FOR FINISH GRADING OF THE STRUCTURE.

**GENERAL EROSION CONTROL NOTES**

- THE CONTRACTOR SHALL BE OR DESIGNATE A QUALIFIED QSP (QUALIFIED SWPPP PRACTITIONER) SHALL HAVE THE APPROPRIATE TRAINING AND OVERSIGHT OF THE SWPPP AND ITS REQUIREMENTS. THE QSP SHALL BE RESPONSIBLE FOR ALL INSPECTIONS AND OBSERVATIONS OF THE BMP'S AND IMPLEMENTATION OF ANY CHANGES NEED TO BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE GENERAL PERMIT. THE QSP SHALL HOLD A PRE-CONSTRUCTION MEETING WITH ALL CONTRACTORS AND SUBCONTRACTORS THAT WILL BE WORKING AT THE SITE AND INFORM THEM ON THE REQUIREMENTS OF THE GENERAL PERMIT AND THE SWPPP.
- THE QSD (QUALIFIED SWPPP DEVELOPER) SHALL APPROVE AND CERTIFY ALL AMENDMENTS TO THE SWPPP AND THE ANNUAL CERTIFICATIONS.
- IF FAILURE OF ANY OF THE BMP'S SHOULD RESULT IN NTU'S THAT EXCEED THE LIMITS OF THE GENERAL PERMIT REQUIREMENTS, THE QSP SHALL IMPLEMENT THE CHANGES NECESSARY TO KEEP THE VIOLATION FROM HAPPENING AGAIN, AND REPORT THE VIOLATION VIA THE SMARTS SYSTEM PER THE REQUIREMENTS OF THE GENERAL PERMIT. (SEE SWPPP)
- IF WATER MONITORING BECOMES NECESSARY PER THE REQUIREMENTS OF THE GENERAL PERMIT, THEN THE PERSON OR PERSONS DOING THE MONITORING SHALL HAVE THE APPROPRIATE TRAINING AND QUALIFICATION TO PERFORM SUCH MONITORING.
- EROSION CONTROL SHEETS SHOWS THE WATER MONITORING LOCATION THAT HAS BEEN CHOSEN FOR THIS SITE BY THE QSD. THE QSP SHALL REVIEW THESE LOCATION AND REPORT BACK TO THE QSD IF THIS LOCATION IS DEEMED UNSAFE OR UNSUITABLE FOR ANY REASONS.
- THE QSP SHALL ASSURE ALL SAFETY PRECAUTIONS NECESSARY HAVE BEEN IMPLEMENTED TO DO THE WATER MONITORING.
- A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 15 THROUGH APRIL 15). NECESSARY MATERIALS SHALL BE AVAILABLE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- THE CONTRACTOR SHALL CONSTRUCT TEMPORARY EROSION CONTROL MEASURES AS SHOWN ON THIS PLAN AND/OR AS DIRECTED BY THE ENGINEER OR QSD TO CONTROL DRAINAGE WHICH HAS BEEN AFFECTED BY GRADING AND/OR TRENCHING
- THE CONTRACTOR WILL BE ON CALL IN THE EVENT IT IS NECESSARY TO IMPLEMENT EROSION CONTROL MEASURES OR IN THE EVENT OF AN EMERGENCY.
- ALL STORMWATER CONTROL MEASURES THAT ARE IDENTIFIED IN THE REAP SHALL BE IN PLACE MIN. OF 24 HRS. PRIOR TO FORECAST RAINS.
- AFTER A RAINSTORM, ALL BMP'S SHALL BE INSPECTED AND ANY BUILDUP OF SEDIMENTS SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
- THE ENGINEER OF RECORD, QSD OR AN AUTHORIZED REPRESENTATIVE MAY REQUIRE THE DEVELOPER AT ANY TIME TO INSTALL AND/OR CONSTRUCT ADDITIONAL DRAINAGE STRUCTURES AS NECESSARY TO PREVENT OR CONTROL EROSION.
- THE EROSION CONTROL DEVICES ON THIS PLAN ARE A GENERAL CONCEPT OF WHAT MAY BE REQUIRED. EROSION CONTROL DEVICES MAY BE RELOCATED, DELETED OR ADDITIONAL ITEMS MAY BE REQUIRED DEPENDING ON THE ACTUAL SOIL CONDITIONS ENCOUNTERED. EROSION CONTROL DEVICES MAY BE PLACED AT THE DISCRETION OF THE QSP AS APPROVED BY THE QSD.
