

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL, TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

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*(Space above for Recorder's Use)*

**NOTICE OF AFFORDABILITY RESTRICTIONS  
ON TRANSFER OF PROPERTY  
(Elaine Null Property)**

**NOTICE IS HEREBY GIVEN**, that the County of Contra Costa, a political subdivision of the State of California (the "County"), to carry out certain obligations under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) as amended by Health and Safety Code Section 34176.1, has required Carena Associates, L.P., a California limited partnership (the "Owner") to enter into certain affordability covenants and restrictions entitled, County Regulatory Agreement and Declaration of Restrictive Covenants (the "Restrictions"), with reference to a housing development (the "Development") situated on certain real property, located in the City of Bay Point, County of Contra Costa, State of California having Assessor's Parcel No. 097-041-009-8-01 and further described in Exhibit "A," incorporated herein by reference.

As further described in the Restrictions, the affordability covenants and restrictions set forth in the Restrictions include, without limitation, the following:

1. 3 units of housing in the Development are restricted for occupancy by very low income households, at rents affordable to very low income households.
2. 11 units of housing in the Development are restricted for occupancy by low income households, at rents affordable to low income households.
3. Additional requirements concerning operation, management, and maintenance of the Development.

In the event of any conflict between this Notice of Affordability Restrictions on Transfer of Property (the "Notice") and the Restrictions, the terms of the Restrictions shall prevail.

The Restrictions were recorded concurrently herewith, as Instrument No. \_\_\_\_\_ in the Official Records of the County of Contra Costa, and shall remain in effect until the date that is the later of (i) fifty-five (55) years after the Completion Date (as defined in the Restrictions); provided, however, if a record of the Completion Date cannot be located or established, then fifty-seven (57) years after the date of the Restrictions, or (ii) repayment in full of the Combined County Loan (as defined in the Restrictions) and all interest due thereon.

This Notice is being recorded and filed by the County in compliance with Health and Safety Code Sections 33334.3(f)(3) and (4) and/or Section 33413(c)(5), as amended effective this date, and shall be indexed against the County and the Owner.

IN WITNESS WHEREOF, the parties have entered into this Notice of Affordability Restrictions on Transfer of Property on or as of October \_\_\_\_, 2017.

OWNER:

Carena Associates, L.P.,  
a California limited partnership

By: RCD GP LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development,  
a California nonprofit public benefit corporation  
its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

*(signatures continue on following page)*

**COUNTY:**

COUNTY OF CONTRA COSTA,  
a political subdivision of the State of California

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA                                 )  
  )  
COUNTY OF \_\_\_\_\_ )

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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.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION  
(Elaine Null)

Real property in the City of Bay Point, County of Contra Costa, State of California, described as follows: