

**EXHIBIT A**  
[Form of Grant Deed]

Recording Requested and when  
Recorded return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Truckee, CA 96161

Mail Tax Statements to:

Same as above.

APN's \_\_\_\_\_ to be inserted \_\_\_\_\_

**GRANT DEED**

[Deed of Gift with Specific Restrictions on Re-transfer]

\_\_\_\_\_, ("GRANTOR") hereby gives, grants and conveys to \_\_\_\_\_, ("GRANTEE") fee title to the real property described in **Exhibit A** hereto, (the "Property") to have and to hold, subject to all encumbrances of record as of the date this Grant Deed is signed by GRANTOR, and subject to all the restrictions on further sale, gift or transfer set forth herein below.

**DEED RESTRICTIONS**

Upon the recordation of this Grant Deed, the following restrictions shall constitute equitable servitudes burdening each of the bare subdivision lots listed in Exhibit A, (the "Lots") and will continue to burden and restrict the sale and occupancy of each of the Lots and each of the residential dwelling units hereafter constructed upon them for period set forth below with respect to future sales and transfers of the Lots and all improvements thereon.

The following rights, restrictions and equitable servitudes are hereby reserved by GRANTOR for the benefit of THE MARTIS FUND, a California Not for Profit corporation, qualified as a charitable entity under Section 501(c)(3) of the Internal Revenue Code. ("The Fund") and the County of Placer in the State of California and shall be enforceable by each such beneficiary. These Deed Restrictions are in addition to those set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ and as amended and supplemented in Doc. No. \_\_\_\_\_, recorded on \_\_\_\_\_, in the official records of Placer County, California. The term, "The Fund" as used in this document includes THE MARTIS FUND and its successor(s) in interest as a charitable entity qualified under Section 501(c)(3) of the Internal Revenue Code.

1. The Burdened Property. The term "Unit" as used below shall mean each of the Lots, and each of the residential dwelling units and all other improvements which may be constructed upon each Lot. Each Lot and each Unit is a "Burdened Property."

2. Summary of the Burdens. By virtue of the Deed Restrictions set forth herein, after a Unit is constructed on a Lot, that Unit shall not be sold, given or otherwise transferred to any subsequent owner other than to a Qualified Resident or to a Qualified Household as those terms are defined below, or to a Person or entity which satisfies the requirements of Section 4.a.(ii) below. At all times after a Unit is initially sold to a Qualified Resident or a Qualified Household, that Unit must always be occupied, if at all, by a Qualified Resident or a Qualified Household. An Owner who initially satisfied the definition of a Qualified Resident, or the Owners who initially satisfied the definition of a Qualified Household, may rent the Property to another Qualified Resident or to a Qualified Household, provided the Property is actually occupied, if at all, by at least one Qualified Resident or a Retired Qualified Resident or a Disabled Qualified Resident as those terms are defined below.

3. Definitions. For purposes of this document and its restrictions, the following terms shall have the following meanings:

a. *Person* means a natural person, and excludes any type of entity, except: (i) a revocable trust created by a natural person and or that person and the person's spouse; (ii) a joint tenancy; or, (iii) or a tenancy in common; provided that at least one of the beneficiaries of any such trust, or at least one joint tenant, or at least one tenant in common must be a Qualified Resident and must reside in a Unit as that person's Principal Place of Residence.

b. *Principal Place of Residence* means the home or place in which one's habitation is established, and to which one has a present intention of returning after any departure or absence therefrom. In determining a person's Principal Place of Residence, The Fund may consider, without limitation: locations of the person's business pursuits, employment, income sources, residence for tax purposes, residence of parents, spouse or children, if any, motor vehicle registration address, driver's license address, voter registration address, utility billing statement service and billing addresses, and/or real property ownership records.

c. *Qualified Household* means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents, provided at least one occupant is a Qualified Resident or a Retired or Disabled Qualified Resident who occupies that Unit as his or her Principal Place of Residence, as those terms are defined below. Members of a Qualified Household may be included as a co-owner with the Qualified Resident on the title to a Unit or identified as a Co-Tenant with the Qualified Resident in a qualifying lease of a Unit.