- THE CONTRACTOR IS RESPONSIBLE TO KEEP IN FORCE ALL EROSION CONTROL DEVICES AND TO MODIFY THOSE DEVICES AS SITE PROGRESS DICTATES.
- THE CONTRACTOR SHALL MONITOR THE EROSION CONTROL DEVICES DURING STORMS AND MODIFY THEM IN ORDER TO PREVENT PROGRESS OF ANY ONGOING EROSION.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING ANY EROSION OR DEBRIS SPILLING ONTO A PUBLIC STREET DAILY.
- THE CONTRACTOR SHALL CONTACT THE QSD IN THE EVENT THAT THE EROSION CONTROL PLAN AS DESIGNATED REQUIRES ANY SUBSTANTIAL REVISIONS.
- DURING GRADING OPERATIONS IF AN AREA OF DISTURBANCE IS TO REMAIN IDLE FOR A PERIOD OF 2 OR MORE WEEKS, THE DISTURBED AREAS SHALL BE COVERED WITH MULCH, STRAW OR SOME OTHER TYPE OF BMP TO PREVENT EROSION DURING RAIN EVENTS.
- THE CONTRACTOR SHALL PROVIDE STREET SWEEPING ONGOING DURING CONSTRUCTION TO PREVENT ANY SEDIMENTS FROM BEING TRACKED OFF-SITE OR TO AREAS THAT MAY CONTRIBUTE TO SEDIMENTS BEING DEPOSITED INTO THE STORM DRAIN SYSTEM.
- POST CONSTRUCTION BMP'S INCLUDING PLANTINGS, SHRUBS, GROUND COVER AND TREES AS SHOWN ON THE LANDSCAPING PLANS SHALL BE IN PLACE AS SOON AS PRACTICAL.
- CONTRACTOR TO INSTALL SILT FENCING AT ALL PERIMETER LOCATIONS THAT HAVE THE POTENTIAL TO DISCHARGE STORMWATER OFF-SITE.
- CONTRACTOR TO PROTECT ALL YARD AND LANDSCAPE AREA DRAINS FROM SEDIMENTS UNTIL LANDSCAPING IS COMPLETED AND VEGETATION ESTABLISHED.
- GRAVEL BAGS ORIENTED TO SLOW THE FLOW OF STORM WATER RUNOFF SHALL BE PLACED IN THE CONCRETE GUTTERS IN THE ON-SITE ROADWAY TO HELP FILTER OUT ANY SEDIMENTS. THESE GRAVEL BAGS SHALL BE PLACED 50' O/C MAX. SEDIMENTS THAT ACCUMULATE AT THE GRAVEL BAGS SHALL BE REMOVED AFTER EACH RAIN EVENT.
- THE CONTRACTOR SHALL KEEP TWO ACCEPTABLE RAIN GAUGES ON-SITE TO MONITOR RAIN EVENTS DURING CONSTRUCTION.
- THE CONTRACTOR SHALL IMPLEMENT EFFECTIVE WIND EROSION CONTROLS.
- IN THE EVENT OF A RELEASE OF A REPORTABLE QUANTITY OF A POLLUTANT, THE CONTRACTOR SHALL ADVISE THE OWNER TO NOTIFY THE NATIONAL RESPONSE CENTER AND THE COUNTY OF SANTA BARBARA. IF NECESSARY, THIS POLLUTION PREVENTION PLAN SHOULD BE REVISED TO REFLECT THE CHANGE IN CONDITIONS OF THE CONSTRUCTION ACTIVITY. A REPORTABLE QUANTITY IS ESTABLISHED BY THE 40 CODE OF FEDERAL REGULATIONS (CFR) 1117.3 OR 40 CFR 302.4.
- EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED TO THE SATISFACTION OF THE BUILDING OFFICIAL AND PUBLIC WORKS DIRECTOR DURING ALL DEMOLITIONS, CONSTRUCTION AND GROUND DISTURBING ACTIVITIES.
- TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED WHEN PERMANENT IMPROVEMENTS, PLANTINGS, AND FACILITIES ARE IN PLACE. TEMPORARY MEASURES SHALL BE REMOVED PRIOR TO FINAL INSPECTION APPROVALS.
- STOCKPILE MANAGEMENT SHALL BE IN CONFORMANCE WITH BMP WM-3 FROM THE CASQA STORM WATER BEST MANAGEMENT PRACTICE CONSTRUCTION HANDBOOK.
- SEE LANDSCAPING PLANS FOR MORE INFORMATION ON POST CONSTRUCTION VEGETATION BMP'S.



