



**HOUSING AUTHORITY OF THE CITY OF LIVERMORE**

3203 LEAHY WAY  
LIVERMORE, CALIFORNIA 94550  
[www.livermoreha.org](http://www.livermoreha.org)

(925) 447-3600  
Fax (925) 447-0942  
TDD/TTY (800) 545-1833 x917

**REGULAR  
BOARD OF COMMISSIONERS  
MEETING AGENDA**

**Wednesday, September 14, 2022 – 5:30 PM**

**Location:  
3203 Leahy Way, Livermore CA, 94550**

**1. CALL TO ORDER / ROLL CALL**

- i. Casey, Heather
- ii. Evans, Marvin
- iii. Hamm, Maureen
- iv. Hutchinson, Karen (Chair)
- v. Palajac, Mark (Vice-Chair)
- vi. Stuart, Christine
- vii. Walia, Charanjit

**2. APPROVAL OF THE MINUTES OF THE REGULAR BOARD MEETING OF AUGUST 10, 2022**

**3. PUBLIC COMMENT**

*Members of the public may speak to the Board of Commissioners on items within the purview or jurisdiction of the Housing Authority of City of Livermore. Comments are limited to a maximum of 3 minutes per person.*

**4. NEW BUSINESS**

- A. Resolution 2022-09-14-A – Resolution Authorizing the Executive Director to Spend up to \$400,000 of Capital Funds or Operating Subsidy for Property Improvements at Leahy Square

**5. STAFF REPORTS**

- A. Report from the Executive Director

**6. COMMUNICATIONS**

- A. Recognition of D'Jon Scott-Miller's service to LHA

**7. REPORTS/ITEMS FROM COMMISSIONERS**

- A. If Any

**8. COMMITTEE REPORTS**

- A. Executive Committee Meeting: August 24, 2022

**9. ADJOURNMENT**

*Under Government Code §54957.5, any **supplemental material** distributed to the Board members of the Livermore Housing Authority after the posting of this agenda will be available for public review in the office lobby, Housing Authority of the City of Livermore, 3203 Leahy Way, Livermore, CA. If supplemental materials are made available to the Board members at the meeting, a copy will be available for public review at the same location.*

*Pursuant to Title II of the Americans with Disabilities Act (Codified at 42 United States Code Section 12101 and 28 Code of Federal Regulations Part 35), the Livermore Housing Authority does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, disability, age, or sexual orientation in the provision of any services, programs, or activities. To arrange an accommodation in order to participate in this public meeting, please call (925) 447-3600 or (800) 545-1833 ext. 917 TDD/TTY at least 72 hours in advance of the meeting.*

### **Procedure for Public Comment**

Public Comment is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of three minutes per person. The Chair may reduce the amount of time based on the number of persons wishing to speak. Please be aware that the Board of Commissioners is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the Board of Commissioners may place it on a future agenda or direct staff to work with you and/or report to the Board of Commissioners on the issue.

Speaker Cards - If you wish to address the Board of Commissioners, you must complete a speaker card for each item about which you want to speak. Speakers are limited to a maximum of three minutes per person. The speaker card box is located in the West Wing entrance. Place your speaker card in this box before the item is to be considered. Staff will collect the cards and give the speaker cards to the Chair. The Chair will call speakers. No cards will be accepted once the presentation on that item has commenced.



**BOARD OF COMMISSIONERS**  
**REGULAR BOARD MEETING MINUTES**  
 Wednesday, August 10, 2022 – 5:30 p.m.

**1. CALL TO ORDER/ROLL CALL**

The meeting was called to order at 5:31 p.m. by Chairperson Karen Hutchinson. Also present were, Vice-Chairperson Mark Palajac, and Commissioners Charanjit Walia, Marvin Evans, Heather Casey, Christine Stuart and Maureen Hamm. Present from LHA were Executive Director D’Jon Scott-Miller, Housing Choice Voucher Manager Katherine Keller, Housing Analyst Monica LiMarzi, and Accountant Jenny King.