d. *Qualified Resident* means a Person who works an average of 30 hours or more per week per year at a business or businesses located within the Tahoe-Truckee Unified School District, that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. For example, if a person worked 60 hours per week for one half of the year at such a business(es), but did not work, or worked outside the area, for the other half of the year, such person would be a Qualified Resident.

e. *Retired or Disabled Qualified Residents.* The term "Retired Qualified Resident" means a Qualified Resident who has occupied a Unit for not less than five (5) years, has maintained his or her status as a Qualified Resident during that period, has complied with the reporting requirements set forth below until such time as he or she ceased to be gainfully

employed without the intent to be gainfully employed in the future. The term "Disabled Qualified Resident" as used in this document means a Qualified Resident who becomes physically or mentally unable to be gainfully employed in his or her normal occupation or to practice his or her profession.

4. Occupancy Restrictions.

- a. No Unit shall be sold to a Person or entity unless the proposed purchaser:
  - (i) provides sufficient evidence to the seller and to The Fund to establish that he or she is a Qualified Resident or a member of a Qualified Household and that at least one Qualified Resident intends to occupy the Unit continuously as his or her Principal Place of Residence; or,
  - (ii) provides to the seller and to The Fund, a Lease Agreement for a term of not less than one (1) year following the proposed date of purchase of the Unit signed by the proposed purchaser and signed by a proposed Tenant who is a Qualified Resident.

b. A Qualified Resident Owner or an Owner who satisfies Section 4.a.(ii) above, may rent or lease his or her Unit to other individuals, provided the Unit is continuously occupied, if at all, by at least one Qualified Resident as his or her Principal Place of Residence throughout the lease or rental period. No Unit may be rented or leased to any other person or entity for any period of time unless at least one Qualified Resident is a tenant during the entire rental period.

c. A Qualified Resident or a Qualified Household may rent or lease a room or rooms in a Unit to one or more persons, provided that at least one Qualified Resident continues to occupy the Unit as his or her Principal Place of Residence.

d. No business activity shall occur on any Lot or in any Unit other than as permitted within the zone district applicable to the Property.

5. Compliance Verification.

A. Prior to the closing of the sale of any Unit, the proposed Owner shall provide to the seller, and to The Fund, a written Qualification Verification Statement in the form attached hereto as **Exhibit B**, stating that the prospective purchaser, or a member of the prospective purchaser's household, or a tenant of the prospective purchaser under a lease for not less than one year, is a Qualified Resident who intends to occupy the Unit as his or her Principal Place of Residence. Each Qualification Statement shall be accompanied by true copies of documents identifying each Qualified Resident and evidencing the Qualifying Resident's place of employment and hours worked during the prior calendar year, such as pay stubs showing the name of the employer and the place of employment and hours worked at that location sufficient to satisfy the definition of Qualified Resident set forth in Section 3. d. above. The proposed owner and the proposed Qualified Resident shall sign the Qualification Statement under penalty of perjury.

B. Not later than February 1<sup>st</sup> of each year, beginning in the year following the first year of occupancy of a Unit, the Owner of each Unit shall submit an Annual Compliance Verification Statement to The Fund in the form attached as **Exhibit C**, stating under penalty of perjury and providing information and documents showing that the Unit was occupied, by a Qualified Resident or a Qualified Household during all of the prior calendar year, excepting only those periods in which the Unit was unoccupied or such portion of the prior calendar year during

which the Owner did not own the Property. Each Annual Compliance Verification Statement shall be accompanied by true copies of the following documents.

- (1) Documents evidencing the Qualifying Resident's place of employment and hours worked during the prior calendar year such as pay stubs showing the name of the employer and the place of employment and hours worked at that location sufficient to satisfy the definition of Qualified Resident set forth in Section 3. d. above.
- (2) Documents evidencing occupancy of the Unit by a Qualified Resident during the entire prior calendar year, (excepting only that portion of the year in which the Unit was vacant or was not owned by the reporting Owner) such as utility bills identifying the Qualified Resident as the customer and showing a service address matching the Property address, copies of driver's license(s) showing the Unit address as the Qualified Resident's address.
- (3) If the Property was not occupied by the Owner who was a Qualified Resident, and was leased to others, a copy of each lease or rental agreement between the Owner and a Qualified Resident which pertained to any portion of the prior calendar year.
- (4) If the Owner or tenant, as a Qualified Resident, rented a room or rooms in the Property to others during the prior calendar year, a list of the tenants who occupied a portion of the Property during the prior calendar year and the evidence submitted by each tenant, if any, to establish that they were a Qualified Resident, as that term is defined above.