**LEGEND**

BMP*	SYMBOL
EC-2	EC-2: PRESERVATION OF EXISTING VEGETATION
SE-1	SE-1: SILT FENCE
SE-5	SE-5: FIBER ROLLS
SE-7	SE-7: STREET SWEEPING & VACUUMING
SE-10	SE-10: STORM DRAIN INLET PROTECTION
TC-1	TC-1: STABILIZED CONSTRUCTION ENTRANCE/EXIT
WM-1	WM-1: MATERIAL DELIVERY & STORAGE CONSTRUCTION STAGING AREA
WM-8	WM-8: CONCRETE WASTE MANAGEMENT

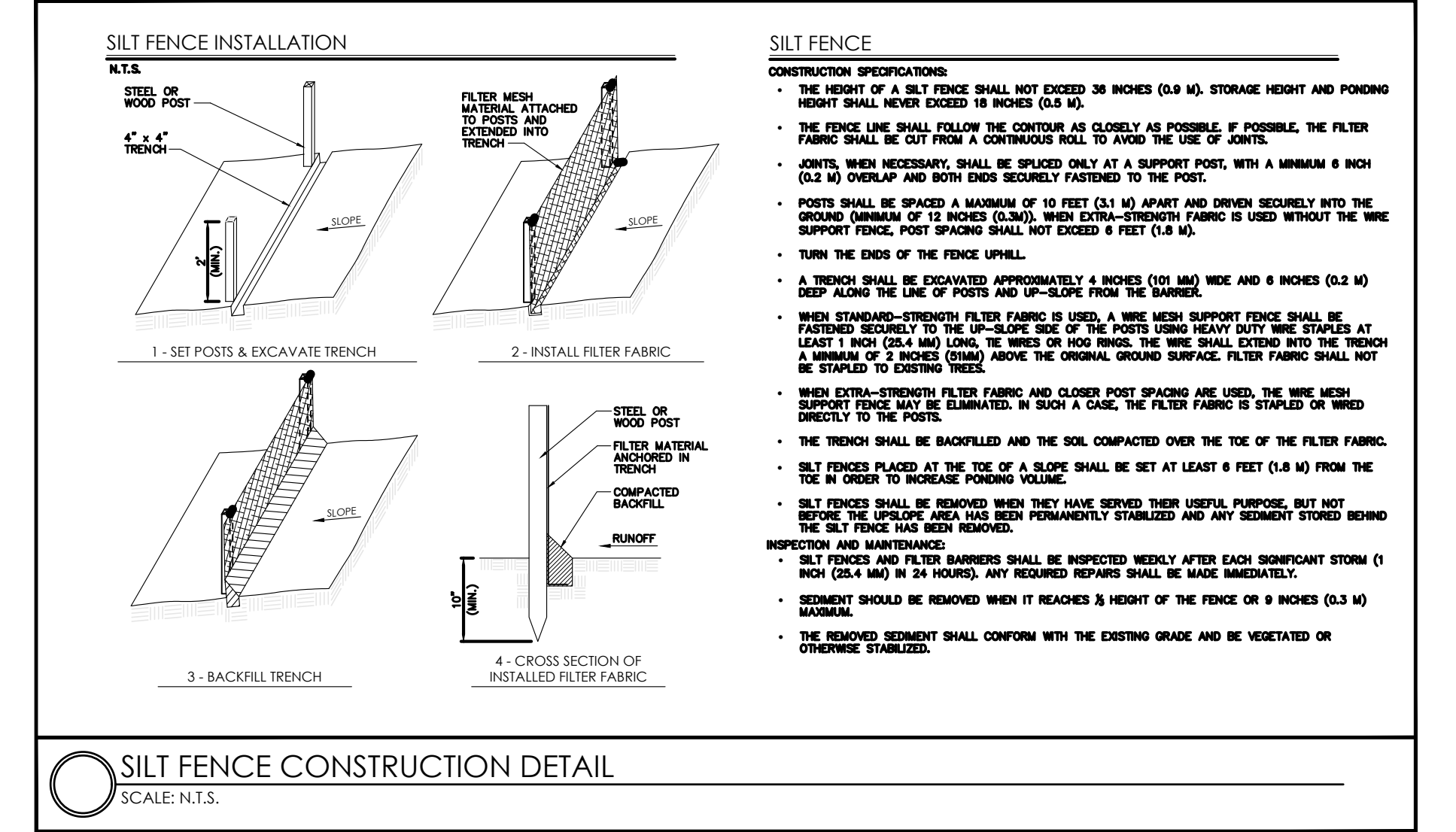
\* REFERS TO BMP DESIGNATION GIVEN IN THE CASQA STORMWATER BEST MANAGEMENT PRACTICE CONSTRUCTION HANDBOOK. SEE HANDBOOK FOR BMP DETAILS AND IMPLEMENTATION STRATEGIES.