**2. APPROVAL OF THE MINUTES OF THE REGULAR BOARD MEETING OF: July 13, 2022.**

A motion was made by Commissioner Hamm to approve the board meeting minutes of July 13, 2022. Commissioner Walia seconded the motion and it passed with a vote of 7 ayes.

<u>VOTING</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Charanjit Walia	X		
Christine Stuart	X		
Heather Casey	X		
Karen Hutchinson	X		
Mark Palajac	X		
Marvin Evans	X		
Maureen Hamm	X		

**3. PUBLIC COMMENT**

During public comment, Executive Director candidate Sarah Ramler introduced herself to the Board members she had not met during the interview process and expressed how excited and thankful she was for the opportunity to work at Livermore Housing Authority.

**4. NEW BUSINESS**

**A. Resolution 2022-08-10-A – Approval of Long-Distance Commissioner Travel**

D’Jon advised there is an upcoming NAHRO National Conference from September 21<sup>st</sup> September 24<sup>th</sup>, 2022, which will be held in San Diego California. D’Jon sent an invitation to all commissioners and there has been interest expressed. LHA’s personnel policy states that any long distance travel by a commissioner must be approved by the Board.

A motion was made by Commissioner Hamm to approve Resolution 2022-08-10-A. Commissioner Evans seconded the motion and it passed with a vote of 7 ayes.

<u>VOTING</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Charanjit Walia	X		
Christine Stuart	X		
Heather Casey	X		
Karen Hutchinson	X		



Mark Palajac X  
Marvin Evans X  
Maureen Hamm X

**5. STAFF REPORTS**

**A. Report from the Executive Director**

There were no housing choice vouchers issued in April and the success rate increased from 48% to 69%.

There are six (6) voucher types currently, Homeownership (1), Mainstream (31), Port-Ins (6), Project-Based (79), Tenant Based (405), and VASH (6) totaling 528 vouchers currently leased. In the month of June 2022 Housing Assistance Payments (HAP) totaled \$810,358.

The HCV department had twenty five (25) move-ins in the month of July with eighteen (18) being New Admissions. The large increase was due to the lease up of project-based site Avance which is a partnership with MidPen, housing developmentally disabled adults. Kathy worked hard to get all units inspected and applicants approved for lease up.

The overall occupancy rate is currently at 97.60% with one (1) vacancy at Leahy Square and three (3) vacancies at Bluebell. Tenant Accounts Receivables are 93.36% overall. The recent Bluebell move-out was a new project-based transitional unit that became available once the household received a tenant based voucher and relocated to another unit in the city of Livermore.

Annual reexaminations for HCV and Public Housing are up to date with Interim reexaminations being processed throughout the month. Work orders continue to be addressed and closed timely.

There were 33 initial Housing Quality Standard (HQS) inspections that were completed and passed. Sterling began inspecting the units at Leahy in accordance with HQS guidelines for the voluntary conversion. Of the inspections, 51 units passed, 60 units failed, 4 units were no-shows, and 10 units were rescheduled.

D'Jon advised that a Request for Proposals will be going out for intensive case management and resident services that will be attached to Leahy Square with the Family Homeless Assistance grant. There were previously twelve (12) Leahy tenants who indicated they would be interested in moving from Leahy with the Tenant Protection Voucher.

D'Jon advised that Leahy will need to have an affordability covenant will need to be applied in accordance with the Streamlined Voluntary Conversion approval. Within the next two weeks the Executive Committee meeting will need to meet to review, edit, and approve the covenant.

D'Jon advised there is a current RFP posted for Landscape Services and a pre-bid conference was held earlier in the day for which three (3) contractors attended.

D'Jon advised that the annual auditors Smith Marion and Co. will begin conducting the FY22 audit and will be onsite Wednesday October 5<sup>th</sup> through Friday October 7<sup>th</sup>.



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**6. COMMUNICATIONS**

Vice-Chairperson Palajac advised that while at Leahy Square recently he saw Livermore Police Department (LPD) patrol the property. Commissioner Casey stated there has been an increase in graffiti tagging recently. Monica advised that she, Diana and Regina recently attended a crime prevention training which led to LPD connecting with LHA and conducting a property assessment.