6. Consensual Lien. For the purpose of securing each future Owner's compliance with and performance of these Deed Restrictions, GRANTOR hereby grants to The Fund a lien against each of Burdened Property in an amount equal to the cost reasonably incurred by The Fund in enforcing any servitude or burden upon any Burdened Property by legal action against any Owner or former Owner who violates the Covenants and Restrictions set forth herein and against any person or entity who occupies any burdened Property in violation of these Deed Restrictions or who fails to file the annual reports required by Section 5 above. Each person or entity who accepts or claims ownership of or a right to occupy any burdened Property, thereby consents to the foregoing lien.

7. Assignment and Delegation to the County. The Fund shall have the right to assign to Placer County its right to enforce the Deed Restrictions, including, but not limited to the, Consensual Lien granted in Section 6, and, with the approval of the County, to delegate the administration of the Deed Restrictions.

8. Breach.

A. It is a breach of these Deed Restrictions for any seller, Owner or occupant of any Burdened Property to violate any provision of these Deed Restrictions or to fail to timely file the Annual Compliance Verification Statements required by Section 5. B. above.

B. If The Fund has reasonable cause to believe an Owner or occupant of a burdened Property is violating any Deed Restriction or equitable servitude set forth in this document, The

Fund shall be entitled to enter and inspect a Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner an any tenant reported to The Fund with 24 hours written notice. Acceptance of title to a Burdened Property shall constitute Owner's consent and permission to enter the Property during such times upon such notice.

9. Remedies.

a. The Fund shall have any and all remedies provided by law and in equity for a violation of these Deed Restrictions, including without limitation: (i) damages; (ii) specific performance; (iii) injunction, including without limitation an injunction requiring eviction of the occupant(s) of any Unit and an injunction prohibiting the occupancy of any Burdened Property in violation of these Deed Restrictions; and the enforcement of the lien rights conferred by Section 6 above. All remedies shall be cumulative, and The Fund shall have the right to assign its rights and enforcement remedies to the County of Placer.

b. The cost to The Fund, or its assignee, of any action reasonably and necessarily taken in response to any violation of these Deed Restrictions, including reasonable attorney fees, shall be paid promptly by Owner, and if not promptly paid shall be enforceable as a consensual lien against the burdened Property and, all damages awarded by a court shall be enforceable as any other money judgment.

5. Miscellaneous.

a. Runs with the Land. The burdens, equitable servitudes and obligations set forth in these Deed Restrictions shall run with the land, the Burdened Property, and Owner's obligations hereunder shall be binding on any subsequent holder of an ownership interest in any Unit.

b. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

c. Governing Law and Venue. The enforcement of these Deed Restrictions shall be governed by the laws of the State of California, and any legal action concerning the provisions hereof shall be brought in the Superior Court in and for Placer County.

d. Third Parties. There are no intended third-party beneficiaries to these Deed Restrictions other than the Fund and the County of Placer California.

e. Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the youngest descendent of any current member of the Board of Directors of The Fund, plus 21 years.

IN WITNESS WHEREOF, GRANTOR has executed this Grant Deed on this \_\_\_\_ day of - \_\_\_\_\_, 2020.

**GRANTOR:**

[Insert Grantor's Signature Block]

[Acknowledgement follows Legal Description]

**EXHIBIT A**

[To Grant Deed with Deed Restrictions]

**LEGAL DESCRIPTION**

That certain real property situate in the unincorporated area of the County of Placer, described as Lots \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as depicted and described on the Plat of Tract 976, HOPKINS VILLAGE, filed in Book CC of Maps at Page 003 on October 2, 2008 in the official records of the Placer County Recorder, including all rights in and easements over the Common Areas depicted therein, subject to all encumbrances, Covenant, Conditions and Restrictions of record including the Deed Restrictions set forth in the Grant Deed of which this Legal Description is an integral part.