**CASQA CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMPs)**

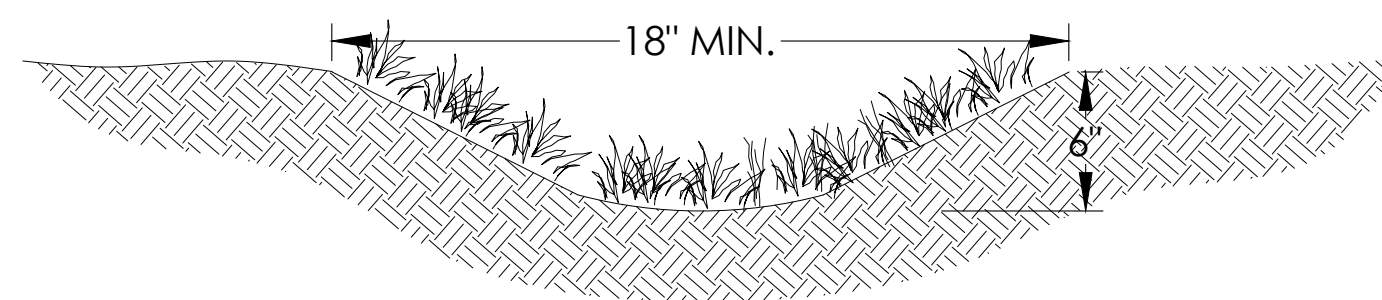
TEMPORARY SOIL STABILIZATION	TEMPORARY SEDIMENT CONTROL
EC-1: SCHEDULING	SE-1: SILT FENCE
EC-2: PRESERVATION OF EXISTING VEGETATION	SE-5: FIBER ROLLS
	SE-7: STREET SWEEPING & VACUUMING
	SE-10: STORM DRAIN INLET PROTECTION
WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL	TRACKING CONTROL
WM-1: MATERIAL DELIVERY & STORAGE	TC-1: STABILIZED CONSTRUCTION ENTRANCE/EXIT
WM-8: CONCRETE WASTE MANAGEMENT	

**SITE SPECIFIC EROSION CONTROL NOTES**

- PERIMETER CONTROL BMP'S AND STABILIZED CONSTRUCTION ENTRANCES SHALL BE IN PLACE PRIOR TO ANY GROUND DISTURBANCE.
- THESE PLANS ARE INTENDED TO REPRESENT DIFFERENT PHASES DURING CONSTRUCTION. THE CONTRACTOR SHALL IMPLEMENT THE BMP'S SHOWN AND/OR ANY OTHER MEASURES NECESSARY DURING CONSTRUCTION TO BE IN COMPLIANCE WITH THE GENERAL PERMIT. IMPLEMENTATION OF THE BMP'S SHOWN ON THESE PLANS DO NOT RELIEVE THE OWNER OR HIS/HER REPRESENTATIVE FROM RESPONSIBILITY OF IMPLEMENTING ALL MEASURES NEEDED TO BE IN COMPLIANCE.
- THE CONTRACTOR SHALL USE CLASS II BASE FOR THE STABILIZED CONSTRUCTION ROADWAY OR ALTERNATE METHODS THAT ACHIEVE THE DESIRED RESULTS. THIS BMP SHALL BE IMPLEMENTED TO ALL BUILDING PADS PRIOR TO VERTICAL CONSTRUCTION, OR AS SOON AS PRACTICAL.
- THE CONTRACTOR MAY UTILIZE RUMBLE PLATES IN LIEU OF RIP RAP AT THE CONSTRUCTION ENTRANCES AS LONG AS THEY ACCOMPLISH THE DESIRED RESULTS.
- ANY SEDIMENTS TRACKED OFFSITE SHALL BE CLEANED DAILY BY MEANS OF MOBILE STREET SWEEPERS.
- ANY GRADED AREAS THAT ARE GOING TO SIT IDLE FOR MORE THAN TWO WEEKS, SHALL HAVE AN APPROPRIATE GROUND COVER BMP APPLIED.
- THE LOCATIONS SHOWN FOR THE EQUIPMENT AND MATERIAL DELIVERY STORAGE AREAS AND CONCRETE WASTE CLEANOUT MAY BE RELOCATED DURING CONSTRUCTION.