**7. REPORTS/ITEMS FROM COMMISSIONERS**

None.

**8. COMMITTEE REPORTS**

**A. Finance Committee**

Vice-Chairperson Palajac advised that the Finance Committee met to go over the financial statements and this year has been the best in terms of cashflow, but he does not understand why there is a surplus. D'Jon advised the surplus is due the voucher program being under-leased which will cause HAP reserves for the next year if unspent by year's end.

**9. ADJOURNMENT**

The board meeting adjourned at 6:21 p.m.

DRAFT

**HOUSING AUTHORITY OF THE CITY OF LIVERMORE  
ALAMEDA COUNTY, CALIFORNIA**

**RESOLUTION NO. 2022-09-14-A**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SPEND UP TO \$400,000 OF CAPITAL FUNDS  
OR OPERATING SUBSIDY FOR PROPERTY IMPROVEMENTS AT LEAHY SQUARE**

**WHEREAS**, The Housing Authority of the City of Livermore (LHA) programs are funded by the Federal Government, subject to the rules, regulations, and guidelines of the United States Department of Housing and Urban Development (HUD);

**WHEREAS**, the Housing Authority of the City of Livermore submitted an application to HUD to convert Public Housing property Leahy Square from the Low Income Public Housing program under Section 22 Streamlined Voluntary Conversion (Section 22); and

**WHEREAS**, the Section 22 application was approved by HUD on February 14, 2022; and

**WHEREAS**, LHA authorized the sale of Leahy Square to the established nonprofit affiliate, Livermore Affordable Housing on August 24, 2022; and

**WHEREAS**, HUD has obligated \$497,088 to Leahy Square under the Capital Fund Program; and

**WHEREAS**, HUD has obligated funding to Leahy Square in Operating Subsidy and a remaining balance of over \$400,000 remains as of June 2022; and

**WHEREAS**, Upon the final conversion out of the Public Housing Program under Section 22 Streamlined Voluntary Conversion, LHA may not spend any remaining Capital Funds or Operating Subsidies that have not been committed; and

**WHEREAS**, LHA seeks to expend the funds in a manner appropriate to the needs at Leahy Square prior to the final conversion under Section 22.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of the Housing Authority of the City of Livermore hereby authorizes the Executive Director to spend up to \$400,000 of Capital Funds or Operating Subsidy for property improvements at Leahy Square.

DATED: September 14, 2022

(SEAL)

ATTEST:

HOUSING AUTHORITY OF THE CITY OF LIVERMORE

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SARAH RAMLER  
EXECUTIVE DIRECTOR

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KAREN HUTHINSON  
CHAIRPERSON, BOARD OF COMMISSIONERS



# LHA Monthly Report

## Presented by Sarah Ramler

August 2022

Monthly Progress and Productivity Report

A snapshot of the activity and productivity for the Livermore Housing Authority.



## MONTHLY ACTIVITY

### Vouchers Issued

The following are Housing Choice Vouchers (HCV) that were issued during the month of August 2022.

Vouchers Looking
2

### Vouchers Success Report

The following is the success rate for vouchers issued between; September 2021 through August 2022.

Success Rate				
Overall	0 – 30 Days	31 – 60 Days	61 – 90 Days	91 + Days
75.94%	37.97%	29.11%	01.27%	07.59%

### Vouchers Leased

The following are vouchers leased in the month of August 2022.

Vouchers Leased		
Voucher Type	Voucher Count	HAP Spent
Homeownership	1	\$915.00
Mainstream	31	\$59,950.99
Port-In	6	\$8,328.00
Project Based	86	\$136,538.00
Tenant Based	407	\$639,337.59
VASH	6	\$9,207.00
<b>Total</b>	<b>537</b>	<b>\$854,276.58</b>

### Moves

The following are unit move ins and outs for HCV and Property Management (PM) during the month of August 2022.

HCV	
In	Out
16	6
PM	
In	Out
0	1

### Portability

The following are port ins and outs for HCV during the month of August 2022.

HCV Ports	
In	Out
2	0

### New Admissions and End of Participations

The following are new admissions and end of participations for the HCV program that were processed during the month of August 2022.