**EXHIBIT B**  
[To Grant Deed with Restrictions]

**INITIAL QUALIFICATION VERIFICATION STATEMENT  
FOR  
THE MARTIS FUND WORKFORCE HOUSING  
DEED RESTRICTIONS**

Seller's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Applicant's Name(s): \_\_\_\_\_

Current Address: \_\_\_\_\_

Address of the Unit to be Purchased: \_\_\_\_\_

Proposed Closing Date: \_\_\_\_\_

Name of Proposed Qualified Resident(s): \_\_\_\_\_

Current Address: \_\_\_\_\_

**PART 1 – Verification To be completed by Applicants who Propose to Purchase the Unit and Serve as the Qualifying Resident of the Unit**

I \_\_\_\_\_, the undersigned, am a Qualified Resident as that term is defined in the Deed Restrictions set forth in the Grant Deed Recorded on \_\_\_\_\_, 202\_\_ as Document No. \_\_\_\_\_ in the Official Records of the County Recorder for the County of Placer, State of California. Upon approval and closing of the purchase transaction described in the attached purchase agreement in which I am identified as the Buyer or Purchaser, I will be the Owner, or one of the Owners, of the Unit identified above. I have read the Deed Restrictions and understand and agree that the Deed Restrictions limit, and will continue to limit, the future use, occupancy, sale, and rental of the Unit. The terms in this document which have leading capitals shall have the meanings set forth in the Deed Restrictions.

I intend to occupy the Unit identified above as my Principal Place of Residence at all times during my ownership of the Unit.

During the preceding twelve (12) months, I have been gainfully employed for a total of \_\_\_\_\_ hours (not less than 1,560) hours for an employer or employers, or in a business enterprise(s),

located within the Tahoe-Truckee Unified School District which holds a valid and current business license, collects and remits sales taxes or is otherwise generally recognized as a legitimate business operating within that District.

Attached are true copies of the following employment documents:

1. A letter signed by an authorized official of my employer(s): (i) stating that I was employed by that/those employer(s) for an aggregate of not less than one thousand five hundred sixty (1,560) hours during the twelve calendar months immediately preceding the month in which this Qualification Statement is submitted; (ii) stating the address(es) within the Tahoe-Truckee Unified School District at which the employer maintains a place of business operations at which or from which I worked; and, (iii) stating the business license number in effect for that business, or demonstrating that no such business license is required; or,
2. Documents demonstrating that during the twelve calendar months immediately preceding the month in which this Qualification Statement is submitted: (i) I was gainfully employed in an occupation or business owned and operated by me within the Tahoe-Truckee Unified School District and that; (ii) during that twelve-month period preceding the submission of this application, I worked in and for that business not less one thousand five hundred sixty (1,560) hours; and, (iii) either providing a copy of the business license for that business or explaining why no business license is required for that business or occupation.

If my purchase of the Unit is approved, I promise to timely prepare, certify, and submit the Annual Compliance Verification required by the terms of the Deed Restrictions and to provide other documentation as referenced in the Deed Restrictions to demonstrate my residency in the Unit.

In the event I propose to sell the Unit, I will not close any sale transaction prior to obtaining the appropriate Verifications from the Buyer and submitting them and their supporting documentation to the Fund and receiving the written approval of the sale from the Fund.

In the event I wish to rent or lease the Unit to another person, I will not enter into a binding Lease or Rental Agreement pertaining to the Unit prior to completing, obtaining and submitting the required Verifications to the Fund, together with their supporting documentation, and will not allow any occupancy of the Unit, other than me and members of my household, prior to receiving the Fund's written approval of the proposed Tenant as a Qualified Person.

[Verification follows on next page.]

**PART 1 Verification Under Penalty of Perjury**

I, the undersigned, declare and certify under penalty of perjury under the laws of the State of California that the foregoing Part 1 is true and correct and that the documents attached to this Qualification Verification Statement are true and correct copies of what they purport to be and that I have executed this **Part 1 Verification** on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**PART 2 – Part 2A to be Completed by Applicants who will be an Owner, but not an occupant of the Unit, and Part 2B to be Completed by a Tenant Who will serve as the Qualified Resident of the Unit for at least One Year**

**A. Purchaser Applicant’s Verification**

I \_\_\_\_\_, the undersigned, have read and understood the Deed Restrictions set forth in the Grant Deed Recorded on \_\_\_\_\_, 202\_\_ as Document No. \_\_\_\_\_ in the Official Records of the County Recorder for the County of Placer, State of California. Upon approval and closing of the purchase transaction described in the attached purchase agreement in which I am identified as the Buyer or Purchaser, I will be the Owner, or one of the Owners, of the Unit identified above. I have read the Deed Restrictions and understand and agree that the Deed Restrictions limit, and will continue to limit, the future use, occupancy, sale, and rental of the Unit. The terms in this document which have leading capitals shall have the meanings set forth in the Deed Restrictions.