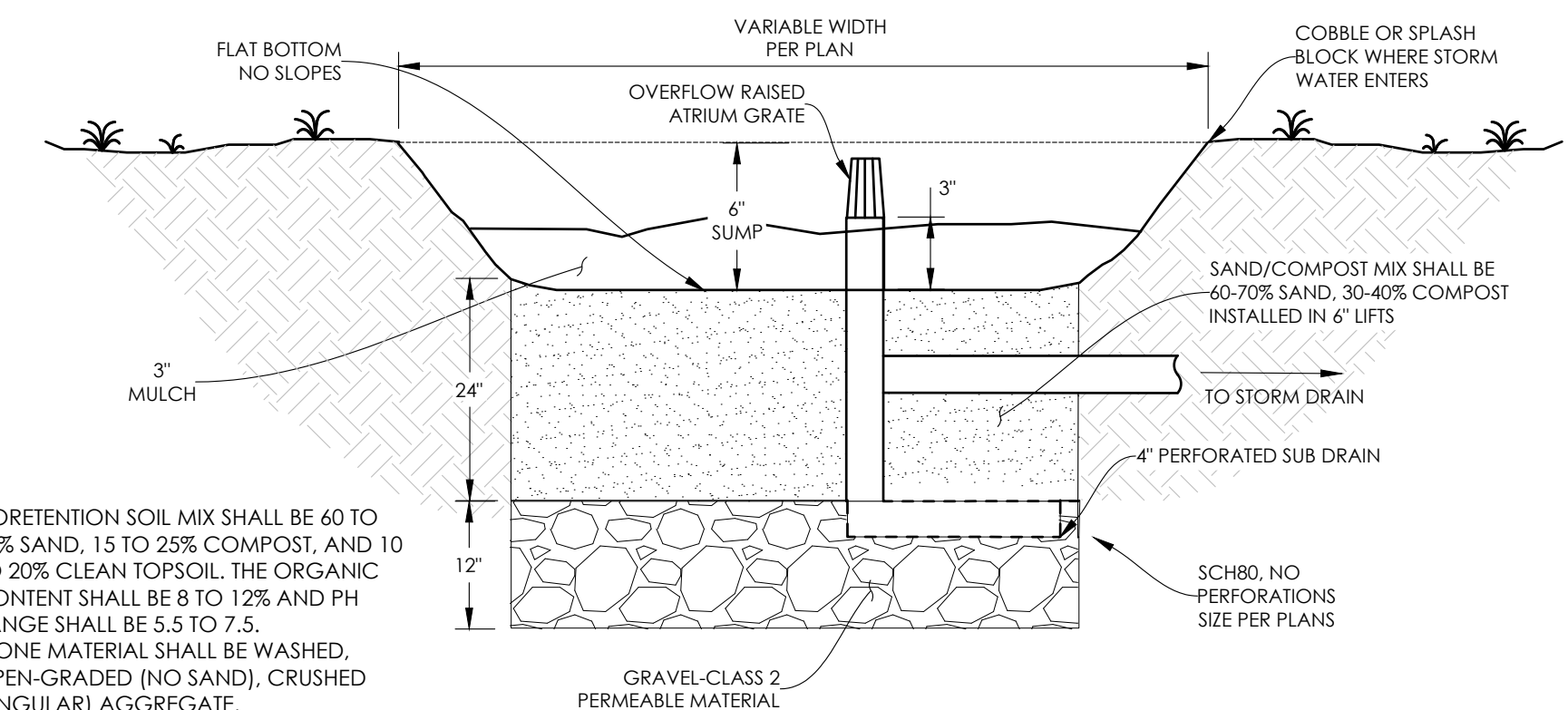
N:\2605\03-HS24-408-N-Montgomery-St-Enhancement\Engineering\Design\Sheet-Files\ESCP-2605-03-HS24.dwg, C3, Oct 03, 2025 5:10pm, groberison



**NOTES:**  
 1. SOIL AMENDMENTS SHALL BE AMENDED WITH 2 INCHES OF WELL-ROTTED COMPOST, UNLESS THE ORGANIC CONTENT IS ALREADY GREATER THAN 10%. THE COMPOST SHALL BE MIXED INTO THE NATIVE SOILS TO A DEPTH OF 6 INCHES TO PREVENT SOIL LAYERING AND WASHOUT OF COMPOST, THE COMPOST WILL CONTAIN NO SAWDUST, GREEN OR UNDER-COMPOSTED MATERIAL, OR ANY OTHER TOXIC OR HARMFUL SUBSTANCE. IT SHALL CONTAIN NO UN-STERILIZED MANURE, WHICH CAN LEAD TO HIGH LEVELS OF PATHOGEN INDICATORS (COLIFORM BACTERIA).