New Admissions	End of Participations
11	1

## Occupancy Rate

The following are PM occupancy rates for August 2022.

Occupancy			
Property	Total Units	Occupied	Rate
Bluebell	27	24	88.89%
Chestnut	6	6	100.00%
Las Posadas	9	9	100.00%
Leahy Square	125	124	99.20%
<b>Total</b>	<b>167</b>	<b>163</b>	<b>97.60%</b>

## Tenant Account Receivables

The following are TARs for August 2022.

Tenant Account Receivables			
Property	Charged	Paid	Rate
Bluebell	\$37,488.00	(\$30,337.00)	80.92%
Chestnut	\$7,803.00	(\$6,986.00)	89.53%
Las Posadas	\$9,969.00	(\$8,797.00)	88.24%
Leahy Square	\$90,414.00	(\$81,218.00)	89.83%
<b>Total</b>	<b>\$145,674.00</b>	<b>(\$127,338.00)</b>	<b>87.41%</b>

## AnnuaIs Reexaminations

The following are the HCV and PM annual reexaminations completed/pending during the month of August 2022.

HCV Annuals Processed/Pending	
Completed	42
Pending	1
PM Annuals Processed/Pending	
Completed	14
Pending	3

## Interim Reexaminations

The following are the HCV and PM interim reexaminations completed during the month of August 2022.

HCV Interims Processed	
Completed	41
PM Interims Processed	
Completed	2

## Inspections

The following are HCV inspections completed during the month of August 2022.

Inspections Completed/Scheduled			
	Pass	Fail	No Show
Inspection Type			
Annual Inspections	0	0	0
Initial Inspections	0	0	0
Quality Control Inspections	0	0	0
Self-Certifications	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Work Orders

The following are Work Orders opened in August 2022.

Work Orders			
	Opened	Closed	Remaining Open
Property			
Bluebell	10	9	1
Chestnut	2	2	0
Las Posadas	0	0	0
Leahy Square	62	61	1
<b>Total</b>	<b>74</b>	<b>72</b>	<b>2</b>

HOUSING AUTHORITY OF THE CITY OF LIVERMORE  
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 2022-08-24-A

**RESOLUTION APPROVING LEAHY SQUARE AFFORDABILITY COVENANT AND RESTRICTION**

**WHEREAS**, the Housing Authority of the City of Livermore submitted an application to HUD to convert Public Housing property Leahy Square out of the Low Income Public Housing program under Section 22 Streamlined Voluntary Conversion (Section 22); and

**WHEREAS**, the Section 22 application was approved by HUD on February 14, 2022; and

**WHEREAS**, the approval stipulates that the new owner of the property must apply a use restriction to the property at 80% of the Area Median Income limit; and

**WHEREAS**, LHA is required to ensure the new owner is in compliance with the affordability covenant;

**NOW, THEREFORE, BE IT RESOLVED**, the Executive Committee of the Board of Commissioners of the Housing Authority of the City of Livermore hereby approves the affordability covenant and restriction for Leahy Square.

DATED: August 24, 2022

(SEAL)

ATTEST:



SARAH RAMLER  
EXECUTIVE DIRECTOR

HOUSING AUTHORITY OF THE CITY OF LIVERMORE



KAREN HUTHINSON  
CHAIRPERSON, BOARD OF COMMISSIONERS

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

**EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383**

Space above this line for Recorder's use.

**AFFORDABLE HOUSING REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE USE**

by and between

**LIVERMORE HOUSING AUTHORITY,  
A California Municipal Corporation**

and

**LIVERMORE AFFORDABLE HOUSING,  
A California Nonprofit Public Benefit Corporation**

## **AFFORDABLE HOUSING REGULATORY AGREEMENT**

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Use (“Agreement”) is entered into effective as of \_\_\_\_\_, 2022 (“Effective Date”) between the Livermore Housing Authority, a California municipal corporation and Livermore Affordable Housing, a California Nonprofit Public Benefit Corporation (collective referred to as “Parties”).