Attached to this Verification is a copy of a Lease signed by me as the Landlord and by \_\_\_\_\_ as the Tenant(s), (the “Lease”.) Upon approval by the Fund and the closing of the purchase transaction referenced in the attached purchase agreement, the Lease will become effective and binding on me and the Tenant(s). When effective and binding, the Lease will demise the Unit to the Tenant(s) for not less than twelve (12) months from its effective date.

I am informed and believe that the above-named Tenant is a Qualified Resident, based on the Tenant’s Verification set forth below. I understand that during my ownership of the Unit, I may only rent or lease the Unit to Person who is a Qualified Resident or to a Qualified Household, and that if the Unit is occupied at all, it must be occupied by at least one Qualified Person. I further understand that I will not be allowed to sell the Unit other than those allowed by the Deed Restrictions to be purchasers.

If my purchase of the Unit is approved, I promise to timely prepare, certify, and submit the Annual Compliance Verification required by the terms of the Deed Restrictions and to provide other documentation as referenced in the Deed Restrictions to demonstrate occupancy of the Unit by a Qualified Resident..

In the event I propose to sell the Unit, I will not close any sale transaction prior to obtaining the appropriate Verifications from the Buyer and submitting them and their supporting documentation to the Fund and receiving the written approval of the sale from the Fund.

In the event I wish to rent or lease the Unit to any person other than the Tenant named above, I will not enter into a binding Lease or Rental Agreement pertaining to the Unit prior to completing, obtaining and submitting the required Verifications together with their supporting documentation to the Fund and will not allow any occupancy of the Unit prior to receiving the Fund’s written approval of the proposed Tenant as a Qualified Person.

[Verification follows on next page.]

**PART 2A Verification Under Penalty of Perjury**

I, the undersigned, declare and certify under penalty of perjury under the laws of the State of California that the foregoing Part 2A is true and correct and that the documents attached to this Qualification Verification Statement are true and correct copies of what they purport to be and that I have executed this **Part 2A** Verification on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

## B. Qualified Resident Tenant's Verification

I \_\_\_\_\_, the undersigned, am a Qualified Resident as that term is defined in the Deed Restrictions set forth in the Grant Deed Recorded on \_\_\_\_\_, 202\_\_ as Document No. \_\_\_\_\_ in the Official Records of the County Recorder for the County of Placer, State of California. I have read the Deed Restrictions and understand and agree that the Deed Restrictions limit, and will continue to limit, the future use, occupancy, sale, and rental of the Unit. The terms in this document which have leading capitals shall have the meanings set forth in the Deed Restrictions.

Attached to this Statement is a copy of a Lease signed by me as a Tenant and by \_\_\_\_\_ as the Landlord, (the "Lease".) The Lease will become effective and binding upon the Fund's approval of the proposed purchase transaction and the closing of Landlord's purchase of the Unit. Upon becoming effective and binding, the Lease will demise the Unit to the me as a Tenant for not less than twelve (12) months from its effective date.

I intend to occupy the Unit identified above as my Principal Place of Residence at all times during my tenancy of the Unit under the Lease as it may be validly extended.

During the preceding twelve (12) months, I have been gainfully employed for a total of \_\_\_\_\_ hours (not less than 1,560) hours for an employer or employers, or in a business enterprise(s), located within the Tahoe-Truckee Unified School District which holds a valid and current business license, collects and remits sales taxes or is otherwise generally recognized as a legitimate business operating within that District.