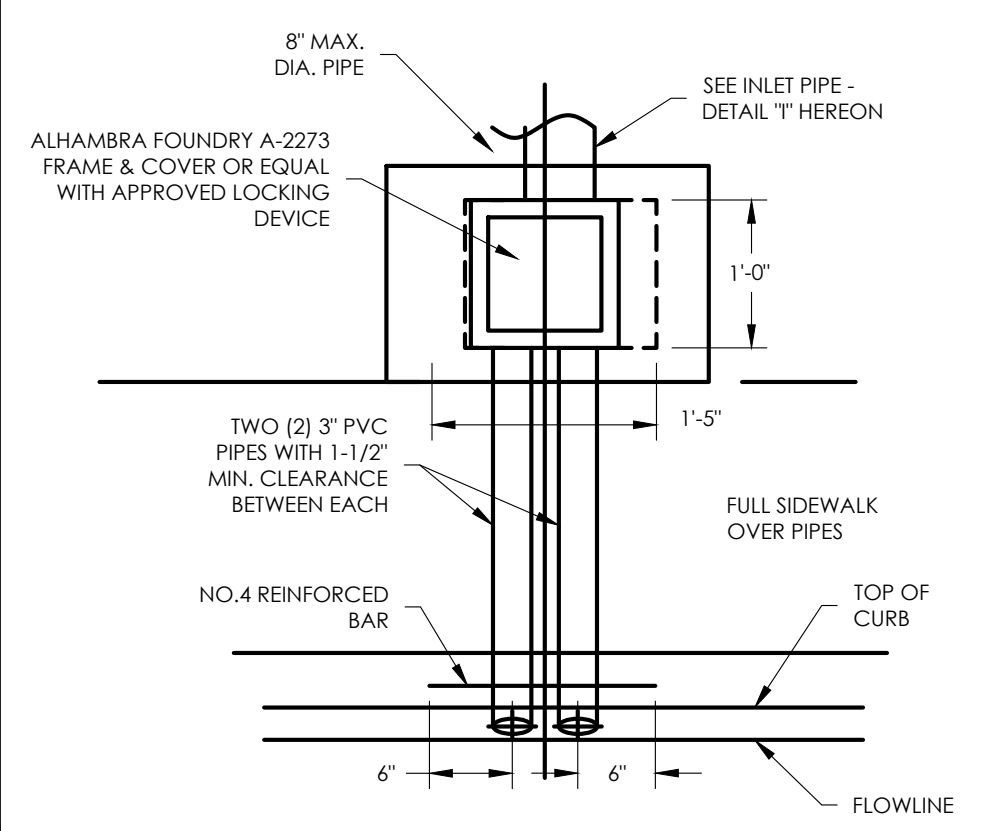
**IN THE RUNOFF.**

**EARTHEN SWALE CROSS-SECTION**  
 SCALE: N.T.S.

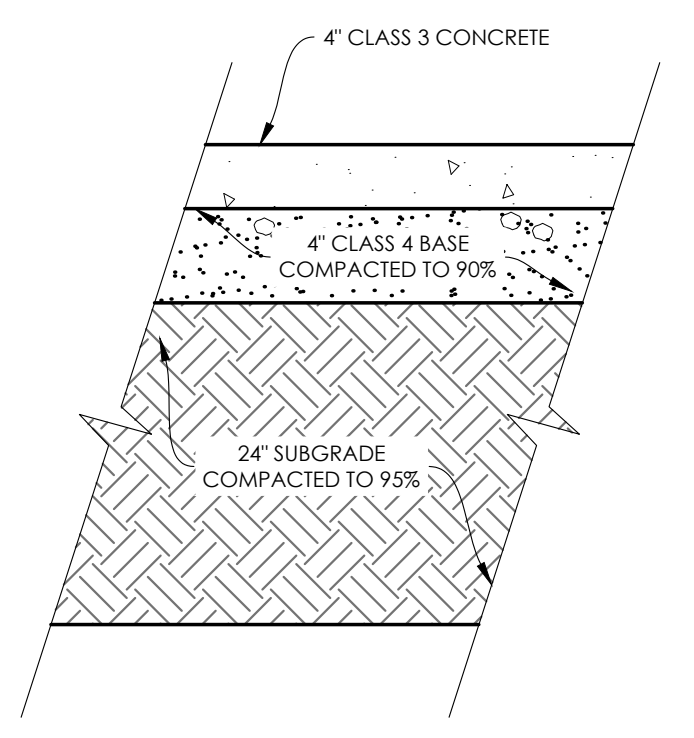


**NOTES:**  
 1. BIORETENTION SOIL MIX SHALL BE 60 TO 70% SAND, 15 TO 25% COMPOST, AND 10 TO 20% CLEAN TOPSOIL. THE ORGANIC CONTENT SHALL BE 8 TO 12% AND PH RANGE SHALL BE 5.5 TO 7.5.  
 2. STONE MATERIAL SHALL BE WASHED, OPEN-GRADED (NO SAND), CRUSHED (ANGULAR) AGGREGATE.  
 3. NATIVE SOIL BENEATH INFILTRATION BED SHALL BE OVER-EXCAVATED A MINIMUM OF 1.0' AND REPLACED UNIFORMLY WITHOUT COMPACTION.

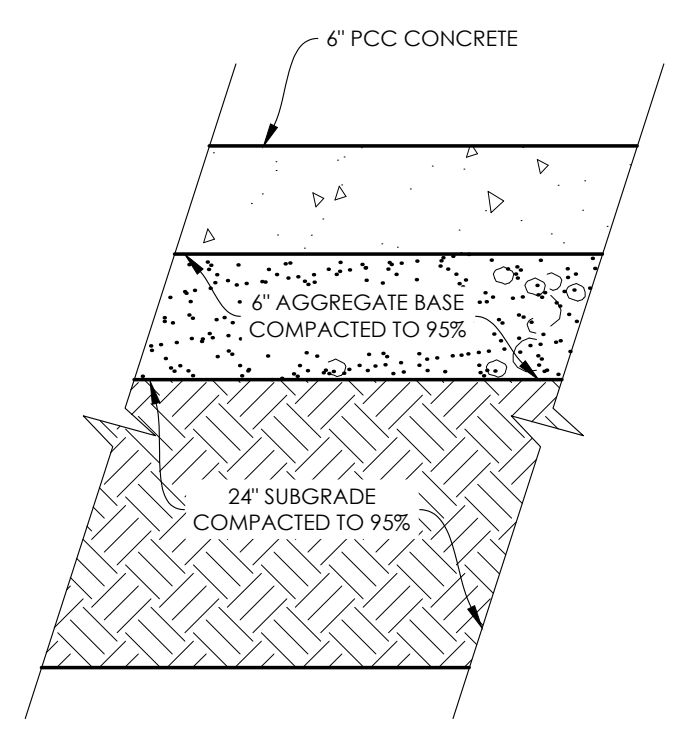
**BIORETENTION BASIN WITH UNDERDRAIN**  
 SCALE: N.T.S.