### **RECITALS**

A. The Livermore Housing Authority (“LHA”), presently owns and operates Leahy Square, 125 units of public housing consisting of 27 dwelling units and one non-dwelling unit located on 11.39 acres of land at 3203 Leahy Way in the City of Livermore (“Property”).

B. On July 6, 2021, LHA applied to the U.S. Department of Housing and Urban Development (“HUD”) seeking permission to complete a Streamlined Voluntary Conversion (“SVC”) of the Property from Section 9 public housing inventory to Section 8 Housing Choice Voucher assistance.

C. As part of the SVC, LHA intends to enter into a Section 8 Housing Assistance Payment (“HAP”) contract with Livermore Affordable Housing (“LAH”) on the property in accordance with Project-Based Voucher (“PBV”) requirements, and simultaneously transfer the Property to LAH through disposition.

D. HUD conditionally approved LHA’s SVC Application on February 14, 2022. HUD set forth certain required restrictions that must be set forth in a Use Restriction document recorded against the Property in a first-priority position that is binding on successors and assigns (“Use Restrictions”). The mandatory Use Restrictions include a required Affordability Covenant that the 125 units of the Property be operated as affordable housing for low-income families with incomes at or below 80 percent of Area Median Income (“Affordability Covenant”) for not less than thirty years (“Affordability Covenant term”). LAH must maintain control and operation as owner or ground lessee during the Affordability Covenant term, and must not voluntarily transfer, convey, lease, or sell the Property without prior written approval from HUD. In addition, LHA shall be responsible for monitoring and ensuring the long-term affordability of the Property during the Affordability Covenant term.

E. LHA and LAH now desire to enter into this Agreement imposing certain restrictions on the transfer of the ownership of the Property to LAH, including the mandatory Use Restrictions, Affordability Covenant, and Affordability Covenant term.

**NOW THEREFORE**, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Definitions.** The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

**“Actual Household Size”** means the actual number of persons in the applicable household.

**“Adjusted for Family Size Appropriate for the Unit”** shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code, subject to the application of federal rules and regulations applicable to affordable housing financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986 as amended (or successor provision) if applicable.

**“Affordable Rent”** means the following amounts, less a utility allowance and other fees and charges required to be paid by tenants of the Workforce Project on a non-optional basis: (i) for units that are restricted for rental to “very low income households” as defined in Health and Safety Code section 50053(b)(2), the product of 30 percent times 50 percent of the Area Median Income adjusted for family size appropriate to the unit (**“Very Low Income Units”**); and (ii) for units that are restricted for rental to “lower income households” as defined in Health and Safety Code section 50053(b)(3), the product of 30 percent times 80 percent of Area Median Income Adjusted for Family Size Appropriate for the Unit (**“Low Income Units”**).

**“Area Median Income” or “AMI”** means the median income for Alameda County, California, adjusted for Actual Household Size, as determined by HUD pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development (**“HCD”**) in Section 6932 of Title 25 of the California Code of Regulations or successor provision.

**“City’s Authorized Representative”** means the City Manager of the City of Livermore or his or her designee.

**“Claims”** means collectively, liabilities, losses, costs, expenses (including without limitation attorneys’ fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages.

“**Eligible Household**” refers to a Very Low-Income Household, or a Low-Income Household.

“**Gross Income**” shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time.

“**HUD**” means the U.S. Department of Housing and Urban Development.

“**Low Income Household**” is defined in Section 2.1.

“**Official Records**” means the Official Records of the Alameda County Recorder.

“**Rent Restricted**” is defined in Section 2.1.

“**Restricted Unit**” means a dwelling unit that is reserved for occupancy at an Affordable Rent by Eligible Households of specified household income levels as set forth in Section 2.1.

“**Very Low-Income Household**” is defined in Section 2.1

2. Use and Affordability Restrictions. LAH hereby covenants and agrees, for itself and its successors and assigns, that throughout the Term of this Agreement (as defined in Section 4.1 below), the Property shall be used solely for residential occupancy by Eligible Households in compliance with the requirements set forth in this Agreement. LAH represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and covenant that it shall not enter into any agreement that is inconsistent with such restrictions.