Attached are true copies of the following employment documents:

1. A letter signed by an authorized official of my employer(s): (i) stating that I was employed by that/those employer(s) for an aggregate of not less than one thousand five hundred sixty (1,560) hours during the twelve calendar months immediately preceding the month in which this Qualification Statement is submitted; (ii) stating the address(es) within the Tahoe-Truckee Unified School District at which the employer maintains a place of business operations at which or from which I worked; and, (iii) stating the business license number in effect for that business, or demonstrating that no such business license is required; or,
2. Documents demonstrating that during the twelve calendar months immediately preceding the month in which this Qualification Statement is submitted: (i) I was gainfully employed in an occupation or business owned and operated by me within the Tahoe-Truckee Unified School District and that; (ii) during that twelve-month period preceding the submission of this application, I worked in and for that business not less one thousand five hundred sixty (1,560) hours; and, (iii) either providing a copy of the business license for that business or explaining why no business license is required for that business or occupation.

If my tenancy of the Unit is approved, I promise to timely prepare, certify, and submit the Annual Compliance Verification required by the terms of the Deed Restrictions and to provide other documentation as referenced in the Deed Restrictions to demonstrate my residency in the Unit.

I agree to inform the Owner of the Unit of my employment status and provide true copies of my employment documents for each month that I reside in the residence and agree inform the Owner within two weeks if I become no longer employed in the Tahoe-Truckee Unified School District.

If my tenancy of the Unit is approved, I promise to timely prepare, certify, and submit the Annual Compliance Verification required by the Deed Restrictions.

**PART 2B Verification Under Penalty of Perjury**

I, the undersigned, declare and certify under penalty of perjury under the laws of the State of California that the foregoing Part 2B is true and correct and that the documents attached to this Qualification Verification Statement are true and correct copies of what they purport to be and that I have executed this **Part 2B** Verification on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**EXHIBIT C**  
**ANNUAL COMPLIANCE VERIFICATION STATEMENT**  
**FOR**  
**THE MARTIS FUND WORKFORCE HOUSING**  
**DEED RESTRICTIONS**

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Qualified Resident 's Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Address of Unit: \_\_\_\_\_

**PART 1 – To be completed by an Owner of the Unit who is also the Qualified Resident of the Unit.**

I \_\_\_\_\_, the undersigned, am the Owner, or one of the Owners, of the Unit identified above and am the Qualifying Resident as that term is defined in the Deed Restrictions. I have read the Deed Restrictions pertaining to the Unit and understand that terms in this document which have leading capitals shall have the meanings set forth in the Deed Restrictions.

I have occupied the Unit identified above as my Principal Place of Residence during the twelve-month period beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_, (the "Reporting Period.")

During the reporting period I have been gainfully employed for a total of \_\_\_\_\_ hours (not less than 1,560) hours for an employer or employers, or in a business enterprise(s), located within the Tahoe-Truckee Unified School District which holds a valid and current business license, collects and remits sales taxes or is otherwise generally recognized as a legitimate business operating within that District.

Attached are true copies of the following employment documents:

1. A letter signed by an authorized official of my employer(s): (i) stating that I was employed by that/those employer(s) for an aggregate of not less than one thousand five hundred sixty (1,560) hours during the twelve calendar months immediately preceding the month in which this Qualification Statement is submitted; (ii) stating the address(es) within the Tahoe-Truckee Unified School District at which the employer maintains a place of business operations at which or from which I worked; and, (iii) stating the business license

number in effect for that business, or demonstrating that no such business license is required; or,

2. Documents demonstrating that during the twelve calendar months immediately preceding the month in which this Qualification Statement is submitted: (i) I was gainfully employed in an occupation or business owned and operated by me within the Tahoe-Truckee Unified School District and that; (ii) during that twelve-month period preceding the submission of this application, I worked in and for that business not less one thousand five hundred sixty (1,560) hours; and, (iii) either providing a copy of the business license for that business or explaining why no business license is required for that business or occupation.

I agree to continue to timely prepare, certify, and submit the Annual Compliance Verification Statements as required by the terms of the Deed Restrictions.

In the event I propose to sell the Unit, I will not close any sale transaction prior to obtaining the appropriate Verifications from the Buyer and submitting them and their supporting documentation to the Fund and receiving the written approval of the sale from the Fund.