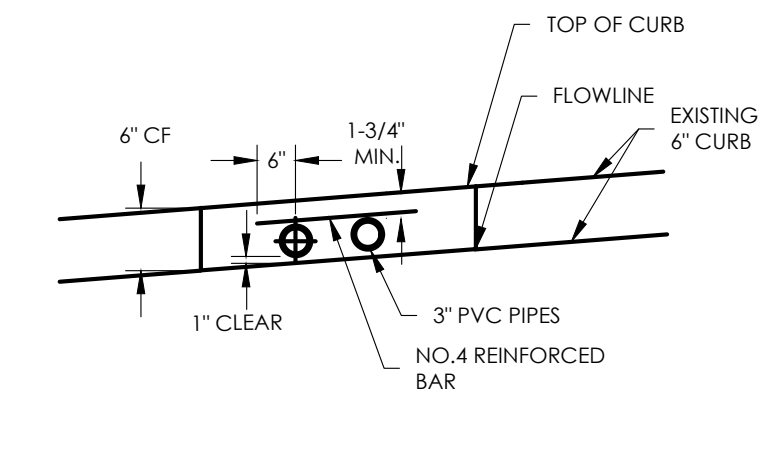
**CURB OUTLET DETAIL (PLAN VIEW)**  
 SCALE: N.T.S.



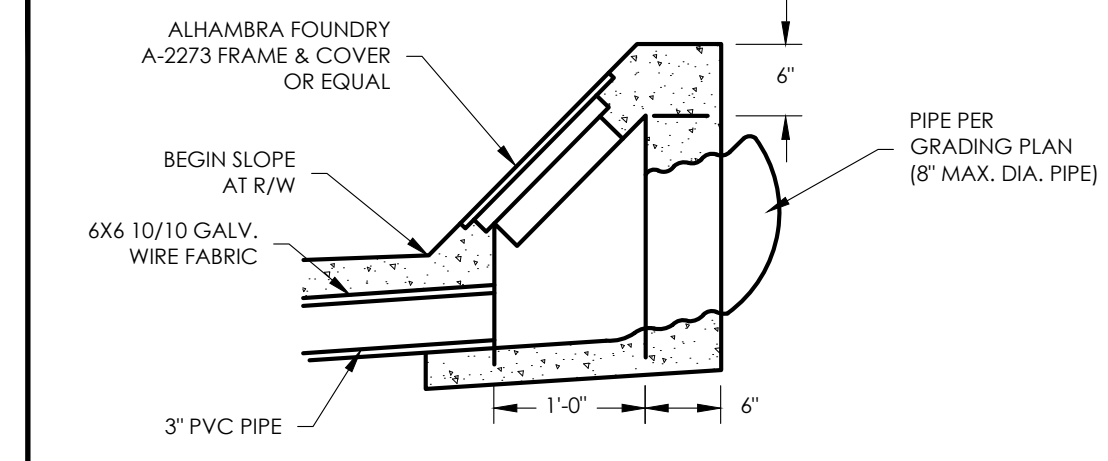
**CONCRETE PEDESTRIAN WALK**  
 SCALE: N.T.S.



**CONCRETE PAVEMENT**  
 SCALE: N.T.S.



**CURB OUTLET DETAIL (CURB PROFILE) (3" PIPES)**  
 SCALE: N.T.S.



**TRANSITION STRUCTURE DETAIL**  
 SCALE: N.T.S.

N:\2605-03-HS24-08-N\Montgomery-St-Enhancement\Engineering\Dev\Sheet-Files\GRAD\2605-03-HS24.dwg, C4, Oct 03, 2025 5:10pm, gcb@brtson

**SITE IMPROVEMENT LEGEND**

#	DESCRIPTION	MATERIALS / NOTES	DETAIL	QTY.
1	Concrete Paving	Integrally colored concrete, color TBD, with light sand float finish. 2-blade width sawcut control joints per plan.	Detail	-
2	Stepping Stones	Stone type TBD, 2" min. thickness, 18" min. tread width, mudset, sample color and surface texture to be approved by Landscape Architect.	Detail	-
3	DG Paving	Decomposed granite paving with black aluminum header, stabilized.	Detail	-
4	Bench	Model TBD, Width 5', Height 18".	-	-