2.1 Affordability and Occupancy Requirements. Throughout the Term of this Agreement (as defined in Section 4.1 below): 100 percent (100%) of the residential units in the Property shall be both Rent Restricted at the Affordable Rent for Low Income Units and occupied (or if vacant, available for occupancy) by Eligible Households whose household Gross Income is no greater than 80 percent (80%) of AMI adjusted for Actual Household Size (“**Low Income Household**”). Notwithstanding any contrary provision of this Agreement, the rules and regulations applicable to Section 8 project-based vouchers through a Housing Assistance Payment Contract with HUD shall prevail with respect to the setting of rents, implementation of occupancy requirements, and determination of household Gross Income for such units.

2.3 Non-Discrimination; Compliance with Fair Housing Laws.

2.3.1 Non-Discrimination. LAH shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, disability, marital



status, ancestry, age, or national origin of any person. LAH may not use marital status or source of income, in determining eligibility. LAH covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall LAH or any person claiming under or through LAH establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. LAH shall include such provision in all deeds, leases, contracts and other instruments executed by LAH, and shall enforce the same diligently and in good faith.

3. Reporting Requirements; Access to Information; Inspections.

3.1 Tenant Certification. LAH or its authorized agent shall obtain/maintain from each prospective tenant prior to initial occupancy of each Restricted Unit, and on every anniversary thereafter, a written certificate containing all of the documents required to qualify for the 80% AMI restricted unit.

3.2 Maintenance of Records.

3.2.1 LHA shall maintain tenant leases, income certifications and other matters related to the leasing of the Property for a period of five (5) years after the final date of occupancy by the tenant.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall have a term of thirty (30) years commencing on the Effective Date of this Agreement and ending on the thirtieth anniversary of the Effective Date.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full Term hereof regardless of any sale, assignment, transfer, or conveyance of the Property, or any part thereof or interest therein.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided,

however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the Term.

5. Binding Upon Successors; Covenants to Run with the Land. LAH hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. LHA and LAH hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of LHA and LAH, regardless of any sale, assignment, conveyance or transfer of the Property, or any part thereof or interest therein. Any successor-in-interest to LAH, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the individual dwelling units within the Property) shall be subject to all of the duties and obligations imposed hereby for the full Term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, LAH hereby covenants to obtain and deliver to LHA an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby. LAH agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of LHA.

6. Recordation; No Subordination. This Agreement shall be recorded in the Official Records. Deeds of trust provided for the benefit of lenders shall be subordinate to this Agreement.

7. Transfer and Encumbrance.

7.1 Restrictions on Transfer and Encumbrance. During the Term of this Agreement, except as permitted by this Agreement, LAH shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, “**Transfer**”) of the whole or any part of the Property without the prior written consent of HUD.

7.2 Permitted Transfers. The prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) the lease of individual dwelling units to tenants for occupancy as their principal

residence in accordance with this Agreement; or (iii) subject to LHA's prior written approval, assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Property or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8. Miscellaneous.

8.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

8.2 Notice. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the LHA and LAH as follows:

LHA: Attn: Executive Director, 3203 Leahy Way, Livermore, CA 94550

LAH: Attn: LAH President, 3203 Leahy Way, Livermore, CA 94550

Notices to be deemed effective if delivered by certified mail return receipt requested, or commercial courier, with delivery to be effective upon verification of receipt. Any Party may change its respective address for notices by providing written notice of such change to the other Party.

8.3 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Livermore shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

8.4 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

8.5 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

8.6 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

8.7 Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.


8.8 Survival. Owner's obligations and all other provisions that expressly so state, shall survive the expiration or termination of this Agreement.

8.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants as of the date first written above.

**LAH:**

LIVERMORE AFFORDABLE HOUSING, a  
California Nonprofit Public Benefit Corporation

By:   
Name: Sarah Ramier Title: President, LAH  
[signature must be notarized]

ACKNOWLEDGMENT

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 )  
 ) ss  
County of Alameda )

On Wednesday, August 24, 2022, before me, Jenny King,  
(Name of Notary)

notary public, personally appeared Sarah Ramler  
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.

Jenny King  
(Notary Signature)