In the event I wish to rent or lease the Unit to any person, I will not enter into a binding Lease or Rental Agreement pertaining to the Unit prior to completing, obtaining and submitting the required Verifications together with their supporting documentation to the Fund and will not allow any occupancy of the Unit, other than by me and my household, prior to receiving the Fund's written approval of the proposed Tenant as a Qualified Person.

### **PART 1 Verification Under Penalty of Perjury**

I, the undersigned, declare and certify under penalty of perjury under the laws of the State of California that the foregoing Part 1 is true and correct and that the documents attached to this Qualification Verification Statement are true and correct copies of what they purport to be and that I have executed this **Part 1** Verification on this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**PART 2A – To be completed by an Owner of the Unit in which a Tenant is the Qualifying Resident**

I \_\_\_\_\_, the undersigned am the Owner, or one of the Owners, of the Unit identified above, but am not the Qualifying Resident as that term is defined in the Deed Restrictions. I have read the Deed Restrictions pertaining to the Unit and understand that terms in this document which have leading capitals shall have the meanings set forth in the Deed Restrictions.

Attached to this Statement is a copy of each Lease signed by me as the Landlord and a Qualifying Resident as the Tenant(s), which pertain to any portion of the twelve-month period beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_, (the "Reporting Period.")

I understand that I may only rent the Unit to Person who is a Qualified Resident or to a Qualified Household, and that, if the Unit is occupied at all, it must be occupied by at least one Qualified Resident. I am informed and believe that the Tenant identified in each attached Lease is a Qualified Resident, based on the documents provided by the Tenants and the copies attached.

I agree to continue to timely prepare, certify, and submit the Annual Compliance Verification Statements as required by the terms of the Deed Restrictions.

In the event I propose to sell the Unit, I will not close any sale transaction prior to obtaining the appropriate Verifications from the Buyer and submitting them and their supporting documentation to the Fund and receiving the written approval of the sale from the Fund.

In the event I wish to rent or lease the Unit to any person other than the Tenant named above, I will not enter into a binding Lease or Rental Agreement pertaining to the Unit prior to completing, obtaining and submitting the required Verifications together with their supporting documentation to the Fund and will not allow any occupancy of the Unit prior to receiving the Fund's written approval of the proposed Tenant as a Qualified Person.

**PART 2A Verification Under Penalty of Perjury**

I, the undersigned, declare and certify under penalty of perjury under the laws of the State of California that the foregoing Part 2A is true and correct and that the documents attached to this Qualification Verification Statement are true and correct copies of what they purport to be and that I have executed this **Part 2A** Verification on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**PART 2B – To be completed by a Tenant of a Unit in which Tenant is the Qualifying Resident**

I \_\_\_\_\_, the undersigned, am a Tenant of the Unit identified in Part 1 above and am the Qualifying Resident as that term is defined in the Deed Restrictions. I have read the Deed Restrictions pertaining to the Unit and understand that terms in this document which have leading capitals shall have the meanings set forth in the Deed Restrictions.

I occupied the Unit identified above as my Principal Place of Residence during the period beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_, (the "Reporting Period.")

During the above-stated period I was gainfully employed for a total of \_\_\_\_\_ hours for an employer(s) or in a business located within the Tahoe-Truckee Unified School District which holds a valid and current business license, collects and remits sales taxes or is otherwise generally recognized as a legitimate business operating within that District.

Attached are: (i) true copies of the employment records showing the name of my employer(s) and the number of hours worked during the period stated above, except that I have obscured the financial information stated on those documents: or, (ii) true copies of business records showing the amount of time I was gainfully employed in an occupation or business within the Tahoe-Truckee Unified School District which holds a valid and current business license, collects and remits sales taxes, or is otherwise generally recognized as a legitimate business operating within that District.

I agree to continue to timely prepare, certify, and submit the Annual Compliance Verification Statements as required by the terms of the Deed Restrictions for all periods in which I remain a tenant of the Unit.

**PART 2B Verification Under Penalty of Perjury**

I, the undersigned, declare and certify under penalty of perjury under the laws of the State of California that the foregoing Part 2B is true and correct and that the documents attached to this Qualification Verification Statement are true and correct copies of what they purport to be and that I have executed this **Part 2B** Verification on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **EXHIBIT B**

[Attach Recent Preliminary Title Report]

To be included with recording of Deed