**PRELIMINARY PLANT LEGEND**

**TREES**

<i>Cercis c. 'Forest Pansy'</i>	Eastern Redbud
<i>Cercis occidentalis</i>	Western Redbud
<i>Platanus racemosa</i>	California Sycamore
<i>Tipuana tipu</i>	Tipu Tree
<i>Tristaniopsis laurina</i>	Water Gum

**SHRUBS, GRASSES**

<i>Aloe dorotheae</i>	Sunset Aloe
<i>Agave 'Nova'</i>	Blue Agave
<i>Callistemon 'Little John'</i>	Dwarf Callistemon
<i>Cistanthe grandiflora</i>	Rock Purslane
<i>Cistus 'Sunset'</i>	Rockrose
<i>Cordylina 'Design-a-line Burgundy'</i>	Burgundy Cordylina
<i>Dianella c. 'Cassa Blue'</i>	Blue Flax Lily
<i>Dianella t. 'Variegata'</i>	White Striped Flax Lily
<i>Heteromeles arbutifolia</i>	Toyon
<i>Echium candicans</i>	Pride of Madeira
<i>Mahonia aquifolium compacta</i>	Oregon Grape Holly
<i>Muhlenbergia dubia</i>	Dwarf Muhly
<i>Myrsine africana</i>	African Boxwood
<i>Myrtus communis 'Compacta'</i>	Dwarf Myrtle
<i>Rhaphiolepis u. 'Minor'</i>	Dwarf Yeddo Hawthorn
<i>Salvia x clevelandii 'Poza Blue'</i>	Poza Blue Hybrid Musk Sage

**GROUNDCOVERS**

<i>Dianella c. 'Cassa Blue'</i>	Blue Flax Lily
<i>Dietes grandiflora</i>	Fortnight Lily
<i>Fragaria chiloensis</i>	Beach Strawberry
<i>Senecio mandraliscae</i>	Blue Chalksticks

**VINES**

<i>Ficus repens</i>	Creeping Fig
<i>Parthenocissus tricuspidata</i>	Boston Ivy

**NOTES**

- This plan will comply with the requirements of the City of Ojai Municipal Code & State Water Conservation Ordinances

**TREE IMAGES**



*Tristaniopsis laurina*



*Platanus racemosa*



*Cercis canadensis 'Forest Pansy'*



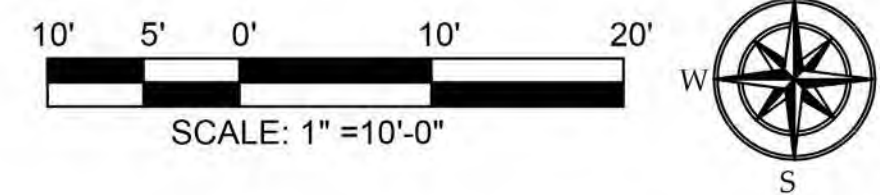
*Tipuana tipu*



*Cercis occidentalis*



**PRELIMINARY LANDSCAPE PLAN**



**BRODERSEN ASSOCIATES**  
Landscape Architecture / Horticulture / Documentation  
422 E. Main Street, Ventura, CA 93001  
tel 805 201 5614  
brodersenassoc@gmail.com  
CA#44880



These drawings, including all related design, details, specifications, and information are and shall remain the sole property of Brodersen Associates and are for use on this specific project and shall not be copied, disclosed to others or used without the expressed written consent of Brodersen Associates.

**HABITAT OJAI**  
408 MONTGOMERY  
OJAI, CA. 93023

Date: 01.15.24 23.01

Drawn by	Checked by
TW	BB
Sheet	
L-1	
1 of X Sheets	

LIGHTING SCHEDULE												
Symbol	Label	Image	Qty	Manufacturer	Catalog Number	Description	Number Lamps	Lamp Output	LLF	Input Power	Distribution	Notes
⊕	S1		10	Lithonia Lighting	RADB LED P3 30K ASY DDBXD	RADB LED P3 30K ASY DDBXD	1	858	0.92	13.44	TYPE I, VERY SHORT, BUG RATING: B0 - U1 - G0	MOUNTING HEIGHT -3FT-5"



STATISTICS							
Description	Symbol	Avg	Max	Max/Min	Avg/Min	Min	UG
WALKWAY	+	4.7 fc	13.7 fc	68.5:1	23.5:1	0.2 fc	-1.0



**DISCLAIMER**  
 The photometric calculation is provided as service for evaluating lighting levels and the results are based upon the data entered by the designer and the criteria provided by the customer. Responsibility of approval is by others. All of the data and fixture selections shall be reviewed and accepted by the approving authority. Fixture nomenclature shall be approved through submittal process prior to product being ordered.

**HABITAT FOR HUMANITY  
 SITE PHOTOMETRIC  
 OJAI, CA**

**LAYOUT PROVIDED BY:  
 STEVE DOMINGUEZ  
 805/01-8156  
 2024  
 SCALE  
 Not to Scale  
 FILE NAME:**